

**ELECTRONICALLY RECORDED 202000063276
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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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:
SOHO Square Homeowners Association, Inc.
c/o Essex Association Management, L.P.
Attention: Ron Corcoran
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

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

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SOHO SQUARE HOMEOWNERS ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOHO SQUARE HOMEOWNERS ASSOCIATION, INC. (this "Amendment") is made and entered by MEGATEL TRINITY MEADOWS, LLC, a Texas limited liability company (the "Declarant"), as of the 31 day of January, 2020.

WHEREAS, on January 1, 2019, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for SOHO Square Homeowners Association, Inc., recorded on March 14, 2019, as Document No. 201900063312, in the Official Public Records of Dallas County, Texas (the "Declaration"), which Declaration encumbers the real property described therein with the covenants, conditions and restrictions set out therein (the "Property"); and

WHEREAS, pursuant to its rights as Declarant under the Declaration, including, without limitation, Article 7, Section 7.3 of the Declaration, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Declaration, as more specifically provided in this Amendment to, among other things, to correct certain technical, typographical and/or scrivener's errors in the Declaration.

NOW, THEREFORE, the Declarant does hereby amend the Declaration and the Design Guidelines 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. Amendments to Declaration.

(a) Section 2.2(c) of the Declaration is hereby modified and amended to read in its entirety as follows:

“Section 2.2(c) Specific Use Restrictions.

Each residence must be occupied exclusively as a single-family residential unit. The occupancy of a Residence by an Owner thereof, along with family members, an au pair, or home health personnel, shall be deemed acceptable pursuant to the terms of the Declaration and its supporting governing documents. Except for families consisting of persons related by blood, adoption, or marriage, no more than two persons per bedroom may occupy the same dwelling on a regular and consistent basis. ***At NO TIME shall short-term rentals such as, but not limited to VRBO's, Air B n B's, Party Rentals, or any other form of short-term rental be allowed. Violation of this rule may include monetary fines assessed up to \$500.00 per occurrence.***

Leasing. Owners who rent or lease their residence are required to execute a written lease agreement of a minimum of twelve (12) months, signed by the tenant and a copy provided to the Association prior to the tenant's possession of the residence. The Owner must notify the Association via expressed writing of the new tenant prior to tenant receiving possession of the Property. During the Declarant Control Period, the Declarant may, at its Sole Discretion limit leases by establishing a maximum percentage of homes within the subdivision that may be leased or rented. Should Declarant choose to exercise such option, this may be done by Resolution of the Board of Directors and shall be enforceable upon all Owners save and except the Declarant or any Builders. The lease shall contain, at a minimum, the following:

- a. *Term of Lease.* All leases must be for a term of at least twelve (12) months unless otherwise approved by the Board in writing.
- b. *Entire Residence.* The property leased must be leased in its entirety. Rooms or other portions of the Residence may not be leased separately.
- c. *Single Family.* Lease is restricted to single family per Section 2.2 above. Owner shall provide to the Association or its Managing Agent the names and contact information for any and all tenants.
- d. *Abide by Rules.* The Owner must make available to the tenant copies of the CCR's, Rules and Regulations and all amendments thereto. Tenant must agree to abide by all Association rules and must acknowledge that failure to do so may constitute a default under the lease terms and agreement. Owner must obtain a signed acknowledgment from the tenant that this section of the CCR's has been explained in detail. The Tenant shall not be allowed access to any secured areas of the Association's website or other official social media platforms. Owner shall not allow tenant to use their secure log in information to access any secured platform established for homeowner use only or owned and/or operated by the Association or its Managing Agent.
- e. *Assignment.* No assignment or sub leasing is allowed. No short-term leasing is allowed. Upon occasion, such as a move due to job relocation, or similar circumstances, an Owner can submit a written request for a shorter-term rental or lease to the Association and/or its management, however, it is at the Board's sole discretion as to whether a short-term lease will be allowed.
- f. *Insurance.* Tenant must carry renter's insurance.

- g. *Maintenance; Violation.* Owner shall be responsible at all times for his tenant and the maintenance and upkeep of the home and lot. Should the tenant violate a rule and a violation notice is sent, the Owner shall be responsible for ensuring the tenant complies with the Rules and the violation noted is immediately abated. Should a fine for non-compliance result, the Owner shall be responsible for payment to the Association for all fines or any monetary expense the Association may incur for the enforcement and abatement of a violation.
- h. *Certain Criminals Prohibited.* Owner may not lease to or allow any person to reside in or occupy a Residence who has been convicted of any felony crimes involving crimes against persons; use of firearms; sex crimes; illegal drugs; robbery; aggravated robbery; murder; criminal gang activity; discharge of firearms; gambling; manufacture, sale or use of drugs; manufacture or sale of alcoholic beverages; prostitution; or any crime involving a minor. These requirements do not constitute a guarantee or representation that Owners or Tenants residing within the Association have not been convicted of a crime or are not subject to deferred adjudication for a crime.
- i. Owner is responsible for his/her tenants at all times when using Amenities. Any damages caused by a tenant regardless of the severity or type, will be billed back to the Owner's account for reimbursement to the Association.
- j. AN OWNER WHO FAILS TO SUBMIT THE INFORMATION REQUESTED HEREIN MAY NOT LEASE A RESIDENCE AS SUCH FAILURE CONSTITUTES A VIOLATION HEREOF.

The Board may promulgate and adopt a separate Enforcement Policy applicable to leasing and is hereby authorized to levy significant violation fines designed to curtail and prevent leasing activity which violates this Section 2.2(c). Any fines imposed are considered assessments and secured by a lien as provided in Article 6 of the Declaration.

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

4. Severability. Invalidation of anyone 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.

5. 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.
EXECUTED to be effective as of the 31 day of January, 2020.

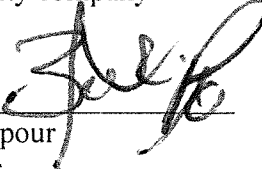
(Signatures on following pages.)

DECLARANT:

MEGATEL TRINITY MEADOWS, LLC,
a Texas limited liability company

By: 
Name: Armin Afzalipour
Title: Managing Member

MEGATEL HOLDINGS, LLC,
a Texas limited liability company

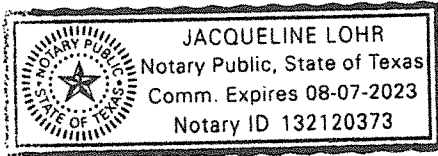
By: 
Name: Armin Afzalipour
Title: Sole Member

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Armin Afzalipour, the Sole Member of Megatel Holdings, LLC, a Texas limited liability company, and Managing Member of Megatel Trinity Meadows, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said entity, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 31 day of January, 2020.

[SEAL]

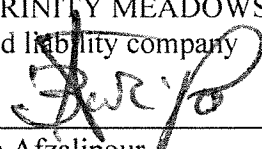



Notary Public, State of Texas

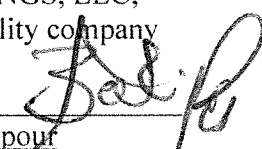
THE UNDERSIGNED HEREBY CONSENTS TO THIS DECLARATION IN ITS CAPACITY AS "DECLARANT" UNDER THE MASTER DECLARATION AND FOR ALL PURPOSES UNDER THE MASTER DECLARATION AND THIS DECLARATION TO BE ENFORCED AS AMENDED HEREIN.

MASTER DECLARANT:

MEGATEL TRINITY MEADOWS, LLC
a Texas limited liability company

By: 
Name: Armin Afzalipour
Title: Managing Member

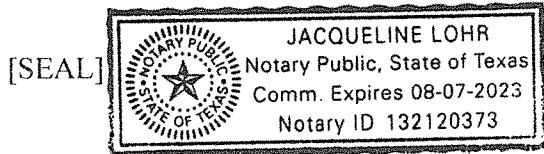
MEGATEL HOLDINGS, LLC,
a Texas limited liability company

By: 
Name: Armin Afzalipour
Title: Sole Member

STATE OF TEXAS §
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BEFORE ME, the undersigned authority, on this day personally appeared Armin Afzalipour, the Sole Member of Megatel Holdings, LLC, a Texas limited liability company, and Managing Member of Megatel Trinity Meadows, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said entity, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 31 day of January, 2020.




Notary Public, State of Texas

**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
03/04/2020 11:36:55 AM
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