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After recording, return to:
Cyprus Villas Homeowner's Association, Inc.
c/o Essex Association Management, LP
Attention: Ron Corcoran
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

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

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CYPRUS VILLAS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CYPRUS VILLAS (this "Amendment") is made and entered by Megatel Cypress Villas, LLC, a Texas limited liability company ("Declarant") as of the 27th day of February, 2018.

WHEREAS, the Declarant has executed that certain Declaration of Covenants, Conditions and Restrictions for Cyprus Villas dated April 17, 2017, and recorded on July 18, 2017, as Document No. 20170718000939200 in the Official Public Records of Collin County, Texas (the "Declaration"); and

WHEREAS, the Declaration affects all of that certain real property in the City of Plano, Collin County, Texas, containing approximately 10.754 acres of land, and commonly known as Cyprus Villas (the "Property"); which real property is more particularly described in the Declaration; and

WHEREAS, the terms of the Declaration, including, without limitation, Section 7.1 of the Declaration, provides for amendment of the Declaration by Declarant during the Development Period (as defined in the Declaration);

WHEREAS, the Development Period is in effect and has not expired as of the date of this Amendment; and

WHEREAS, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Declaration, 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. Amendments. The Declaration is hereby modified and amended as follows:

a. Section 2.5(b) is hereby modified and amended to add the following as the new paragraph at the end of such Section 2.5(b):

“ Costs and expenses related to any off street parking improvements located or included within the Common Areas and/or Common Properties by this Declaration or to be maintained by the Association pursuant to the Plat (collectively the “Association Maintained Off-Site Parking”) shall be maintained by the Association and the costs and expenses incurred by the Association shall be a common expense of the Association, subject to the Association’s right to allocate such costs and expenses to the Owners as an Assessment or Special Assessment per this Declaration. With regard to any Association Maintained Off Street Parking the Association shall have the following rights, duties and obligations (without limiting any rights, duties or obligations of the Association with respect to Common Properties or Common Areas hereunder): (i) maintenance and/or repair of the areas for Association Maintained Off Street Parking; (ii) obtaining casualty, public liability and other insurance coverages which may be required or permitted to be maintained by the Association; (iii) payment and/or satisfaction of any Governmental Impositions which may be levied and assessed on the Association Maintained Off Street Parking areas; and (iv) such other costs and expenses as may be reasonably related to the proper maintenance, care, operation and management of the Association Maintained Off Street Parking areas, including the allocation for such costs and expenses against each Lot in a uniform manner by levy of an Assessment and inclusion of such costs and expenses (to the extent determinable and/or reasonably estimated) in the budget of the Association from year to year for the purpose of ensuring proper funds for the maintenance of the Association Maintained Off Street Parking areas as the need may arise.”

b. Section 4.1 is hereby modified and amended to read in its entirety as follows:

“Section 4.1 Fences, Walls and Screening Landscaping.

“ Declarant and/or the Association shall have the right, but not the obligation, to erect, install, maintain, repair and/or replace fences, walls and/or screening landscaping within that portion of any Lot situated along the perimeter of the Property or on Lots adjacent to Common Properties, as shown on a Final Plat. Any such fence, wall or sprinkler system shall be the property of the Owner of the Lot on which such fence, wall or sprinkler system is erected or installed, subject to the easements and rights of Declarant and the Association set forth below. With respect to any fencing

installed within a Lot that is adjacent to a thoroughfare, the Association shall have the exclusive right to stain the exterior of such fence facing the thoroughfare whenever, in the Board's sole and absolute discretion, it deems necessary. The Design Guidelines shall contain all construction and materials requirements for the walls adjacent to the Common Properties and any thoroughfare. As set forth in Section 9.6 below, the Association shall be solely responsible for all maintenance, repair, replacement, and improvement of the Common Properties which shall include any fencing / screening walls to be maintained by the Association and as may be shown or set forth in the final Plat. The Association shall utilize the Assessments for such purposes as herein provided and to fund the costs of maintaining Common Properties, including (without limitation) the cost and expenses incurred by the Association in connection with the maintenance, repair, replacement, and improvement of such fencing / screening walls by the Association. The Declarant shall have no responsibility for maintenance, repair, replacement, or improvement of the Common Properties after initial construction."

c. Section 1.2.1 of Exhibit "C" – Design Guidelines attached to the Declaration is hereby modified and amended to add the following as the last paragraph of such Section:

"Any fencing / screening expressly designated in this Declaration as part of the Common Properties or expressly stated on the final recorded Plat as Association responsibility or to be maintained by the Association, shall be part of the Common Properties and maintained by the Association."

3. 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.

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.

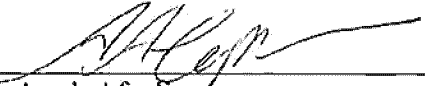
5. Headings. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED to be effective as of the date written above.


DECLARANT:
Megatel Cypress Villas, LLC,
a Texas limited liability company

By: Megatel Holdings, LLC,
a Texas limited liability company
Its: Sole Member

By: 
Name: Arash Afzalipour
Its: Managing Member

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 1 day of March, 2018, by Arash Afzalipour, Managing Member, of Megatel Cypress Villas, LLC, a Texas limited liability company, and Sole Member of Megatel Holdings, LLC, a Texas limited liability company, on behalf of said company.


Notary Public, State of Texas

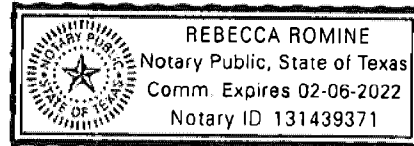


EXHIBIT "A"

FOR CYPRUS VILLAS

Property Description

[see attached]

OWNERS CERTIFICATE

WHEREAS N.D.B. Company, Inc. is the owner of a tract of land situated in the R. Benefield Survey, Abstract No. 09, Collin County, Texas, and being all of Lot 2, Block 1 of North Dallas Bank, an Addition to the City of Plano, Collin County, Texas, according to the Plat thereof recorded in Cabinet L, Page 289, Plat Records of Collin County, Texas, and being the same tract of land described in a deed to N.D.B. Company, Inc. recorded as Instrument Number 94-0048905 in the Deed Records of Collin County, Texas, and being more particularly described by metes bounds as follows:

BEGINNING at a 1/2" iron rod found for corner in the South right-of-way line of Lorimar Drive (89' Right-of-Way) at the common North corner of said Lot 2 and Lot 1 of said North Dallas Bank Addition, said point being in a non-tangent curve to the right having a radius of 1957.50 feet, a central angle of 05°1'49", and a chord which bears South 85°29'34" East, a distance of 177.40 feet;

THENCE in an Easterly direction along the South right-of-way line of said Lorimar Drive the following five (5) courses and distances:

- 1) Along said curve to the right, an arc distance of 177.05 feet to a 1" iron rod found for corner at the beginning of a reverse curve to the left having a radius of 848.50 feet, a central angle of 30°34'42", and a chord which bears North 78°38'59" East, a distance of 333.43 feet;
- 2) Along said curve to the left, an arc distance of 542.76 feet to a 1" iron rod found for corner;
- 3) North 60°11'58" East, a distance of 31.62 feet to a 1" iron rod found for corner at the beginning of a tangent curve to the right having a radius of 857.50 feet, a central angle of 21°59'46", and a chord which bears North 71°11'31" East, a distance of 327.18 feet;
- 4) Along said curve to the right, an arc distance of 329.20 feet to a 1" iron rod found for corner;
- 5) North 02°11'24" East, a distance of 143.18 feet to a 1/2" iron rod with a blue plastic cap stamped "KINE THOMPSON" set for corner at the north end of a transitional right-of-way line between the South right-of-way line of said Lorimar Drive and the West right-of-way line of Ohio Drive (85' Right-of-Way);

THENCE South 52°23'32" East, along said transitional right-of-way line, a distance of 27.53 feet to a 1/2" iron rod with a blue plastic cap stamped "KINE THOMPSON" set for corner at the most southern end thereof, said point being in a non-tangent curve to the right having a radius of 3587.85 feet, a central angle of 08°17'39", and a chord which bears South 02°39'55" East, a distance of 516.00 feet;

THENCE in a Southerly direction along said curve to the right, being the West right-of-way line of said Ohio Drive, an arc distance of 516.45 feet to a 1/2" iron rod found for corner at the Southeast corner of said Lot 2, same being the Northeast corner of Lot 18, Block 1 of Plano Day Care Addition, an Addition to the City of Plano, Collin County, Texas, according to the Plat thereof recorded in Cabinet N, Page 418 in the Plat Records of Collin County, Texas;

THENCE North 59°53'49" West, along the common line of North Dallas Bank Addition and said Plano Day Care Addition, passing the common North corner of said Plano Day Care Addition and Jefferson Lake Addition, an Addition to the City of Plano, Collin County, Texas, according to the Plat thereof recorded in Cabinet J, Page 810 in the Plat Records of Collin County, Texas, at a distance of 795.00 feet, and continuing along the common line of said North Dallas Bank Addition and said Jefferson Lake Addition for a total distance of 1237.18 feet to a 1/2" iron rod found for corner at the common South corner of said Lot 1 and Lot 2 of North Dallas Bank Addition;

THENCE North 00°04'12" East, along the common line of said Lot 1 and Lot 2 of North Dallas Bank Addition, a distance of 239.08 feet to a 1/2" iron rod found for corner at an angle point;

THENCE North 09°39'29" East, continuing along the common line of said Lot 1 and Lot 2 of North Dallas Bank Addition, a distance of 60.95 feet to the POINT OF BEGINNING and containing 10.756 acres of land.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
03/01/2018 02:32:19 PM
\$46.00 NELLIOTT
20180301000255390



Stacey Kemp