

Electronically Recorded by Tarrant County Clerk in Official Public Records

*Mary Louise Nicholson*  
Mary Louise Nicholson

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

After recording, return to:  
Essex Association Management, L.P.  
1512 Crescent Drive, Suite 112  
Carrollton, Texas 75006

STATE OF TEXAS                                   §  
  § KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TARRANT                       §

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARMEL PLACE ESTATES EAST HOMEOWNERS ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARMEL PLACE ESTATES EAST (this "Amendment") is made and entered by CADG CARMEL PLACE, LLC, a Texas limited liability company, (the "Declarant"), as of the 16<sup>th</sup> day of October, 2019.

WHEREAS, on May 1, 2019 the Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Carmel Place Estates East recorded on June 19, 2019 as Document No. D219132221 in the Official Public Records of Tarrant County, Texas, as may be modified, amended and supplemented now and hereafter from time to time (as so modified, amended and/or supplemented, (the "Declaration"));

WHEREAS, in accordance with Section 8.6 of the Declaration, for as long as Declarant owns property subject to the terms of the Declaration, the Declarant has the right at any time, in its sole discretion without joinder of the Board, the Association, or the other Owners to unilaterally amend this Declaration as deemed necessary, desirable, in the Declarant's sole judgment for any purpose including, but not limited to, correcting errors, ambiguities, omissions, and to cause the Declaration to be in compliance with any city or other governmental requirement, by any instrument in writing duly signed, acknowledged, and filed for record in Collin County, Texas;

WHEREAS, the Declarant owns property subject to the terms of the Declaration;

WHEREAS, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Declaration for the purpose of clarification of ambiguities, to correct errors and/or omissions, or as Declarant deems necessary in Declarant's sole judgment and as more specifically provided in this Amendment.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Defined Terms. Unless otherwise defined in this Amendment or the context otherwise requires, each term used in this Amendment with its initial letter capitalized which has been specifically defined in the Declaration shall have the same meaning herein as given to such term in the Declaration.

2. Amendment. Section 3.4 Specific Construction Provisions is hereby amended to add the following:

“All plans for construction or reconstruction of a Residence is subject to the prior written approval of the Declarant and/or ARC. The construction and design requirements provided generally reflect the minimum requirements for construction of a Residence in the Subdivision. At all times and without consent or joinder of any Owner, the Declarant and/or the Architectural Review Committee (the “ARC”), shall have sole authority as to final decision on construction, size, design, materials. Requirements of the Declarant or the ARC may vary from the construction and design rules in this Declaration or the Design Guidelines. At all times the minimum requirement of the City shall be upheld notwithstanding, if the minimum standard set forth in this Declaration or by the Declarant and/or the ARC is higher, the higher standard shall then always prevail unless otherwise approved in writing by the Declarant or the ARC.”

3. Amendment. Section 3.4 (b) Residence Size and Type is hereby amended in its entirety as follows:

“ (b) Residence Size and Type. The minimum square footage of enclosed air-conditioned area of each residence (exclusive of all porches, balconies, patios, garages, or breezeways) shall be a minimum of 3,000 square feet for single story residences or (ii) the minimum square footage required by the City for each Residence if greater, and (iii) 3,800 square feet for two story residences, or (iv) the minimum square footage required by the City for each Residence if greater. Each Residence shall be of new construction on a Lot and no mobile homes or manufactured housing shall be permitted on the Property except as authorized by the Declarant on a temporary basis in connection with construction or sales activities on the Declarant’s Property or only as Declarant may allow. *The Architectural Control Committee reserves the right to require a minimum square footage per floor when the residence consists of at least two stories or more.*”

4. Amendment. Section 3.4 (c) Garage Requirements is hereby amended in its entirety as follows:

“(c) Garage Requirements. Each Residence shall have at least a two (2) car attached garage constructed as part thereof, in compliance with the minimum applicable requirements established by the City. Each garage must match or complement the materials and color of the Residence on the Lot. Sectional garage doors made of decorative wood is preferred. Type, Style, and Color of garage doors require the prior written consent of the Declarant or the ARC prior to installation. Each single-family Residence erected on any Lot shall provide off-street parking space (inclusive of garage space) for a minimum of two (2) automobiles. Use of rear, side entry, or J-swing garages are contingent upon written approval of the Declarant or the ARC.

No garage shall be modified or converted for use as living space or any use other than a garage, except with regard to model homes or sales offices operated by Builders in the Subdivision for which the garage may be modified or converted to living space or for other uses during periods in which such Residence(s) are being operated as a model home or sales office of a Builder. No garage or driveway may be installed in a way that will alter, impede, or inhibit the availability of proper drainage flow between Lots. Violation of this restriction may result in a fine of not less than \$500.00 and subsequent daily fines until corrected.”

5. Amendment. The fourth (4<sup>th</sup>) sentence of Section 3.4 (d) Drive/Walkway Requirements is hereby amended in its entirety and replaced with the following:

“ No widening or staining of driveway or sidewalk is allowed without the express written consent of the Declarant or the ARC notwithstanding, upon prior written consent of the Declarant or ARC the following finishes or other materials may be used for driveways (i) salt finish, (ii) stamped concrete, or (iii) washed rock.”

6. No Other Effect. Except as expressly modified, amended and supplemented by this Amendment, the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as modified, amended and supplemented hereby, is hereby amended as provided herein.

8. Severability. Invalidation of any one provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment or the remainder of this Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

9. Headings. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

**Signature Page Follows on Next Page**

EXECUTED as of this 25 day of October, 2019.

DECLARANT:

CADG Carmel Place, LLC,  
a Texas limited liability company

By: 2M Strategic Investments,  
a Texas limited liability company  
Its Sole Managing Member

By: MMM Ventures, LLC,  
a Texas limited liability company  
Its Manager

By: 2M Ventures, LLC  
a Delaware limited liability company  
Its Manager

By:

Name: Mehrdad Moayed

Title: Manager

STATE OF TEXAS        §  
                                 §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of 2M Strategic Investments, LLC, as Manager of CADG Carmel Place, LLC, a Texas limited liability company, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed on behalf of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 25 day of OCT, 2019.

[Seal]

Notary Public, State of Texas

