

Kaufman County  
Laura Hughes  
County Clerk

Instrument Number: 2024-0038531

Billable Pages: 8  
Number of Pages: 9

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| <p><b>On:</b> 12/12/2024 at 02:50 PM</p> <p><b>Document Number:</b> <u>2024-0038531</u></p> <p><b>Receipt No:</b> <u>24-33737</u></p> <p><b>Amount:</b> \$ <u>53.00</u></p> <p><b>Vol/Pg:</b> <u>V:8782 P:9</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 A. Hughes*

Laura Hughes, County Clerk

Recorded By: Jessica Moya, 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:**

HENRY ODDO AUSTIN & FLETCHER, P.C.  
1717 MAIN STREET, SUITE 4600  
DALLAS, TX 75201



AFTER RECORDING, RETURN TO:  
Windmill Farms Association, Inc.  
c/o Essex Association Management, L.P.  
1512 Crescent Drive, Suite 112  
Carrollton, Texas 75006

STATE OF TEXAS           §  
  §  
COUNTY OF KAUFMAN   §

**EIGHTH AMENDMENT AND SUPPLEMENT TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WINDMILL FARMS**  
*(Windmill Farms Phase 6B)*

THIS EIGHTH AMENDMENT AND SUPPLEMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDMILL FARMS (this "Supplement") is made and entered into as of December 11, 2024 (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. 2018-0019882, and in Volume 5768, Page 1 of the Official Public Records of Kaufman County, Texas, and as further modified and amended by that certain **Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Windmill Farms** dated February 11, 2019, and recorded on February 21, 2019 under Document No. 2019-0003897, and in Volume 5937, Page 562 of the Official Public Records of Kaufman County, Texas, and as further modified and amended by that certain [Third] **Amendment and Supplement to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Windmill Farms (Windmill Farms Phase 3B)** 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 (the "Third Amendment"), and as further modified and amended by that certain [Fourth] **Amendment and Supplement to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Windmill Farms** (Windmill Farms Phase 4A)

dated September 3, 2019, and recorded on September 6, 2019 under Document No. 2019-0021826, and in Volume 6130, Page 165 of the Official Public Records of Kaufman County, Texas (the "Fourth Amendment"), and as further modified and amended by that certain **Fifth Amendment and Supplement to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Windmill Farms (Windmill Farms -2.0404± Commercial Tract)** dated March 26, 2020, and recorded on April 21, 2020 under Document No. 2020-0010411, and in Volume 6377, Page 601 of the Official Public Records of Kaufman County, Texas (the "Fifth Amendment"), **Sixth Amendment and Supplement to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Windmill Farms (Windmill Farms Phase B and Phase 4C)** dated July 29, 2020, and recorded on August 3, 2020 under Document No. 2020-0022285, and in Volume 6523, Page 335, of the Official Public Records of Kaufman County, Texas (the "Sixth Amendment"), and **Seventh Amendment and Supplement to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Windmill Farms (Windmill Farms Phase 4D1 and Phase 6A)** dated August 12, 2020, and recorded on January 29, 2021 under Document No. 2021-0003965, and in Volume 6812, Page 500, of the Official Public Records of Kaufman County, Texas, and as the same 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 I Declaration (as defined in the Declaration);

B. As of the date hereof, the Declarant owns property subject to the terms of the Declaration, and Declarant holds all Declarant rights reserved under the Declaration, 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.3.4 of Appendix I of the Declaration

C. Pursuant to its rights as Declarant under the Declaration, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Declaration, as more specifically provided in this Supplement.

D. The Declarant desires to annex all Residential Lots and Common Areas (Open Space Lots on Plat of Phase 6B) of the real property described on Exhibit A attached hereto and incorporated herein by reference (the "Subject Property") into the Property (as defined in the Declaration), and pursuant to Declarant's rights under Section 1.3a. of the Declaration, the Declarant desires to designate the Residential Lots within Subject Property as part of Residential Lot Development Area - Part B, and executes and records this Supplement as evidence of its approval of inclusion and annexation of the Residential Lots and Common Areas within the Subject Property into the Property (as defined in the Declaration) with the Residential Lots becoming part of the Residential Lot Development Area - Part B pursuant to Declarant's rights under the Declaration, and hereby established certain additional covenants, conditions and

restrictions applicable to the Residential Lots within the Subject Property, as more specifically set forth herein.

E. The Declarant is the Owner of all of the Subject Property and the Declarant intends that only the Residential Lots within the Subject Property and the Common Areas be considered part of the Property (as defined in the Declaration), and all Residential Lots within the Subject Property shall be part of Residential Lot Development Area – Part B for purposes of the Declaration, and that the terms all of the terms, covenants, conditions, restrictions and obligations of the Declaration that apply to the Property as part of Residential Lot Development Area - Part B will apply to the Residential Lots within the Subject Property, and Declarant desires to amend the Declaration to include such Residential Lots within the Subject Property within the Property (as defined in the Declaration) and Residential Lot Development Area - Part B, 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. Annexation of the Residential Lots Only and Common Area Lots Within the Subject Property. In accordance with the provisions of the Declaration, including, without limitation, Section B.6 of Appendix 1 of the Declaration, and for purposes of clarification, the Declarant does hereby amend the Declaration to include the Residential Lots within Subject Property as part of the Property and Residential Lot Development Area - Part B subject to the Declaration, with such Residential Lots and Common Area Lots within the Subject Property 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 Subject Property, and declares that the Residential Lots and Common Area Lots within the Subject Property 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 the Residential Lots and Common Area Lots within the Subject Property as set forth in this Supplement. All of the provisions of the Declaration, as amended shall apply to the Residential Lots and Common Area Lots within the Subject Property with the same force and effect as if such Residential Lots and Common Area Lots within the Subject Property were originally included in the Declaration, and the total number of Lots under the Declaration increased accordingly. Each Residential Lot within the Subject Property shall be

subject to the use restrictions and architectural controls as provided in the Declaration applicable to Residential Lot Development Area - Part B 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 Subject Property described on Exhibit A attached hereto as if same was originally included in the Declaration.

3. Residential Lots within Phase 6B Land Designated as Residential Lot Development Area – Part B. In accordance with the provisions of the Declaration, including, without limitation, Section 1.3a. of the Declaration and Section B.3.4 of Appendix 1 of the Declaration, the Declarant hereby designates the Residential Lots within the Subject Property, as part of the Residential Lot Development Area- Part B and the Declarant hereby adopts, establishes and imposes the covenants, conditions, restrictions, assessments, easements, liens and charges of the Declaration as they apply to Residential Lots and Common Areas within the Residential Lot Development Area - Part B upon the Residential Lots and Common Areas within the Subject Property, and declares that the Residential Lots and Common Area Lots within the Subject Property and all portions thereof are and shall be developed, held, used, sold, and conveyed subject to the provisions of the Declaration applicable to the Residential Lot Development Area - Part B and this Supplement, 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 applicable to the Residential Lot Development Area – Part B with respect to the Residential Lots and Common Area Lots within the Subject Property as set forth in this Supplement. All of the provisions of the Declaration, as amended as applicable to the Residential Lot Development Area - Part B shall apply to the Residential Lots within the Subject Property with the same force and effect as if such the Residential Lots within the Subject Property were originally included in the Residential Lot Development Area – Part B under the Declaration. Each Residential Lot within the Subject Property shall be subject to the use restrictions and architectural controls as provided in the Declaration applicable to Residential Lot Development Area - Part B and which apply to Lots and any residence or other improvement or structure constructed thereon.

4. Leasing of Residences. The Declaration with respect to the Residential Lots within the Subject Property is hereby modified and amended to specifically permit an Owner to lease the residence on any such Owner's Lot within the Residential Lots of the Subject Property. Whether or not it is so stated in a lease, every lease is subject to the Declaration, all governing documents of the Association and all governmental requirements. An Owner is responsible for providing his tenant with copies of the Declaration and all governing documents of the Association and notifying him/her of changes thereto. Failure by the tenant or his invitees to comply with the Declaration, the governing documents of the Association, federal or state law, or local ordinance or other governmental requirements is deemed to be a default under the lease. When the Association notifies an Owner of his tenant's violation, the Owner will promptly obtain his tenant's compliance or

exercise his rights as a landlord for tenant's breach of lease. Tenant and Owner shall be jointly and severally liable for any damages, fines, assessments or other claims made, levied or charged by the Association with respect to any violation of tenant under the Declaration or the governing documents of the Association. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Owner shall be deemed in violation of the Declaration and/or the governing documents of the Association and the Association has the power and right to pursue any and all rights and remedies of the Association under the Declaration or other governing documents of the Association against the Owner or such Owner's Lot, including, without limitation, those rights and remedies under Section 5.2 or under Section 8.4 of the Declaration. The Owner of a leased Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Declaration, any governing documents of the Association and/or any governmental requirements against his/her tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Declaration or any governing documents of the Association against the Owner's tenant. The terms of this Paragraph 4 affecting the Subject Property shall **not** be modified or amended without the express written consent and joinder of the Declarant and any homebuilder(s) constructing the initial residences on Lot(s) that are an Owner of Lot(s) in the Subject Property.

5. Membership and Voting Rights. Each Owner of a Residential Lot within the Subject Property 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.

6. 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 Residential Lot within the Subject Property, 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 Subject Property shall be the same as that charged to all other Lots within the Property.

7. Exclusion of Commercial Lot. This Supplement specifically excludes, and does not encumber Lot 1 of Block V as set forth in the Plat of Windmill Farms Phase 6B (the "Commercial Lot"), such that this Supplement does not subject the Commercial Lot to the Declaration; provided, however, the Commercial Lot may be annexed and subjected to the Declaration by Declarant at a later date.

8. No Other Effect. Except as expressly amended by this Supplement, the terms and provisions of the Declaration and Design Guidelines are not amended, modified or supplemented, and the Declaration and Design Guidelines, as amended hereby, are hereby supplemented and amended by the Declarant and the Subject Property is hereby affected by and included in the Property affected by such Declaration as set forth herein.

9. 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.

9. 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.

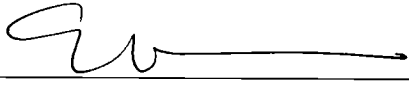
10. Amendment. So long as the Development Period has not expired or terminated, Declarant reserves the right to amend this Supplement without the approval of any party with exception of the Owner of any property released or subjected to the terms of the Declaration by virtue of any such amendment.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed to be effective as of the Effective Date.

[SIGNATURE TO FOLLOW]

**DECLARANT:**

EQK BRIDGEVIEW PLAZA, LLC,  
A Delaware limited liability company

By: 

Name: Erik L. Johnson

Title: President

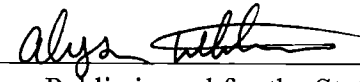
STATE OF TEXAS §

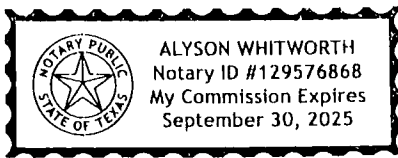
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COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Erik L. Johnson, 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 12 day of December, 2024.

  
Notary Public in and for the State of Texas  
My Commission Expires: 09/30/2025





## EXHIBIT A

### LEGAL DESCRIPTION OF THE PHASE 6B LAND ANNEXED

- All lots, tracts or parcels of real property described in and set forth in that certain Final Plat of **WINDMILL FARMS PHASE 6B**, recorded on November 20, 2024, as Instrument No. 2024-0036160, and Cabinet 4, Sleeve 437, in the Map or Plat Records of Kaufman County, Texas; SAVE AND EXCEPT, and specifically excluding, Lot 1 of Block V of Windmill Farms Phase 6B.