

**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:  
Waxahachie Saddlebrook Estates Homeowners' Association, Inc.  
c/o Essex HOA Management  
1512 Crescent Drive, Suite 112  
Carrollton, Texas 75006

STATE OF TEXAS                   §  
  §  
COUNTY OF ELLIS               §

**SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SADDLEBROOK ESTATES**  
*(Annex Central Tract West Phase 1 and Phase 2A, and Correction - City of Waxahachie, Ellis County, Texas)*

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SADDLEBROOK ESTATES (this "**Supplement**") is made and entered into as of April 21, 2021 by 287 WAXAHACHIE, L.P., a Texas limited partnership ("**Declarant**").

**PRELIMINARY STATEMENTS**

A. The Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Saddlebrook Estates, dated October 1, 2007, recorded in Volume 2341, Page 1239 of the Real Property Records of Ellis County, Texas (the "**Declaration**").

B. In accordance with Declarant's rights under the Declaration, including, without limitation, its rights under Section 8.1 of the Declaration, the Declarant may annex additional property to become a portion of the Property under the Declaration.

C. In accordance with Declarant's rights under the Declaration, including, without limitation, its rights under Section 8.4(iv) of the Declaration, the Declarant desires to correct the typographical errors in Recital A of the Declaration referring to the owner of the Property described in **Exhibit A** of the Declaration, and in the definition of "Declarant" in the Declaration to remove reference to "HW Waxahachie, L.P."

D. The Declarant desires to annex the real property described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Additional Land**"), owned by Declarant and include such Additional Land into the property subject to the Declaration.

E. The Declarant intends that Additional Land be developed as a high quality residential subdivision and community, and in order to establish a plan for the development, improvement and use of Additional Land with architectural, landscaping and maintenance

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controls, the Declarant does hereby subject the Additional Land to the covenants, conditions and restrictions set forth in the Declaration, as set forth herein, and desires to amend the Declaration to include such Additional Land within the Property (as defined in the Declaration), subject to the terms of this Supplement.

NOW, THEREFORE, Declarant does hereby adopt this Supplement as follows:

1. Definitions. Unless otherwise defined in this Supplement, all capitalized words or terms used herein shall be defined and have the meaning set forth in the Declaration as modified and amended hereby.

2. Correction of Typographical Errors. HW Waxahachie, L.P. did not execute the Declaration as Declarant and did not own any portion of the Property described on Exhibit A attached to the Declaration originally filed. Declarant was the sole owner of the Property described Exhibit A attached to the Declaration originally filed at the time of filing. The Declaration incorrectly referenced HW Waxahachie, L.P. (i) as an owner of the Property in Recital A of the Declaration and (ii) in the definition of the "Declarant" in Section 1.2 of the Declaration. In this regard, the Declarant hereby correct these typographical errors in Recital A of the Declaration and in the definition of "Declarant" in Section 1.2 of the Declaration to remove all references to "HW Waxahachie, L.P." therein. Declarant has personal knowledge of the facts relevant to this correction.

3. Additional Land Subject to Declaration. In accordance with the provisions of Section 8.1 of the Declaration, the Declarant does hereby amend the Declaration to include the Additional Land as part of the Property subject to the Declaration, and all the Residential Lots (as described on Exhibit A attached hereto) within the Additional Land are hereby included in the Lots described in the Declaration, and all Open Space Area (as described on Exhibit A attached hereto) within the Additional Land is hereby included in the Common Area described in the Declaration. In this regard, the Declarant hereby adopts, establishes and imposes the covenants, conditions, restrictions, assessments, easements, liens and charges of the Declaration as they apply to Lots and related Common Areas upon the Additional Land, and declares that Additional Land and all portions thereof are and shall be held, transferred, used, assigned, sold, conveyed and occupied subject to all such covenants, conditions, restrictions, assessments, easements, liens and charges as set forth in the Declaration with respect to Additional Land as set forth in this Supplement. Each Lot within the Additional Land shall be subject to the use restrictions and architectural controls as provided in the Declaration which apply to Lots and any Residence or other Structure constructed thereon.

4. Membership and Voting Rights. Each Owner of a Lot within the Additional Land shall automatically be, and must remain, a Member of the Association so long as such Person is an Owner, as provided in the Declaration.

5. Assessments. Each Owner of a Lot within the Additional Land, by acceptance of a deed or other conveyance or transfer of legal title to a Lot, whether or not it shall be so expressed in any such deed or other conveyance or transfer, shall be deemed to have covenanted and agreed to pay to the Association, or to an independent entity or agency which may be designated by the

Association to receive such monies, assessments as provided in the Declaration. An assessment lien is created and reserved in favor of the Association to secure collection of the assessments as provided in the Declaration. Until and unless otherwise determined by the Board of Directors of the Association, the annual maintenance assessment for Lots in the Additional Land shall be the same as that charged to all other Lots within the Property.

6. No Other Effect. Except as expressly amended by this Supplement solely with respect to the Additional Land, the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as amended hereby solely with respect to the Additional Land, is hereby supplemented and amended by the Declarant and the Additional Land is hereby affected by and included in the Property affected by such Declaration as set forth herein.

7. Severability. Invalidation of anyone provision of this Supplement by judgment or court order shall in no way affect any other provision of this Supplement or the remainder of this Supplement 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 Supplement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

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

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed to be effective as of the date first written above.

**DECLARANT:**

287 WAXAHACHIE, L.P.  
a Texas limited partnership:

By: Centamtar Terras, L.L.C.,  
a Texas limited liability company,  
its general partner

By: CTMGT, LLC,  
a Texas limited liability company,  
its sole manager

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

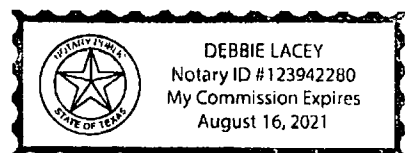
STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS    §

BEFORE ME, the undersigned authority, on this day personally appeared MEHMOOD MOHYED, the MANAGER of CTMGT, LLC, a Texas limited liability company, the sole manager of Centamtar Terras, L.L.C., a Texas limited liability company, the general partner of 287 WAXAHACHIE, L.P., a Texas limited partnership, known to me to be the person 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 limited liability companies and limited partnership, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of April, 2021.

[Signature]  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE ADDITIONAL LAND**

All of that real property described on the Final Plat of Saddlebrook Estates, Central Tract West Phase 1, an addition to the City of Waxahachie, Ellis County, Texas, as described on the map or plat thereof recorded on April 15, 2021, as Instrument No. 2116501, and in Cabinet L, Pages 86-87, in the real property records of Ellis County, Texas, including, without limitation, the following:

<b>RESIDENTIAL LOTS:</b>	
<b>LOT</b>	<b>BLOCK</b>
Lots 1 through 23, inclusive	Block J
Lots 1 through 8, inclusive	Block K
Lots 1 through 11, inclusive	Block L

<b>OPEN SPACE:</b>	
<b>LOT</b>	<b>BLOCK</b>
Lot 5X	Block H
Lot 2X	Block J

**; AND**

All of that real property described on the Final Plat of Saddlebrook Estates, Phase 2A, an addition to the City of Waxahachie, Ellis County, Texas, as described on the map or plat thereof recorded on April 15, 2021, as Instrument No. 2116502, and in Cabinet L, Pages 88-91, in the real property records of Ellis County, Texas, including, without limitation, the following:

<b>RESIDENTIAL LOTS:</b>	
<b>LOT</b>	<b>BLOCK</b>
Lots 108 through 119, inclusive	Block DD
Lots 1 through 35, inclusive	Block B
Lots 1 through 17, inclusive	Block C
Lots 46 through 93, inclusive	Block D
Lots 1 through 21, inclusive	Block E
Lots 1 through 49, inclusive	Block F
Lots 1 through 23, inclusive	Block G
Lots 1 through 6, inclusive	Block H

<b>OPEN SPACE:</b>	
<b>LOT</b>	<b>BLOCK</b>
Lot 1X	Block DD
Lot 1X	Block B
Lot 1X, Lot 2X, Lot 3X, and Lot 4X	Block D
Lot 1X	Block H
Lot 1X	Block J

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INST NO. 2118663 on April 28, 2021 at 1:08 PM

STATE OF TEXAS      COUNTY OF ELLIS  
I hereby certify this instrument was filed on the date  
and time stamped hereon and was duly recorded in  
the records of Ellis County, Texas as stamped hereon.  
COUNTY CLERK, ELLIS COUNTY, TEXAS



*Hubert Valdez*