

Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2019-0021826

Billable Pages: 9
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FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<p>On: 09/06/2019 at 12:45 PM</p> <p>Document Number: <u>2019-0021826</u></p> <p>Receipt No: <u>19-19830</u></p> <p>Amount: \$ <u>58.00</u></p> <p>Vol/Pg: <u>V:6130 P:164</u></p>	<p>E-RECORDING</p>



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura Hughes, County Clerk

Recorded By: Victoria Crowder, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Record and Return To:

SILVER STAR TITLE, LLC DBA SENDERA TITLE
1409 SUMMIT AVENUE
FORT WORTH, TX 76102



NOTE 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:
Windmill Farms Association, Inc.
c/o Essex Association Management, L.P.
Attention: Ron Corcoran
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

STATE OF TEXAS)
)
COUNTY OF KAUFMAN)

**AMENDMENT AND SUPPLEMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WINDMILL FARMS
(Windmill Farms Phase 4A)**

THIS AMENDMENT AND SUPPLEMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDMILL FARMS (this "Supplement") is made and entered into to be effective as of September 3, 2019 (the "Effective Date"), by EQK BRIDGEVIEW PLAZA, LLC a Delaware limited liability company (formerly known as EQK Bridgeview Plaza, Inc., a Nevada corporation) (the "Declarant").

PRELIMINARY STATEMENTS

A. On April 10, 2014 the Declarant executed that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Windmill Farms recorded on April 16, 2014 as Document No. 2014-0006193, in Volume 4547, Page 266 of the Official Public Records of Kaufman County, Texas, as modified and amended by that certain First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Windmill Farms dated July 1, 2018, and recorded on August 10, 2018 under Document No. 20180019882, and in Volume 5768, Page 1 of the Official Public Records of Kaufman County, Texas, and that certain Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Windmill Farms dated February 21, 2019 under Document No. 2019-003897, and in Volume 5937, Page 562 of the Official Public Records of Kaufman County, Texas, and as further modified and amended by that certain Amendment and Supplement to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Windmill Farms dated May 9, 2019, and recorded on May 15, 2019 under Document No. 2019-0010638, and in Volume 6008, Page 256 of the Official Public Records of Kaufman County, Texas, and as may be further modified, amended and

supplemented now and hereafter from time to time (as so modified, amended and/or supplemented, the "Declaration") which amended, restated and superseded the Master Declaration (as defined in the Declaration) and the Phase 1 Declaration (as defined in the Declaration);

B. Declarant holds all Declarant rights reserved under the Declaration, and pursuant to its rights as Declarant, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Declaration, as more specifically provided in this Supplement.

C. The Declarant desires to annex the real property described on Exhibit A-1 attached hereto and incorporated herein by reference (the "Additional Land"), and executes and records this Supplement as evidence of its approval of inclusion and annexation of the Additional Land into the Property subject to the Declaration pursuant to Declarant's rights under the Declaration. The Additional Land shall be annexed into the Property subject to the Declaration as part of the *Residential Lot Development Area – Part A* (as defined in the Declaration).

D. A portion of the Additional Land is owned by Declarant and the remaining portion of the Additional Land is owned by 130 WINDMILL FARMS, LP (the "Additional Land Owner"). Additional Land Owner desires to join in this Supplement as an "Owner" of its portion of the Additional Land to consent to, acknowledge, agree to and approve of encumbering the Additional Land by the Declaration, as modified, amended and supplemented by this Supplement.

E. The Declarant and the Additional Land Owner intend that the Additional Land be considered Property and part of Residential Lot Development Area – Part A for purposes of this Declaration, and that all terms, covenants, conditions, restrictions and obligations of the Declaration that apply to the Property as part of Residential Lot Development Area – Part A will apply to the Additional Land, and Declarant desires to amend the Declaration to include such Additional Land within the Property and Residential Lot Development Area – Part A, subject to the terms of this Supplement.

F. As of the date of this Supplement, the Development Period (as defined in the Declaration) has not yet expired, and the Declarant desires to modify and amend the Declaration in accordance with its rights under the Declaration, including, without limitation, Section B.6 of Appendix 1 of the Declaration.

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. Additional Land Subject to Declaration. In accordance with the provisions of the Declaration, including, without limitation, Section B.6 of Appendix 1 of the Declaration, the Declarant does hereby amend the Declaration to include the Additional Land as part of the Property and Residential Lot Development Area – Part A subject to the Declaration, with such Additional Land developed or to be developed as Lots and/or Common Area, in accordance with the Plat approved and recorded or to be recorded in the map/plat records of Kaufman County, Texas. 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 Common Areas upon the Additional Land, and declares that Additional Land and all portions thereof are and shall be developed, held, used, sold, and conveyed subject to the provisions of the Declaration, as may be modified or amended from time to time, and 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. All of the provisions of the Declaration, as amended shall apply to the Additional Land with the same force and effect as if such Additional Land was originally included in the Declaration, and the total number of Lots under the Declaration increased accordingly. Each Lot within the Additional Land shall be subject to the use restrictions and architectural controls as provided in the Declaration applicable to Residential Lot Development Area – Part A and which apply to Lots and any residence or other improvement or structure constructed thereon. *Exhibit A* attached to the Declaration is hereby modified and amended to add to the land originally described on such *Exhibit A* of the Declaration, the Additional Land described on Exhibit A-1 attached hereto as if the same was originally included in the Declaration.

3. 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 or entity is an Owner, as provided in the Declaration.

4. Assessments. An Assessment Lien is hereby created and reserved in favor of the Association to secure the collection of Assessments as provided in the Declaration, and as provided for, authorized, or contemplated herein. 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. Until and unless otherwise determined by the Board of Directors of the Association, the annual assessment for Lots in the Additional Land shall be the same as that charged to all other Lots within the Property.

5. Consent and Subordination. First United Bank, formerly known as American Bank of Texas, (hereinafter referred to as “Lender”) hereby confirms the consent of Lender to the terms,

provisions and conditions of this Supplement and the Declaration, as amended by this Supplement, and hereby agrees that the liens, security interests, terms and provisions of the documents described in Exhibit B-1 (collectively, the "Lien Documents") are hereby subordinated and made subject to the terms, provisions and conditions of the Declaration, as amended by this Supplement, such that from and after the effective date of this Supplement, the terms, provisions and conditions of the Declaration, as amended by this Supplement, are and shall be prior and superior to the liens, security interests, terms and provisions of the Lien Documents, unless otherwise specifically set forth to the contrary in the Declaration, as amended by this Supplement.

6. No Other Effect. Except as expressly amended by this Supplement, the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as amended hereby, 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 any one provision of this Supplement by judgment or court order shall in now 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 Effective Date as Declarant and as an "Owner" of the Additional Land.

DECLARANT:

EQK BRIDGEVIEW PLAZA, LLC,
a Delaware limited liability company

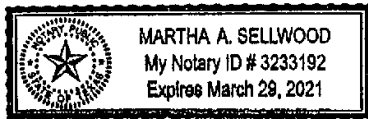
By: [Signature]
Name: Daniel J. Moos
Title: PRESIDENT

STATE OF TEXAS)

COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Daniel J. Moos, as President of EQK BRIDGEVIEW PLAZA, LLC, a Delaware limited liability company, known to me to be the person and duly authorized officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of September, 2019.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 3/29/2021

[ADDITIONAL SIGNATURE PAGE OF THE ADDITIONAL LAND OWNER FOLLOWS]

THE FOREGOING SUPPLEMENT IS HEREBY JOINED BY, CONSENTED TO, ACKNOWLEDGED, AGREED TO AND APPROVED BY:

ADDITIONAL LAND OWNER:

130 WINDMILL FARMS, LP,
a Texas limited partnership

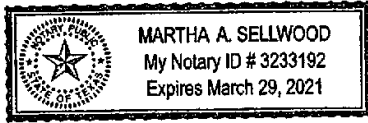
By: *Robert C. Murray Sr.*
Robert C. Murray, Sr.
Manager

STATE OF TEXAS)

COUNTY OF DALLAS)

This instrument was acknowledged before me on this 5th day of September 2019,
by Robert C. Murray, Sr., Manager of 130 Windmill Farms, LP, a Texas limited partnership, on
behalf of said entity

Martha A. Sellwood
Notary Public, State of Texas



THE FOREGOING SUPPLEMENT IS HEREBY JOINED BY, CONSENTED TO, ACKNOWLEDGED, AGREED TO AND APPROVED BY:

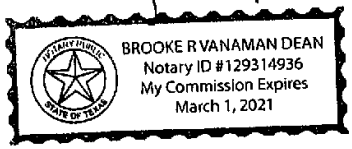
LENDER:

FIRST UNITED BANK, f/k/a American Bank of Texas

By: [Signature]
Name: Clay Carter
Title: Senior Vice President

STATE OF TEXAS)
COUNTY OF Collin)
~~DALLAS~~

This instrument was acknowledged before me on this 5th day of Sept., 2019,
by Clay Carter, SVP of First United Bank & Trust
a OK banking corp., on behalf of said entity



[Signature]
Notary Public, State of Texas

EXHIBIT A-1

All of that land described in the Final Plat of Windmill Farms Phase 4A, a subdivision in Kaufman County, Texas, according to the plat thereof recorded in Volume 3, Page 513 of the Plat Records of Kaufman County, Texas.

EXHIBIT B-1

Vendor's Lien retained in Special Warranty Deed dated November 17, 2006, filed November 5, 2006, recorded in Volume 3024, Page 582, Official Public Records, Kaufman County, Texas, executed by Transcontinental Realty Investors, Inc., a Nevada corporation to EQK Windmill Farms, LLC, a Nevada limited liability company, securing the payment of one note of even date therewith in the sum of \$43,806,786.00, payable to the order of Colonial Bank, N.A., as therein provided; said Note and Lien being further secured by Deed of Trust of even date therewith to C. Malcolm Holland, Trustee(s), recorded in Volume 3025, Page 1, Official Public Records, Kaufman County, Texas and subject to all the terms, conditions, and provisions contained in said Deed of Trust. As affected by First Amendment to Deed of Trust, dated November 17, 2007, filed May 15, 2008, recorded in Volume 3397, Page 179, Official Public Records, Kaufman County, Texas. As affected by Loan Modification Agreement, dated November 17, 2007, filed May 15, 2008, recorded in Volume 3397, Page 203, Official Public Records, Kaufman County, Texas. As affected by Second Amendment to Deed of Trust, dated April 16, 2008, filed June 13, 2008, recorded in Volume 3412, Page 294, Official Public Records, Kaufman County, Texas. As affected by Second Loan Modification Agreement, dated April 16, 2008, filed June 13, 2008, recorded in Volume 3412, Page 318, Official Public Records, Kaufman County, Texas. As affected by Third Amendment to Deed of Trust, dated November 17, 2008, filed February 12, 2009, recorded in Volume 3536, Page 461, Official Public Records, Kaufman County, Texas. As affected by Fourth Amendment to Deed of Trust, dated November 17, 2009, filed January 14, 2010, recorded in Volume 3706, Page 170, Official Public Records, Kaufman County, Texas. As affected by Removal and Appointment of Substitute Trustee, dated September 7, 2010, filed September 10, 2010, recorded in Volume 3824, Page 10, Official Public Records, Kaufman County, Texas. Said Note and Deed of Trust having been assigned to American Bank of Texas, by instrument dated October 31, 2011, filed December 5, 2011, recorded in Volume 4042, Page 53, Official Public Records, Kaufman County, Texas. As affected by Omnibus Amendment, Assumption, Reinstatement and Extension Agreement, dated November 1, 2011, filed December 5, 2011, recorded in Volume 4042, Page 57, Official Public Records, Kaufman County, Texas. As affected by Second Amendment to Omnibus Amendment, Assumption, Reinstatement and Extension Agreement, dated November 1, 2016, filed March 2, 2017, recorded in Volume 5277, Page 409, Official Public Records, Kaufman County, Texas. As affected by Third Amendment to Omnibus Amendment, Assumption, Reinstatement and Extension Agreement, dated December 31, 2016, filed March 2, 2017, recorded in Volume 5277, Page 418, Official Public Records, Kaufman County, Texas. As affected by Fourth Amendment to Omnibus Amendment, Assumption, Reinstatement and Extension Agreement, dated February 28, 2017, filed March 16, 2017, recorded in Volume 5289, Page 229, Official Public Records, Kaufman County, Texas. As affected by Fifth Amendment to Omnibus Amendment, Assumption, Reinstatement and Extension Agreement, dated February 28, 2019, filed March 29, 2019, recorded in Volume 5968, Page 463, Official Public Records, Kaufman County, Texas.

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Supplement- Windmill Farms Phase 4A
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