

Kaufman County
Laura Hughes
County Clerk

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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: Bobbie Bartlett, Deputy

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Windmill Farms 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 KAUFMAN §

SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDMILL FARMS

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDMILL FARMS (this "Amendment") is made and entered by EQK BRIDGEVIEW PLAZA, LLC, a Delaware limited liability company (formerly known as EQK Bridgeview Plaza, Inc., a Nevada corporation) (the "Declarant"), as of the 11th day of February, 2019.

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from time to time (as so modified, amended and/or supplemented, the "Declaration") which amended, restated and superseded the Master Declaration (as defined in the Declaration) and the Phase 1 Declaration (as defined in the Declaration);

WHEREAS, in accordance with Section 8.2 of the Declaration, for as long as Declarant owns property subject to the terms of the Declaration, the Declarant has the right at any time, in its sole discretion to amend the Declaration by any instrument in writing duly signed, acknowledged, and filed for record in Kaufman County, Texas;

WHEREAS, the Declarant owns property subject to the terms of the Declaration;

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.

1. Amendments. (a) The definition of "Lot", "Residential Lot" and "Retail/Commercial Land" in Article 1, Section 1.1 of the Declaration is hereby modified and amended effective as of April 10, 2014 (being the effective date of the Declaration) as follows:

"Lot" shall mean and refer to any plot of land shown on any recorded plat or its equivalent of the Property thereof filed or approved by Declarant. The Property may be developed to include up to twelve thousand (12,000) Lots (the "Maximum Number of Lots"), all of which may be made subject to this Declaration.

"Multi-Family Lot" shall mean any portion of the Property or any Lot used for residential multi-family and ancillary uses, specifically excluding the Common Area, and designated by Declarant or this Declaration as Multi-Family Development Area.

"Residential Lot" shall mean and refer to a Lot platted for single family residential use, specifically excluding the Common Area, and designated by Declarant or this Declaration as a Residential Lot Development Area- Part A or Residential Lot Development Area – Part B and not designated to be within the Multi-Family Development Area or Commercial/Retail Development Area.

"Retail/Commercial Land" shall mean and refer to any portion of the Property or any Lot used for purposes other than residential uses, specifically excluding the Common Area, and designated by the Declarant or this Declaration as Commercial/Retail Development Area."

(b) Section 1.1 of Article 1 is hereby modified and amended to add the following as new defined terms effective as of April 10, 2014 (being the effective date of the Declaration):

"Development Area" shall mean any portion of the Property developed for a particular use or combination of uses. The Property may include Commercial/Retail Development Areas, Residential Lot Development Area – Part A, Residential Lot development Area – Part B, and/or Multi-Family Development Areas.

"Commercial/Retail Development Area" shall mean any portion of the Property or any Lot developed for non-residential uses, excluding any Common Areas, and designated by this Declaration or by Declarant in a Supplementary Declaration as a Commercial/Retail Development Area pursuant to the terms of Section 1.3.a

hereof. The Commercial/Retail Development Area shall specifically include the Land described in Exhibit "C" attached hereto.

“ Residential Lot Development Area – Part A ” shall mean any portion of the Property or any Lot developed for single family residential use for sale of a residential dwelling to an end use home buyer that is located within Kaufman County Freshwater Supply District 1B or the Kaufman County Fresh Water Supply District 1C, or as may be designated by Declarant in a Supplementary Declaration as within Residential Lot Development Area –Part A pursuant to the terms of Section 1.3.a hereof.

“ Residential Lot Development Area – Part B ” shall mean any portion of the Property or any Lot developed for single family residential use for sale of a residential dwelling to an end use home buyer that is located outside of the boundaries of Kaufman County Freshwater Supply District 1B and/or the Kaufman County Fresh Water Supply District 1C, or as may be designated by Declarant in a Supplementary Declaration as within Residential Lot Development Area –Part B pursuant to the terms of Section 1.3.a hereof

“Multi-Family Development Area” shall mean any portion of the Property or any Lot developed for residential units in a multi-family apartment building (each unit being referred to herein as an “Apartment”), and as designated by Declarant in a Supplementary Declaration as a Multi-Family Development Area pursuant to the terms of Section 1.3.a hereof.”

“Sub-Association” means the property owners association created to administer the Lots and any Buildings thereon pursuant to the terms of a Sub-Declaration. The formation of the Sub-Association must be approved in advance and in writing by the Declarant during the Development Period, and a majority of the Board after expiration or termination of the Development Period together with the written consent of Declarant (for as long as Declarant owns any portion of the Property).

“Sub-Declarant” means the “Declarant” pursuant to the Sub-Declaration.

“Sub-Declaration” means a subordinate declaration of covenants pertaining to the some, but not all Lots which provides for the creation of the Sub-Association and assessments to be levied by the Sub-Association to discharge costs and expenses anticipated to be incurred by the Sub-Association. The Sub-Declaration must be approved in advance and in writing by the Declarant during the Development Period, and a majority of the Board after expiration or termination of the Development Period together with the written consent of Declarant (for as long as Declarant owns any portion of the Property).”

(c) Article 1, Section 1.2 of the Declaration is hereby modified and amended effective as of April 10, 2014 by adding the following as a new sentence at the end of such Section 1.2:

“It is anticipated that the Property shall be developed to include the Maximum Number of Lots in at least five (5) phases and/or multiple sub-phases thereof.”

(d) The last sentence of Section 1.3.a. is hereby modified and amended to read in its entirety as follows: *“A supplementary declaration may designate portions of the Property as a specific Development Area, and provide additional or more restrictive requirements than those set forth hereunder as may be applicable to particular uses, and may provide levying of additional assessments or reduction in assessments levied as may be required to support the intended development of the portion of the Property subject to the terms of such supplementary declaration.”*

(e) The following is added as a new Section 1.6 in Article 1 of the Declaration:

“Section 1.6 Further Subdivision; Replatting; Sub-Associations and Sub-Declarations. (a) The Declarant or subsequent Owner of any Development Area (with the prior written approval of the Declarant during the Development Period, and thereafter the Board, which approval of Declarant and/or the Board may be withheld in the Declarant’s or Board’s, as applicable, sole and absolute discretion) may subdivide a Development Area by establishing a condominium regime thereon in accordance with Chapter 82, et seq. of the Texas Property Code (the Texas Uniform Condominium Act) (“TUCA”) that is subordinate to this Declaration, and thereby creating two or more condominium units and related restrictive covenants thereon to facilitate the separate ownership of portions of the Development Area (i.e. site development condominiums) or any Improvements constructed on a Lot within such Development Area, in which event (i) the condominium association governing the Development Area, or authorized representative thereof, shall be entitled to exercise (or by covenants, conditions and restrictions established for such condominium shall be entitled to delegate to the members of the condominium association) the rights of the “Owner” of the Development Area, as the case may be, hereunder collectively for all owners of condominium units within the such Development Area, and no individual condominium unit owner shall be entitled to exercise such rights, and (ii) all owners of condominium units within the Development Area shall be jointly and severally liable for the duties and obligations of the “Owner” of the Lots within such Development Area hereunder. Except as provided in the preceding sentence, no Lot shall be resubdivided; provided, however, that Declarant shall have and reserves the right, at any time, or from time to time, to file a replat of the Plat or a portion thereof to effect a reconfiguration of any Lots in the Property then owned by Declarant, and subject to obtaining any necessary approval, joinder or consent of the appropriate county and/or municipal authorities. The consent or approval of Owners other than Declarant shall not be required for such replatting.

“(b) The Owner of any Development Area, as a Sub-Declarant, may (but is in no way obligated to) establish the Sub-Declaration and the Sub-Association for a portion of the Property owned by such Owner by recordation of such Sub-Declaration in the Official Public Records of Kaufman County, Texas. The creation

of the Sub-Association and establishment of the Sub-Declaration will not modify any obligations, limitations, rights, benefits or burdens established by this Declaration, except as may otherwise be expressly provided herein. The Sub-Declaration, as approved by Declarant and/or the Board, may provide for the performance of certain rights and/or obligations of the Declarant and/or the Association by the Sub-Declarant named in such Sub-Declaration or the Sub-Association. The terms and provisions of the Sub-Declaration and/or governing documents of the Sub-Association, together with any modifications, supplements and/or amendments thereto, are subject to the review and approval of the Declarant in advance and in writing during the Development Period, and thereafter by the Board with Declarant's approval for as long as Declarant owns any portion of the Property, which approval of Declarant and/or the Board may be withheld in the Declarant's or Board's, as applicable, sole and absolute discretion. The Sub-Declaration (and/or any modifications, supplements and/or amendments thereto that conflict with the terms of this Declaration), filed in the Official Public Records of Kaufman County, Texas, against all or any portion of the Property which has not been approved by Declarant or the Board, as evidenced by Declarant and/or an officer of the Association indicating Board approval of such Sub Declaration, as applicable, shall be void and of no force or effect."

(f) Article 2, Section 2.1(a) of the Declaration is hereby modified and amended effective as of April 10, 2014 in its entirety to read as follows:

“(a) Control. The Association's rights, duties and obligations under this Declaration shall be administered by the Board, except for those matters specifically delegated to the Architectural Control Committee in this Declaration. The Board shall consist of five (5) individuals who shall be selected by Declarant to serve as directors on the Board until the earlier of the date (the “Transition Date”) which is one hundred twenty (120) days after seventy-five percent of the Maximum Number of Lots has been developed within the Property and sold to owners other than a Declarant or a builder in the business of constructing homes who purchased the Lots. From and after the Transition Date, the Declarant shall select three (3) of the Board members, and the non-Declarant owners shall elect two (2) Board members. The Board may not consist of more than five (5) members until the Declarant no longer owns any Lots in the Property. After the earlier of (i) December 31, 2067, or (ii) the date on which Declarant relinquishes its rights to appoint all members of the Board by instrument recorded in Kaufman County, Texas referencing this Declaration, the Board shall be elected by the majority vote of Members voting in person or by proxy at a meeting duly called for the purpose of electing Board members. All Board members elected by Members after the Transition Date shall be initially elected to serve for a period of time as may be required to ensure directors serving on the Board serve for staggered terms so that not more than two (2) Board member positions shall be up for regular election in any one calendar year. After the initial term of each Board member position, each subsequently elected Board member shall serve a term of two (2) years.”

(g) The first Sentence of Section 2.1(d) is hereby modified and amended to read in its entirety as follows: *“A vote of the majority of the Board of Directors is required for all matters except as otherwise expressly required herein or by applicable law or statute; provided, however, Declarant hereby reserves certain rights during the Declarant Control Period, and the Development Period, as set forth on Appendix I attached hereto.”*

(h) Section 2.3 is hereby modified and amended to add the following as the last sentence of such Section 2.3: *“The budget adopted by the Board may include one or more line items to establish reserve accounts (on a restricted, non-restricted, or other basis) as well as budget for or establishment of a contingency.”*

(i) Article 2, Section 2.5(a) and Section 2.5(b) are hereby modified and amended to read in their entirety as follows:

“(a) Class A Members. Class A Members shall be all those Members described in Section 2.4 hereof with the exception of Declarant. Class A Members shall be entitled to (i) one (1) vote for each Residential Lot owned, and (ii) one (1) vote for each Lot platted on Retail/Commercial Land owned by it or one (1) vote for each one thousand (1000) square feet of building located on Retail/Commercial Development Area, and (iii) one (1) vote for every one thousand rentable square feet of Apartments located on a Multi-Family Development Area. When two or more persons or entities hold undivided interests in a Lot, all such persons or entities shall be Class A Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Residential Lot in a Residential Lot Development Area, or one thousand (1000) square feet of building on Retail/Commercial Development Area, or one thousand (1000) rentable square feet of Apartments in a Multi-Family Development Area which such Member own undivided interests.

“(b) Class B Members. The Class B Member shall be the Declarant. The Class B Member shall be entitled to (i) ten (10) votes for each Residential Lot owned by it, (ii) (100) votes for each Lot platted on Retail/Commercial Development Area owned by it or one hundred (100) votes for each one thousand (1000) square feet of building located on Retail/Commercial Development Area owned by it, and (iii) one hundred (100) votes for each one thousand (1000) rentable square feet of Apartments located on Multi-Family Development Area owned by it, and (iv) ten thousand (10,000) votes per acre of unplatted land owned or controlled by it. The Declarant shall have Class B Membership status until the earlier of (A) the Transition Date, or (B) the date on which Declarant no longer owns any Property subject to this Declaration. Thereafter, the Class B membership shall expire and be converted to Class A membership, and Declarant shall be entitled to (I) one (1) vote for each Residential Lot owned, and (II) one (1) vote for each Lot platted on Retail/Commercial Land owned by it or one (1) vote for each one thousand (1000) square feet of building located on Retail/Commercial Development Area, and (III) one (1) vote for every one thousand rentable square feet of Apartments located on a Multi-Family Development Area.”

(j) Section 3.3 is hereby deleted in its entirety and replaced with the following:

“Section 3.3. Annual Assessment. Each Owner of a single family residential Lot shall pay to the Association an initial annual assessment equal to Four Hundred Ninety-Five and No/100 (\$495.00) per Residential Lot per year. The annual assessment on (a) Multi-Family Development Area shall be the product of the number of Apartments within the Multi-Family Development Area, multiplied by an amount equal to twenty percent (20%) of the annual assessment charged to Residential Lots, and (b) for each Retail/Commercial Development Area shall be established by Declarant pursuant to the supplementary Declaration for such Retail/Commercial Development Area. A portion of the annual assessment collected from each Owner of any Portion of the Property shall be applied to cover costs of security services provided by the Kaufman County Fresh Water Supply District 1A (such portion being referred to herein as the “security assessment”). Unplatted land shall not be subject to the annual assessment; provided, however, the security assessment equal to each Owner's proportionate share of the security fees due from the Association to the Kaufman County Fresh Water Supply District 1A shall commence upon an Owner obtaining a building permit for the initial improvements to be constructed on such Owner's Lot. The proportionate share of the security fee attributable to any Lot or portion of the property shall be based on the (1) square footage of land within such Owner's portion of the Property or Lot on which no vertical improvements have been constructed or with respect to any Residential Lot, or the rentable square footage of improvements located or to be completed on any Multi-Family Lot or Commercial/Retail Lot on which vertical improvements have commenced or been completed, in proportion to the overall square footage of land within Residential Lots or other portions of the Property on which vertical improvements have not commenced, plus the total existing or planned rentable square footage within all Multi-Family Lots and Commercial/Retail Lots containing vertical improvements. The rate of annual assessment (including the security assessment) may be increased by the Declarant or by the vote of the Members, as provided in Section 3.5 hereof. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. In future phases of development within the Property, the Board may fix the annual assessment at a different rate based on the projected expenses of such future phase. The annual assessment for each future phase of development shall be established by Declarant prior to the sale of the first Lot in such future phase.”

(k) Section 3.4 of the Declaration is hereby modified and amended to read in its entirety as follows:

“Section 3.4 Special Assessments. In addition to the annual assessments authorized by Section 3.3 hereof, the Association may, by action of Declarant or the Board, one time per year levy a special assessment in an amount up to fifty percent (50%) of the then annual assessment due from each Owner for purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described Improvement, including the necessary fixtures and

personal property related thereto, or unexpected operating or administrative expenses of the Association, or other purpose as set forth in the Certificate of Formation, Bylaws or other governing documents of the Association; provided, however, if any more than the initial one special assessment is required in a calendar year, such additional special assessment may be levied by the Association by vote of its Members as set out in Section 3.6 hereof and/or other governing documents.”

(l) Section 3.5 of the Declaration is hereby modified and amended to read in its entirety as follows:

“Section 3.5 Vote Required for Increase In Rate of Annual Assessment. The Declarant during the Declarant Control Period, and thereafter the Board may increase the rate of annual assessment up to fifty (50) percent per year without a vote of the Members. An increase, greater than fifty (50) percent, in the rate of the annual assessment, must be approved by a majority vote of Members as defined in Article 2 hereof, voting in person or by proxy, at a meeting duly called for such purpose. Notice of such meeting shall be given to all Members at least thirty (30) but no more than sixty (60) days in advance and shall set forth the purpose of the meeting.”

(m) The Declaration is hereby modified and amended to add a new Section 3.14, and Section 3.15 as follows:

“Section 3.14 Resale Certificate. An Owner intending to sell his home will notify the Association and will request a Resale Certificate (herein so called) from the Association. The Resale Certificate shall include such information as may be required under Section 207.003(b) of the Texas Property Code; provided, however, that the Association or its managing agents may, and probably will, charge a fee in connection with preparation of the Resale Certificate to cover its administrative costs or otherwise, which fee must be paid upon the earlier of (i) delivery of the Resale Certificate to an Owner, or (ii) the Owner’s closing of the sale or transfer of his/her Property or Lot, which such fees are not refundable and may not be regarded as a prepayment of or credit against Regular Assessments or Special Assessments, and are in addition to the contribution to the Reserve Fund or Working Capital Fund. Declarant is exempt from any and all Resale Certificate fees. The Association or its agent shall not be required to issue a Resale Certificate until payment for the cost thereof has been received by the Association or its agent. Transfer fees and fees for the issuance of a Resale Certificate shall in no event exceed the greater of (i) the current annual rate of Regular Assessments applicable at the time of the transfer/sale for each Property being conveyed and are not refundable and may not be regarded as a prepayment of or credit against Regular Assessments or Special Assessments, and are in addition to the contribution to the Reserve Fund or Working Capital Fund. This Section does not obligate the Board or any third party to levy such fees. Transfer-related fees charged by or paid to a managing agent are not subject to the Association’s Assessment Lien, and are not payable by the Association. The Association or its managing agent may pursue any

rights or remedies to collect transfer fees or other expenses incurred in connection with producing a Resale Certificate and providing related services in connection with a transfer, and the Board and members of the Association will not interfere with such efforts. Declarant is exempt from transfer related fees. No Owner of any portion of the Property (including, without limitation, any Owner of a portion of the Retail/Commercial Land is otherwise exempt from transfer related fees.

“Section 3.15 Working Capital Fund. Declarant may (but is not required to) establish a separate working capital fund for the Association which shall be different from the Reserve Fund set forth in the Declaration, Section 2.3, by requiring purchasers of Lots to make a one-time contribution to this fund, subject to the following conditions:

“a. The amount of the contribution to this fund will be (each referred to herein as a Working Capital Contribution”):

- “(i) for transfers from Declarant to an Owner, one hundred percent (100%) of the annual assessment charged hereunder;*
- “(ii) for transfers from a Builder to an Owner, one hundred percent (100%) of the annual assessment charged hereunder; and*
- “(iii) for transfers from non-Builder Owners to an Owner, the greater of (i) one hundred percent (100%) of the annual assessment charged hereunder, or (ii) \$500.00.*

“No Working Capital Contributions shall be due or will be collected on the closing of the sale of the Lot to a Declarant, a Successor Declarant, or Declarant-affiliate. Declarant may elect, at Declarant's sole and absolute discretion, to reduce the Working Capital Contribution due from a Builder or exempt a Builder from the obligation to make a Working Capital Contribution hereunder. The Declarant during the Declarant Control Period and thereafter the Board, may increase the rate of annual assessment up to fifty (50) percent per year without a vote of the Members.

“b. Subject to the foregoing, a Lot's contribution should be collected from the Owner at closing upon sale of Lot. Declarant acknowledges that this condition may create an inequity among the Owners, but deems it a necessary response to the diversification of marketing and closing Lot sales.

“c. Working Capital Contributions to the working capital fund are not advance payments of any Assessments or made in lieu of other reserve fund payments or amounts to be collected or due hereunder in the event of a transfer of a Lot and are not refundable to the contributor by the Association or by Declarant. This may not be construed to prevent a selling Owner from negotiating reimbursement of the contribution from a purchaser. Funds may be used for any operating, administrative and/or maintenance needs of the Association, including, without limitation, funding for the Association's operating needs during the Declarant Control Period in the event of a deficit in the Association's operating budget.

“d. Declarant will transfer the balance of the working capital fund, if any, to the Association’s General Reserve Fund on or before termination of the Declarant Control Period.”

(n) The last sentence of Section 4.1 is hereby modified and amended to read in its entirety as follows: *“Once the Development Period has expired or is terminated by Declarant, the members of the ACC shall be appointed by the Board of Directors of the Association.”*

(o) Section 4.15 is hereby modified and amended to read in its entirety as follows:

“Section 4.15. Fees. All costs and fees estimated to be incurred by the Committee in conjunction with engineering and architectural plan review shall be paid in advance by the party submitting said plans. In the event any party submitting plans and specifications to the Committee for review hereunder fails to pay the estimated amount of such fees in advance, it shall be deemed for all purposes of this Article 4 that such plans and specifications have not been submitted to the Committee. If the actual fees of the engineer exceed the estimated fees, the party submitting the plans and specifications shall pay the amount of the excess to the Committee within ten (10) days after receipt of an invoice showing the excess amount. In addition to passing through any costs or expenses incurred by the Committee in performing its duties hereunder, the Association or its managing agent may collect fees to cover its administrative costs in connection with processing any application for Committee approval submitted under this Article 4.”

(p) Section 4.16 is hereby modified and amended to read in its entirety as follows:

“Section 4.16. All Development Areas Subject to Committee/Architectural Reviewer Approval. All Development Areas, including (without limitation) any Improvements constructed within the Commercial/Retail Development Area or Multi-Family Development Area, are subject to the review and approval of plans and specifications for such Development Areas and Improvements thereon by the Committee or Architectural Reviewer; provided, however, each Development Area may be subject to its own design guidelines, as set forth in any supplementary declaration filed against such Development Area.”

(q) The Preamble of Section 5.1(a) is hereby modified and amended to read in its entirety as follows: *“In addition to the protective covenants contained in Section 5.1(b) below, all Lots and Common Areas within Residential Lot Development Area – Part A shall be constructed, developed, occupied and used in accordance with the following protective covenants, except to the extent the following may conflict with any supplementary declaration filed against any portion of such Residential Lot Development Areas – Part A.”*

(r) Section 5.1(a) of the Declaration is hereby modified and amended to add the following new subsections (xxiv),

“(xxiv)Rear Yard Structures. No temporary or permanent structures may be constructed on any Lot without the prior written consent and approval of the

Reviewer, including without limitation (i) children's playhouses and play sets, (ii) dog houses, (iii) greenhouses, (iv) gazebos, (v) pools, spas, and other water features, (vi) cabanas or pergolas, and (vii) buildings for storage of lawn maintenance equipment. Temporary or permanent structures that exceed the height of the fence line around the rear yard of any Lot shall be placed in the rear yard area behind and screened from the street by the primary residence constructed on such Lot.

“(xxv) Basketball Goals. Portable basketball goals may be allowed by written consent of the Reviewer, provided however, no goals may be kept in the street, or within or in a manner that blocks a sidewalk, and goals may not be placed in the grass area located between the front building line and street. Portable goals must be kept in the driveway when in use and stored out of public view when not in use. Permanent basketball goals are prohibited without express consent in writing from the Reviewer. Without limiting the consent rights of the Reviewer, the preferred type of permanent basketball goal are crank type goals that can be lowered and easily disassembled when not in use. The Reviewer retains the right to approve or reject any proposed placement, type, height, or other aspects of any permanent or portable basketball goals submitted for approval to the Reviewer by any Owner. Goals must be kept in good repair at all times and may not use unsightly weights such as tires, sand bags, or rocks unless the Owner can provide written proof from the manufacturer that such weights are the recommended means of weighing down the goal.”

(s) Section 5.1(b) of the Declaration is hereby modified and amended to add the following new subsections (h)

“(h) Use of Association Name and/or Logo. The use of the name of the Association or the Subdivision, or any variation thereof, in any capacity without the express written consent of the Declarant during the Declarant Control Period, and thereafter the Board, is strictly prohibited. Additionally, the use of any logo adopted by the Association or the Subdivision, or use of any photographs of the entryway signage or other Subdivision signs or monuments or Common Properties without the express written consent of the Declarant during the Declarant Control Period, and thereafter the Board, is strictly prohibited.

“(i) Firearms and Weapons. Hunting and shooting are not permitted anywhere on or from the Property. No toys, weapons or firearms, including, without limitation, air rifles, BB guns, sling-shots or other item that is designed to cause harm to any person, animal or property (“Weapons”) may be used in a manner to cause such harm (whether intentionally or negligently or otherwise) to any person, animal or property. Violation of this restriction is subject to an immediate fine of up to \$1,000 per occurrence after the first notification (which may be given in writing or verbally, to the extent permitted under applicable law). The Board may adopt Rules to ban the carrying and use of Weapons within Common Areas and the Subdivision to the extent permitted under applicable law.

“(j) Screening of Trash. Trash, garbage or other waste shall be kept in sanitary containers and shall be kept out of public view or screened from view of the street and any adjacent Lot or Common Area. Any screening fence, wall, landscaping or other screening of garbage or waste containers on a Lot shall be subject to the prior written consent of the Reviewer. The construction or installation of concrete pads for trash cans requires prior written consent of the Reviewer.

“(k) Drones and Unmanned Aircraft. Any Owner operating or using a drone or unmanned aircraft within the Property and related airspace must register such drone or unmanned aircraft with the Federal Aviation Administration (“FAA”), to the extent required under applicable FAA rules and regulations, and mark such drone or unmanned aircraft prominently with the serial number or registration number on the drone or unmanned aircraft for identification purposes. BY ACCEPTANCE OF TITLE TO ANY PORTION OF THE PROPERTY, EACH OWNER ACKNOWLEDGES THAT USE OF A DRONE OR UNMANNED AIRCRAFT TO TAKE IMAGES OF PRIVATE PROPERTY OR PERSONS WITHOUT CONSENT MAY BE A VIOLATION OF TEXAS LAW AND CLASS C MISDEMEANOR SUBJECT TO LEGAL ACTION AND FINES UP TO \$10,000. **IT IS YOUR RESPONSIBILITY TO KNOW AND COMPLY WITH ALL LAWS APPLICABLE TO YOUR DRONE AND/OR UNMANNED AIRCRAFT USE.**

“(l) Fireworks. Fireworks are strictly prohibited. Use of fireworks within the Property is subject to a monetary fine of \$1,000.00 for each violation. A sworn affidavit signed by a witness with legal capacity made under penalty of perjury attesting to the violation and specifying the date of approximate time of such violation which is received by the Association shall be sufficient evidence of such violation.”

(t) Section 5.1 of the Declaration is hereby modified and amended to add a new Section 5.1(c) as follows:

“(c) The Residential Lot Development Area – Part B and all Commercial/Retail Development Areas and all Multi-Family Development Areas shall be subject to the Windmill Farm Community Design Guidelines attached as **Exhibit “D”**, as may be modified or amended from time to time by the Architectural Reviewer (the “Part B Design Guidelines”).”

(u) The Declaration is hereby modified and amended to include **Appendix 1** attached hereto as a new appendix to the Declaration.

(v) **Exhibit “C”** of the Declaration is hereby deleted in its entirety and replaced with **Exhibit “C”** attached hereto.

(w) The Declaration is hereby modified and amended to add as a new **Exhibit “D”**, the **Exhibit “D”** attached hereto..

2. 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.

3. 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.

4. 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.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

EXECUTED to be effective as of the date written above.

DECLARANT:

EOK BRIDGEVIEW PLAZA, LLC,
a Delaware limited liability company

By: *[Signature]*

Name: R.L. Lemke

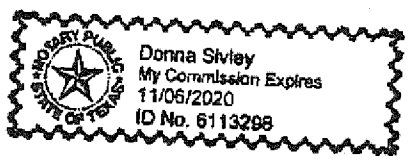
Title: Vice President

STATE OF TEXAS

COUNTY OF Dallas

§
§
§

This instrument was acknowledged before me on the 15th day of February, 2018, by R.L. Lemke, the Vice President of EOK BRIDGEVIEW PLAZA, LLC, a Delaware limited liability company, on behalf of said entity and in the capacity herein stated.



[Signature]
Notary Public, State of Texas

APPENDIX 1
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WINDMILL FARMS

DECLARANT REPRESENTATIONS & RESERVATIONS

B.1. **GENERAL PROVISIONS.**

B.1.1. **Introduction.** Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete upon expiration of the Development Period. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling the Declarant-related provisions in this Appendix.

B.1.2. **General Reservation & Construction.** Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any mortgagee, other Owner, or the Association, prevent or interfere with the rights contained in this Appendix which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of conflict between this Appendix and any other Document, this Appendix controls. This Appendix may not be amended without the prior written consent of Declarant. To the extent any proposed amendment is for the purpose of either amending the provisions of this Declaration or the Association's agreements pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, Common Areas, private Streets or grounds that are the responsibility of the Association, prior written consent of the City may be required. The terms and provisions of this Appendix must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

B.1.3. **Purpose of Development and Declarant Control Periods.** This Appendix gives Declarant certain rights during the Development Period and the Declarant Control Period to ensure a complete and orderly build out and sellout of the Property, which is ultimately for the benefit and protection of Owners and mortgagees. Declarant may not use its control of the Association and the Property for an advantage over the Owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements which the Association may not terminate without cause with ninety days' notice.

B.1.4. **Definitions.** As used in this Appendix and elsewhere in the Documents, the following words and phrases, when capitalized, have the following specified meanings:

a. **"Builder"** means a person or entity which purchases, or contracts to purchase, a Lot from Declarant or from a Builder for the purpose of constructing a Residence or any Improvement for resale (or in Multi-Family Development Areas or Retail/Commercial Development Areas, to lease to occupants) or under contract to an Owner other than Declarant. As used in this Declaration, Builder does not refer to Declarant or to any property development, construction company, home building or property marketing or management company that is an affiliate of Declarant.

b. "Declarant Control Period" means that period of time during which Declarant controls the operation of this Association. The duration of the Declarant Control Period will be from the date this Declaration is recorded for a maximum period not to exceed the earlier of:

- (1) fifty (50) years from date this Declaration is recorded.
- (2) the date title to the Lots and all other portions of the Property has been conveyed to Owners other than Builders or Declarant.

c. "Development Period" means that period of time during which Declarant or its designee(s) may be engaged in the development or obtaining entitlements for the development of any property included or to be included within the Property. The duration of the Development Period will be from the date the Declaration was originally recorded for a maximum period not to exceed the earlier of:

- (1) the later of (i) fifty (50) years from date this Declaration is recorded, or (ii) the date title to the Lots and all other portions of the Property (including all Common Areas) has been conveyed to Owners other than Builders or Declarant; or
- (2) the date on which Declarant files an instrument terminating the Development Period with respect to all or any portion of the Property.

B.1.5. Builders. Declarant, through its affiliates, intends to construct Residences on the Lots in connection with the sale of the Lots. However, Declarant may, without notice, sell some or all of the Lots to one or more Builders to improve the Lots with Residences to be sold and occupied.

B.2. DECLARANT CONTROL PERIOD RESERVATIONS. Declarant reserves the following powers, rights, and duties during the Declarant Control Period:

B.2.1. Officers & Directors. During the Declarant Control Period, the Board may consist of three persons. **During the Declarant Control Period, Declarant appoints, remove, and replace any officer or director of the Association, none of whom need be Members or Owners, and each of whom is indemnified by the Association as a "Leader;" provided, however, that on or before the date which is the earlier of (i) one hundred twenty (120) days after Declarant has sold seventy five percent (75%) of the Maximum Number of Lots that may be developed within the Property, or (ii) ten (10) years after the date of recordation of this Declaration, at least one-third (1/3) of the directors on the Board shall be elected by non-Declarant Owners.**

B.2.2. Weighted Votes. During the Development Period, Declarant shall hold Class B Member status and the vote appurtenant to each Lot owned by Declarant is weighted in accordance with Section 2.5(b). Declarant's Class B Member status shall expire (subject to Section B.7.4 of this Appendix "B" below) in accordance with Section 2.5(b) of the Declaration and thereafter, the vote appurtenant to Declarant's Lots is weighted uniformly with all other votes.

B.2.3. Budget Funding. During the Declarant Control Period only, Declarant is responsible for the difference between the Association's operating expenses and the Regular Assessments received from Owners other than Declarant, and will either levy a special assessment

to fund such deficit, apply Working Capital Contributions collected to the deficit in accordance with Section 3.15(c), or provide any additional funds necessary to pay actual cash outlays of the Association. At the Declarant's sole discretion, funds provided for the purpose of offsetting a deficit may be treated as a loan. On termination of the Declarant Control Period, Declarant will cease being responsible for the difference between the Association's operating expenses and the Assessments received from Owners other than Declarant. Declarant is not responsible for funding the Reserve Fund(s) and may, at its sole discretion, require the Association to use Reserve Funds when available to pay operating expenses prior to the Declarant funding any deficit. During the Declarant Control Period, Owners may not veto any budget approved by the Board or amendment to the budget submitted and approved by the Board.

B.2.4. Declarant Assessments. During the Declarant Control Period, any real property owned by Declarant or any affiliate of Declarant is not subject to Assessments by the Association.

B.2.5. Builder Obligations. During the Declarant Control Period only, Declarant has the right but not the duty (1) to reduce or waive the Assessment obligation of a Builder, and (2) to exempt a Builder from any or all liabilities for transfer-related fees charged by the Association or its manager, provided the agreement is in writing. Absent such an exemption, any Builder who owns a Lot is liable for all Assessments and other fees charged by the Association in the same manner as any Owner.

B.2.6. Commencement of Assessments. During the initial development of the Property, Declarant may elect to postpone the Association's initial levy of Regular Assessments until a certain number of Lots are sold. During the Declarant Control Period, Declarant will determine when the Association first levies annual maintenance assessments against the Lots; provided however the security assessments shall be levied in accordance with Section 3.3 of the Declaration. Prior to the first levy, Declarant will be responsible for all operating expenses of the Association.

B.2.7. Expenses of Declarant. Expenses related to the completion and marketing of the Property will be paid by Declarant and are not expenses of the Association.

B.2.8. Budget Control and Termination of Association Contracts. During the Declarant Control Period, the right of Owners to veto Assessment increases or Special Assessments is not effective and may not be exercised. During the Declarant Control Period, any contracts entered into by the Association may not be terminated without the prior written consent of Declarant.

B.2.9. Organizational Meeting. Within sixty days after the end of the Declarant Control Period, or sooner at the Declarant's option, Declarant will call an organizational meeting of the Members of the Association for the purpose of electing, by vote of the Owners, directors to the Board. Written notice of the organizational meeting must be given to an Owner of each Lot at least ten days but not more than sixty (60) days before the meeting. For the organizational meeting, Owners holding at least ten percent (10%) of the votes of all Owners constitute a quorum. The directors elected at the organizational meeting will serve as the Board until the next annual meeting of the Association or a special meeting of the Association called for the purpose of electing directors, at which time the staggering of terms will begin. At this transition meeting, the Declarant will transfer control over all utilities related to the Common Areas owned by the Association and Declarant will provide information to the Association, if not already done so, relating to the total costs to date related to the operation and maintenance of the Common Areas and Area(s) of Common Responsibility.

B.3. DEVELOPMENT PERIOD RESERVATIONS. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, at any time during the Development Period:

B.3.1. Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Subject to approval by (1) a governmental entity, if applicable, and (2) the Owner of the land or Lots to which the change would directly apply (if other than Declarant), Declarant may (a) change the sizes, dimensions, and configurations of Lots and Streets; (b) change the minimum Residence size and/or minimum size of Improvements permitted on any Lot; (c) change the building setback requirements; and (d) eliminate or modify any other feature of the Property.

B.3.2. Builder Limitations. Declarant may require its approval (which may not be unreasonably withheld) of all documents and materials used by a Builder in connection with the development and sale of Lots, including without limitation promotional materials; deed restrictions; forms for deeds, Lot sales, and Lot closings. Without Declarant's prior written approval, a Builder may not use a sales office or model in the Property to market residences, Lots, or other products located outside the Property.

B.3.3. Architectural Control. **During the Development Period, Declarant has the absolute right to serve as the Architectural Reviewer pursuant to Article 6.** Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under Article 6 and this Appendix to (1) an ACC appointed by the Board to act as the Architectural Reviewer under the Declaration for one or more Development Area or (2) a committee comprised of architects, engineers, or other persons who may or may not be Members of the Association to serve as the Architectural Reviewer for one or more Development Area. Any such delegation is at all times subject to the unilateral rights of Declarant (1) to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (2) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Declarant also has the unilateral right to exercise architectural control over vacant Lots in the Property. **The Association, the Board of Directors, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of new Residences and related improvements on vacant Lots without the express written consent of the Declarant appointing a person or persons for the express purpose of reviewing such plans.**

B.3.4. Amendment. During the Development Period, Declarant may amend this Declaration and the other Documents to include Bylaws, without consent of the Board, other Owners or mortgagee, or Members for any purpose, including without limitation the following purposes:

- a. To create Lots, easements, and Common Areas within the Property.
- b. To subdivide, combine, or reconfigure Lots.
- c. To convert Lots into Common Areas and Common Areas back to Lots.
- d. To modify the protective covenants and any construction and/or use restrictions of Article 5 of this Declaration.

- e. To merge the Association with another property owners association.
- f. To comply with the requirements of an underwriting lender.
- g. To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.
- h. To enable any reputable title insurance company to issue title insurance coverage on the Lots.
- i. To enable an institutional or governmental lender to make or purchase mortgage loans on the Lots.
- j. To change the name or entity of Declarant.
- k. To change the name of the addition in which the Property is located.
- l. To change the name of the Association.
- m. For any other purpose, provided the amendment has no material adverse effect on any right of any Owner.**

B.3.5. Completion. During the Development Period, Declarant has (1) the right to complete or make improvements indicated on the Plat; (2) the right to sell or lease any Lot owned by Declarant; and (3) an easement and right to erect, construct, and maintain on and in the Common Area and Lots owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the Property, including, without limitation, parking areas, temporary buildings, temporary fencing, portable toilets, storage areas, dumpsters, trailers, and commercial vehicles of every type.

B.3.6. Easement to Inspect & Right to Correct. During the Development Period, Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a screening wall located on a Lot may be warranted by a change of circumstance, imprecise siting of the original wall, or desire to comply more fully with public codes and ordinances. This Section may not be construed to create a duty for Declarant or the Association.

B.3.7. Promotion. During the Development Period, Declarant reserves for itself an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and Residents, for purposes of promoting, identifying, and marketing the Property and/or Declarant's Residences, Lots, developments, or other products located outside the Property. Declarant reserves an

easement and right to maintain, relocate, replace, or remove the same from time to time within the Property. Declarant also reserves the right to sponsor marketing events – such as open houses, MLS tours, and broker’s parties – at the Property to promote the sale of Lots. During the Development Period, Declarant also reserves (1) the right to permit Builders to place signs and promotional materials on the Property and (2) the right to exempt Builders from the sign restriction in this Declaration.

B.3.8. Offices. During the Development Period, Declarant reserves for itself the right to use Residences owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property and/or Declarant’s developments or other products located outside the Property. Also, Declarant reserves for itself the easement and right to make structural changes and alterations on and to Lots and Residences used by Declarant as models, storage areas, and offices, as may be necessary to adapt them to the uses permitted herein.

B.3.9. Access. During the Development Period, Declarant has an easement and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing the Property and the Property Subject to Annexation (as hereinafter defined), and for discharging Declarant’s obligations under this Declaration.

Declarant also has the right to provide a reasonable means of access for the home buying public through any existing or future gate that restricts vehicular access to the Property in connection with the active marketing of Lots and Residences by Declarant or Builders, including the right to require that the gate be kept open during certain hours and/or on certain days. This provision may not be construed as an obligation or intent to gate the Property.

B.3.10. Utility Easements. During the Development Period, Declarant may grant permits, licenses, and easements over, in, on, under, and through the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Property. Declarant reserves the right to make changes in and additions to the easements on any Lot, as shown on the Plat, to more efficiently or economically install utilities or other improvements. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, cable, internet service, and security. To exercise this right as to land that is not a Common Area or not owned by Declarant, Declarant must have the prior written consent of the Owner.

B.3.11. Assessments. For the duration of the Development Period, any Lot owned by Declarant is not subject to mandatory assessment by the Association until the date Declarant transfers title to an Owner other than Declarant. If Declarant owns a Lot on the expiration or termination of the Development Period, from that day forward Declarant is liable for Assessments on each Lot owned by Declarant in the same manner as any Owner.

B.3.12. Land Transfers. During the Development Period, any transfer of an interest in the Property to or from Declarant is not subject to any transfer-related provision in the Documents, including without limitation on an obligation for transfer or Resale Certificate fees, and the transfer-related provisions of this Declaration. The application of this provision includes without limitation Declarant’s acquisition of Lots, Declarant’s sale of Lots to Builders, and Declarant’s sale of Lots to homebuyers.

B.4. COMMON AREAS. Declarant will convey title to the Common Areas, including any and all facilities, structures, improvements and systems of the Common Areas owned by Declarant, to the Association by one or more deeds – with or without warranty. Any initial Common Area improvements will be installed, constructed, or authorized by Declarant, the cost of which is not a Common Expense of the Association. At the time of conveyance to the Association, the Common Areas will be free to encumbrance except for the property taxes accruing for the year of conveyance the terms of this Declaration and matters reflected on the Plat. Declarant’s conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners. The transfer of control of the Association at the end of the Declarant Control Period is not a transfer of Common Areas requiring inspection, evaluation, acceptance, or approval of Common Area improvements by the Owners. Declarant is under no contractual or other obligation to provide amenities of any kind or type.

B.5 SUCCESSOR DECLARANT. Declarant may designate one or more successor Declarants (herein so called) for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and successor Declarant, and recorded in the Real Property Records of Kaufman County, Texas. Declarant (or Successor Declarant) may subject the designation of successor Declarant to limitations and reservations. Unless the designation of successor Declarant provides otherwise, a successor Declarant has the rights of Declarant under this Section and may designate further successor Declarants.

B.6. Declarant’s Right to Annex Adjacent Property. Declarant hereby reserves for itself and its affiliates and/or any of their respective successors and assigns the right to annex any real property in the vicinity of the Property (the “Property Subject to Annexation”) into the scheme of this Declaration as provided in this Declaration. Notwithstanding anything herein or otherwise to the contrary, Declarant and/or such affiliates, successors and/or assigns, subject to annexation of same into the real property, shall have the exclusive unilateral right, privilege and option (but never an obligation), from time to time, for as long as Declarant owns any portion of the Property or Property Subject to Annexation, to annex (a) all or any portion of the Property Subject to Annexation owned by Declarant, and (b) subject to the provisions of this Declaration and the jurisdiction of the Association, any additional property located adjacent to or in the immediate vicinity of the Property (collectively, the “Annexed Land”), by filing in the Official Public Records of Kaufman County, Texas, a Supplemental Declaration expressly annexing any such Annexed Land. Such Supplemental Declaration shall not require the vote of the Owners, the Members of the Association, or approval by the Board or other action of the Association or any other person or entity, subject to the prior annexation of such Annexed Land into the real property. Any such annexation shall be effective upon the filing of such Supplemental Declaration in the Official Public Records of Kaufman County, Texas (with consent of Owner(s) of the Annexed Land, if not Declarant). Declarant shall also have the unilateral right to transfer to any successor Declarant, Declarant’s right, privilege and option to annex Annexed Land, provided that such successor Declarant shall be the developer of at least a portion of the Annexed Land and shall be expressly designated by Declarant in writing to be the successor or assignee to all or any part of Declarant’s rights hereunder.

B.6.1 Amendment. The provisions of this Section B.6. or its sub-sections may not be amended without the express written consent of Declarant (and Declarant's successors and assigns in accordance with the terms hereof).

B.6.2. No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any Member to annex any property to this Declaration and no Owner of the property excluded from this Declaration shall have any right to have such property annexed thereto.

B.6.3. Effect of Annexation on Class B Membership. In determining the number of Lots owned by the Declarant for the purpose of Class B Membership status the total number of Lots covered by this Declaration and located in such Declarant's portion of the Property, including all Lots acquired by the Declarant and annexed thereto, shall be considered. If Class B Membership has previously lapsed but annexation of additional property restores the ratio of Lots owned by the Declarant to the number required by Class B Membership, such Class B Membership shall be reinstated until it expires pursuant to the terms of the Declaration

EXHIBIT "C"

**LEGAL DESCRIPTION OF THE
COMMERCIAL/RETAIL DEVELOPMENT AREA**

NONE AS OF THE DATE HEREOF

EXHIBIT "D"

**DESIGN GUIDELINES – RESIDENTIAL LOT
DEVELOPMENT AREA – PART B**

SEE ATTACHED

THE ATTACHED DESIGN GUIDELINES ARE EXCERPTS FROM THE
WINDMILL FARMS COMMUNITY DESIGN GUIDELINES MANUAL.
PORTIONS SPECIFIC ONLY TO RESIDENTIAL LOTS HAVE BEEN
INCLUDED HERE FOR REFERENCE

SECTION A | MASTER PLANNED DEVELOPMENT

1. INTRODUCTION

Windmill Farms is a 2,500 acre Master Planned Community near Forney, Texas. The development's focus is to provide quality walkable neighborhoods and diverse housing choices offering residents an enhanced living experience. Windmill Farms currently hosts two neighborhood elementary schools, Brown Middle School and North Forney High School with plans to add additional education facilities as the community grows. Additional neighborhood attractions include amenity centers, trails, parks, ponds and natural creek corridors. Windmill Farms provides the amenities and lifestyle for a healthy work-life balance with quality neighborhoods and easy access to parks, open space and schools.

1.1 PURPOSE AND INTENT

The Windmill Farms Community Design Guidelines (WFCDG), establish a standard of quality for the physical and aesthetic development of the Community. The WFCDG work with the project's Master Plan to guide responsible and consistent value throughout the community by directing site planning, architectural integrity and treatment of common open spaces. Additionally, these Guidelines establish a dynamic framework which promote diversity and creativity within a relatable vernacular. This document provides builders the direction needed to design, gain approvals for, and construct compatible neighborhoods and commercial areas within Windmill Farms.

1.2 RELATIONSHIP TO OTHER DOCUMENTS

The WFCDG are one of several documents that provide guidance to developers and builders for the design and construction of improvements within the Master Planned Community. The WFCDG presents the availability of design options and restrictions and shall be used by the Master Developer, district developers, merchant builders, home builders, and homeowners to provide direction and establish standards for the design, construction, improvement alteration and/or remodel of properties and structures within the Windmill Farms Community.

In addition to these design guidelines, other documents that will need to be referenced for development assistance include, but may not be limited to the following:

- Master Declaration of Covenants, Conditions and Restrictions (for each development type)
- City of Dallas regulations, codes and standards, as applicable within said ETJ
- City of Forney regulations, codes and standards, as applicable within said ETJ
- Kaufman County regulations, codes and standards, as applicable
- All other applicable state and federal requirements and building codes

The WFCDG are not intended to, nor shall they take precedence over any local, state or federal regulations, requirements, or declarations unless specific agreements are filed with individual regulatory agencies



SECTION A | MASTER PLANNED DEVELOPMENT

1.3 INTERPRETATION OF RULES

The Windmill Farms Community Design Guidelines (WFCDG) are presented in an easy-to-use format. The guidelines are arranged according to development type (residential, commercial, open space, etc.) and then subdivided according to content/subject matter. Each section will review general design intent and specific rules for each development type. The guidelines are intended to be comprehensive in nature and include diagrams, charts and precedent imagery to further explain the intent of the Master Developer and the vision for Windmill Farms.

The Windmill Farms Community Design Guidelines establish a standard of quality across the entire development. These guidelines provide an aid to ensure compatibility between adjacent uses, development types, and design styles. For purposes of interpretation of the WFCDG, the following definitions apply:

- The use of 'may' or 'should' is intended to mean: Permissive, recommended, or advised, but not specifically mandated.
- The use of 'shall', 'shall not', 'must', 'will', 'prohibited', or 'not allowed' is intended to mean: Compliance with the prescribed terms, or intent, is mandatory and not voluntary or permissive.
- Where terms, phrases, or provisions are subject to more than one reasonable interpretation, the more stringent interpretation shall apply.
- The Design Review Committee shall have final say in the interpretation of these guidelines.

It is the obligation of the Applicant to request the most current version/revision of the Windmill Farms Community Design Guidelines. Deviations from these guidelines, that are approved by the Design Review Committee, do not set precedent except where provided herein for future Development Applications.

1.4 DESIGN REVIEW PROCESS

In addition to locally required review processes, developments within Windmill Farms are required to submit plans to the Design Review Committee (DRC). The intent of this review is to allow the Master Developer to monitor all proposed developments within the community. This review process will utilize professional oversight and review confirming that each proposed development, its infrastructure and any public amenities appropriately apply and conform to the intent of the Windmill Farms Community Design Guidelines.



SECTION C

DISTRICT REGULATIONS

1. RESIDENTIAL DISTRICTS

1.1 SINGLE FAMILY

1.2 MULTI-FAMILY

2. COMMERCIAL DISTRICTS

2.1 COMMERCIAL | RETAIL

SECTION C | DISTRICT REGULATIONS

1. RESIDENTIAL DISTRICTS

1.1 SINGLE FAMILY

Site Design impacts a community's identity and sense of place. The purpose of the lot diagrams are to illustrate the relationship between the home and how it is placed on the lot relative to each street type. The diagrams also provide guidance for architectural features like porches, garages, and landscape elements like sidewalks, fences, street trees. These elements provide important structure creating identity and facilitating walkability, and creating people places within the community. While variety is welcomed, these styles should be cohesive to create dynamic and interesting blocks within the neighborhoods. The following tools provide guidance for the assemblage of these elements.

Porches

Porches are a key architectural feature that bridge the private and public spaces in a neighborhood. Porches connect residents and foster a sense of community. The importance of the porch dictates that it should be elevated above the level of the sidewalk. The visibility of this space provides a place for neighbors to converse and to keep eyes on the street for safety. Landscaping between the porch and the public walk enhances the buffer between the public and private spaces. Porches are allowed to encroach up to 7' into the front yard setback and shall be a minimum eight feet (8') in depth and have an area of at least 80 square feet.

Garages

In areas where the homes are configured to have garages that face the street, the front door and facade of the house shall be considered a priority. Garages are regarded as an accessory piece of the house rather than the dominant architectural feature. When front entry garages are needed, the garage shall have a minimum twenty foot (20') front yard setback and be recessed a minimum of five feet (5') behind the building face.

Sidewalks

The ability to walk safely and comfortably is a key feature in quality neighborhoods. In Windmill Farms, sidewalks shall be constructed along all public right-of-ways (ROWS). This is required to make connections throughout the network of neighborhood streets and into the broader community, thereby connecting homes to schools, amenity centers, parks, trails and other neighborhood features. Builders shall be responsible for constructing four foot (4') wide sidewalks along the entire frontage of each residential lot and barrier-free ramps at the intersection of streets in compliance with the Americans with Disabilities Act of 1991 (and as amended) and the Texas Accessibility Standards (TAS). Builders shall reference the Master Circulation Plan for requirements to construct other walks and trails serving the neighborhood.



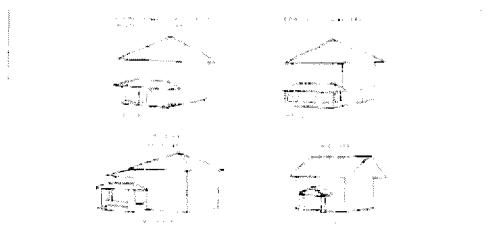
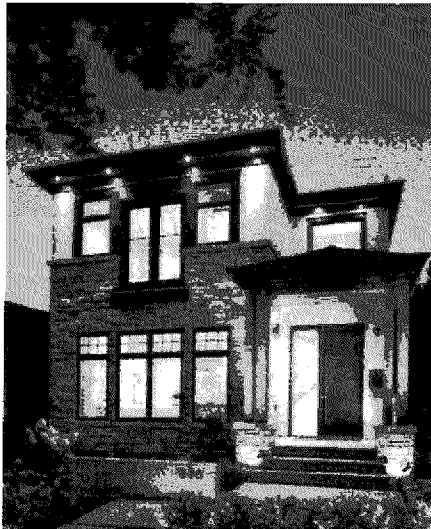
SECTION C | DISTRICT REGULATIONS

Architecture

Quality architecture and recognizable building design are pivotal to the long-term value of a neighborhood. Builders are encouraged to refer to classic architectural styles reminiscent of American Farmhouse, Craftsman/Contemporary Craftsman, Tudor, and Bungalow for their building style selections. Cohesive architectural styles provide a level of character to the neighborhood and offer visual interest. The front wall of the houses shall abut front yard setbacks and embrace the street in both style and form. Building facades shall oriented toward public streets and should contain architectural elements that maintain the character of the neighborhood. Porches should be a primary consideration in the overall building design and should be highlighted as a major architectural feature. Garages should be located and designed to de-emphasize the car component of the neighborhood and shall not dominate the streetscape and architecture of the neighborhood.



American Farmhouse Prototype Architecture



Craftsman/Contemporary Craftsman

SECTION C | DISTRICT REGULATIONS



Tudor



Bungalow

SECTION C | DISTRICT REGULATIONS

Landscaping

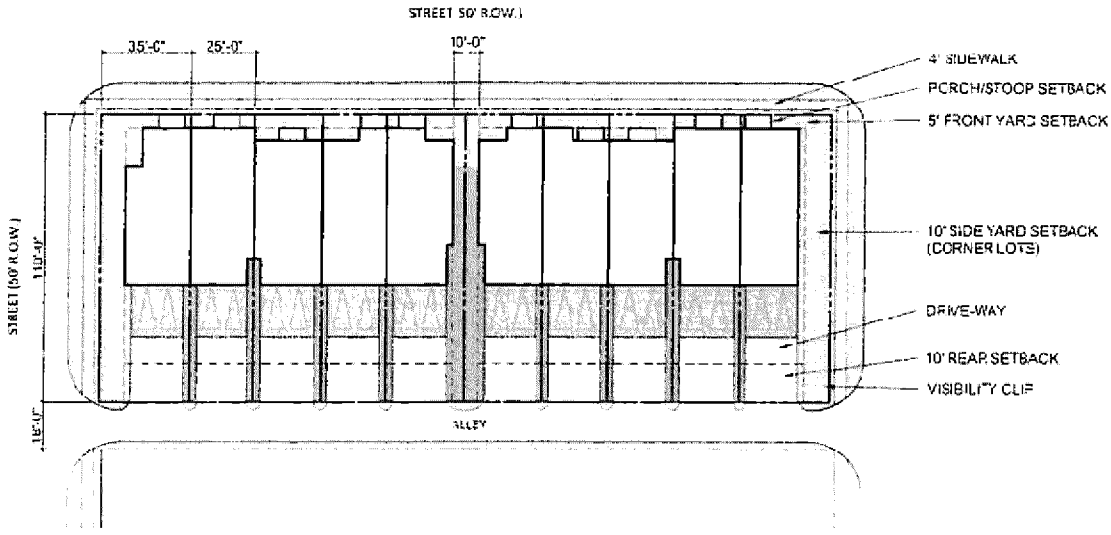
The appropriate use of landscape creates an environment that is comfortable and gives a neighborhood a depth of character. Key to this is the use of street trees. Street trees shall be provided in the parkway as indicated on the lot diagrams. Builders shall be responsible for providing/installing street trees, as required. Every effort should be made to locate driveways and utilities to maintain street tree spacing.

In addition, one three inch (3") caliper shade tree or two ornamental trees (1.5" caliper each minimum) shall be planted in private green space on each lot and shall be from the approved plant list. Turf areas in the semi-public green space areas shall be limited to 50%. The remaining 50% shall be landscape beds. Landscape beds may contain a variety of groundcovers, shrubs, ornamental trees, and stone/gravel. All landscape beds shall be mulched and use native and adaptive plants as shown on the approved plant list. Builders are required to submit a landscape plan for each residence to the DRC for approval.

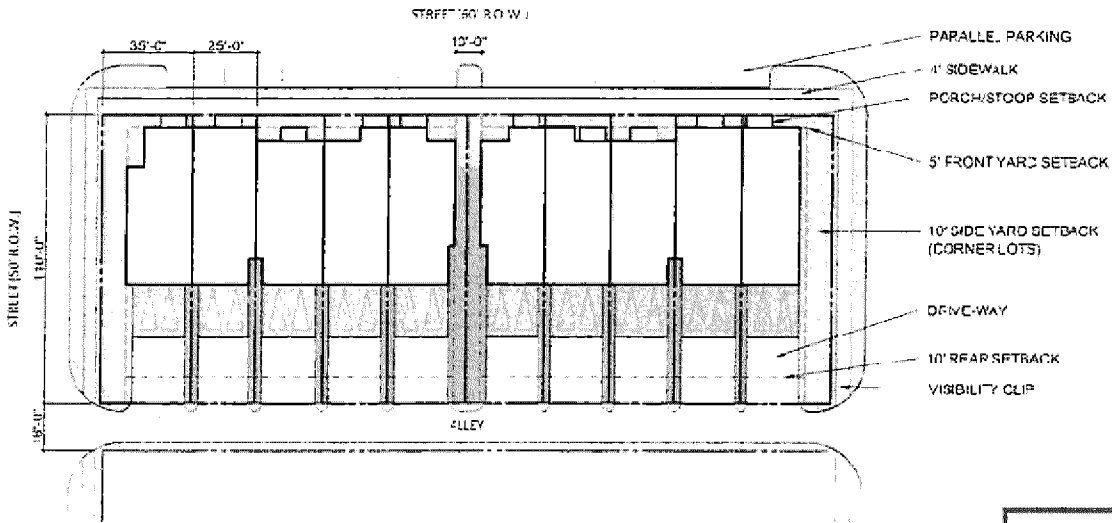


SECTION C | DISTRICT REGULATIONS

TOWNHOME WIDTH LOT DIAGRAMS



FRONTING ON 50' ROW - ALLEY SERVED



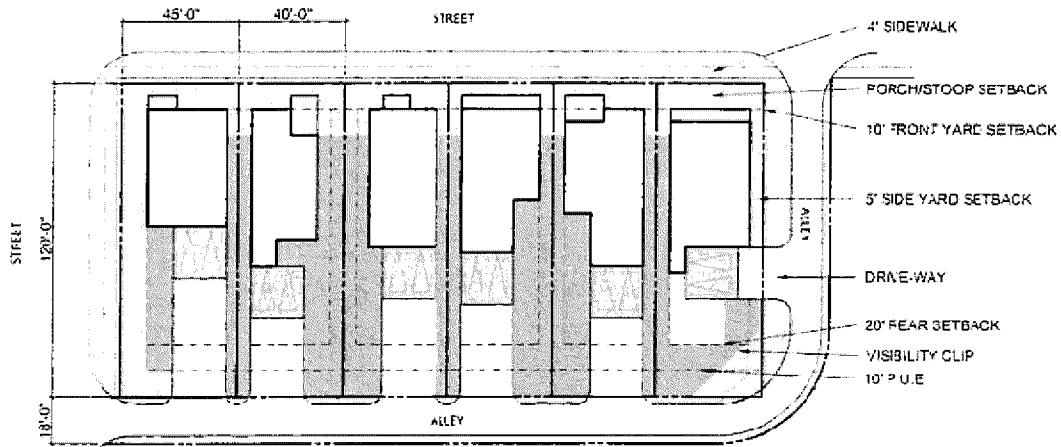
FRONTING ON 60' ROW - ALLEY SERVED

LEGEND	
	PORCH
	GARAGE
	PUBLIC GREEN SPACE
	SEMI-PRIVATE GREEN SPACE
	PRIVATE GREEN SPACE

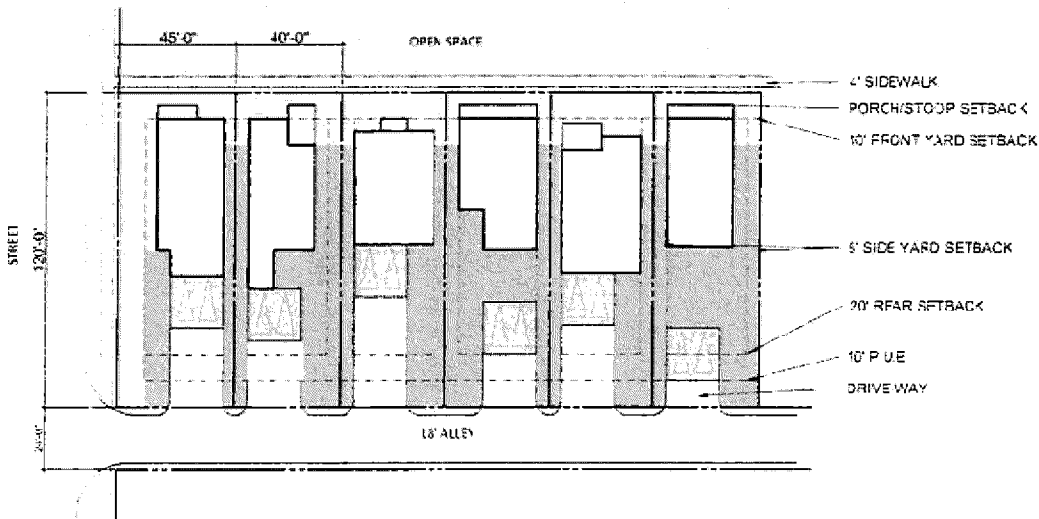


SECTION C | DISTRICT REGULATIONS

40' WIDTH LOT DIAGRAMS



FRONTING ON 50' ROW - ALLEY SERVED

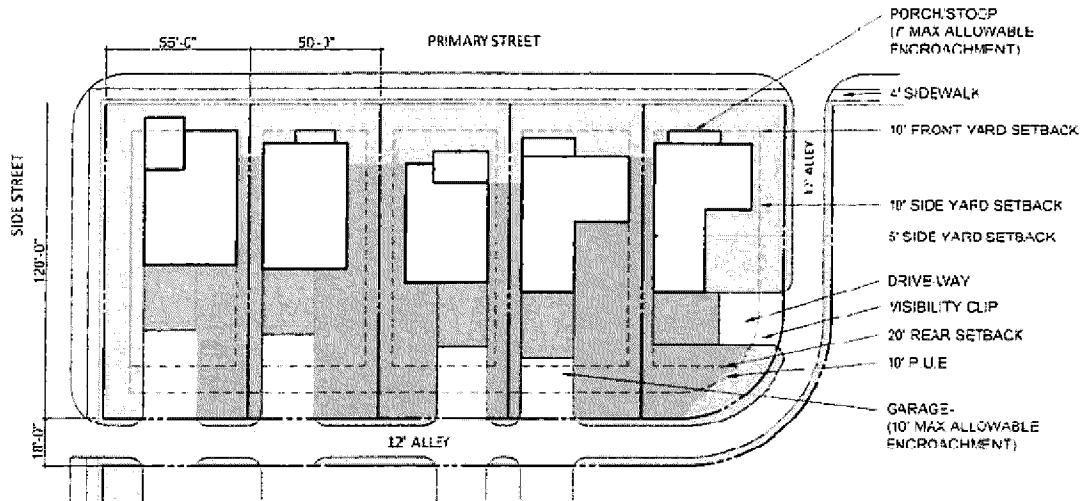


FRONTING ON OPEN SPACE AND SERVED BY SHARED ACCESS DRIVE

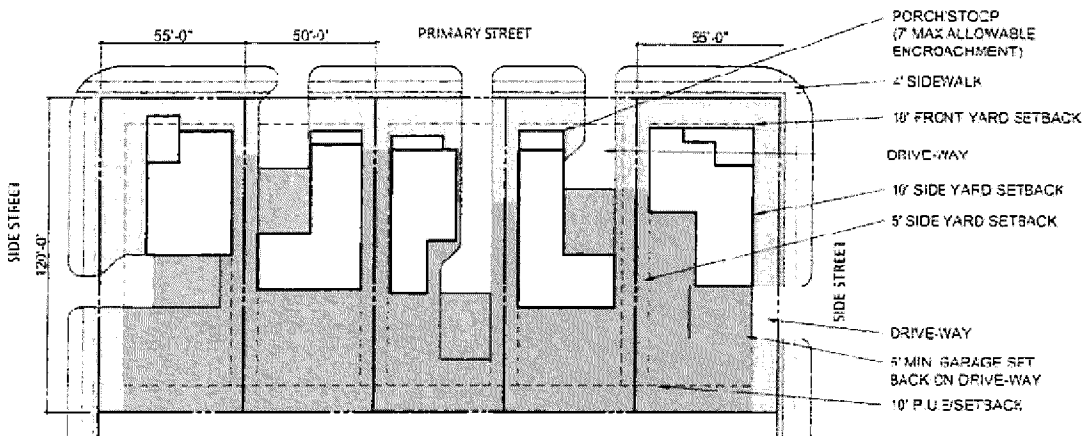
LEGEND	
	PORCH
	GARAGE
	PUBLIC GREEN SPACE
	SEMI-PRIVATE GREEN SPACE
	PRIVATE GREEN SPACE

SECTION C | DISTRICT REGULATIONS

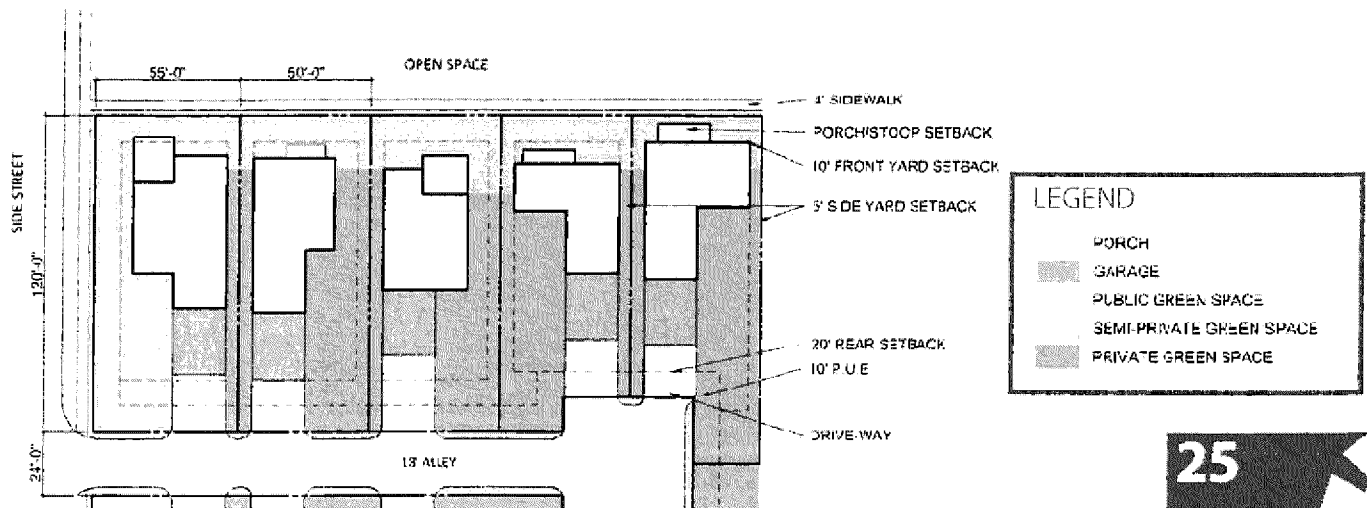
50' WIDTH LOT DIAGRAMS



FRONTING ON 50' ROW - ALLEY SERVED



FRONTING ON 50' ROW - STREET SERVED



50'S FRONTING ON OPEN SPACE AND SERVED BY SHARED ACCESS DRIVE

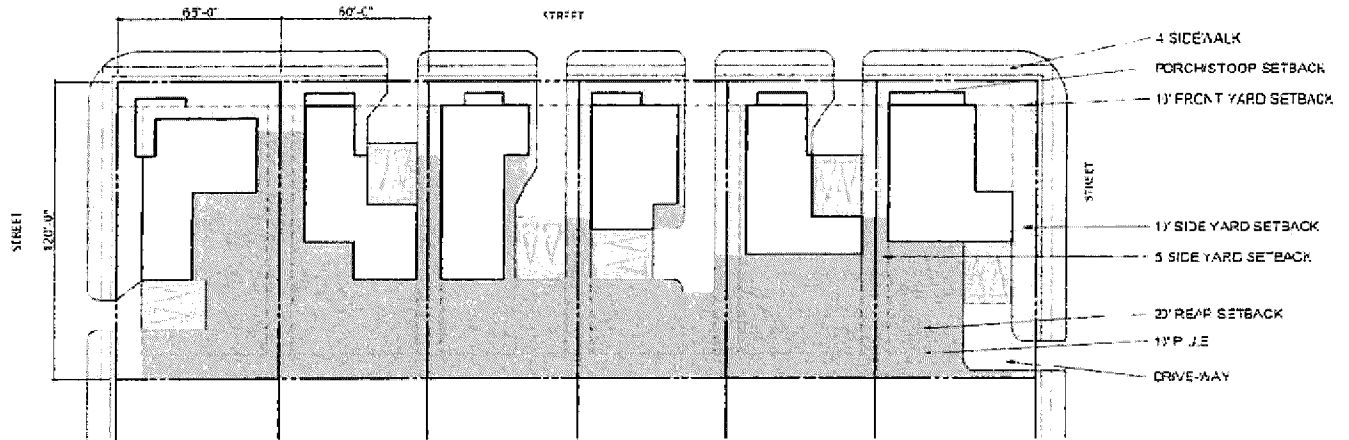
DRAFT 05/31/2018

GRAPHICS AND ILLUSTRATIONS ARE CONCEPTUAL AND FOR INFORMATIONAL PURPOSES ONLY

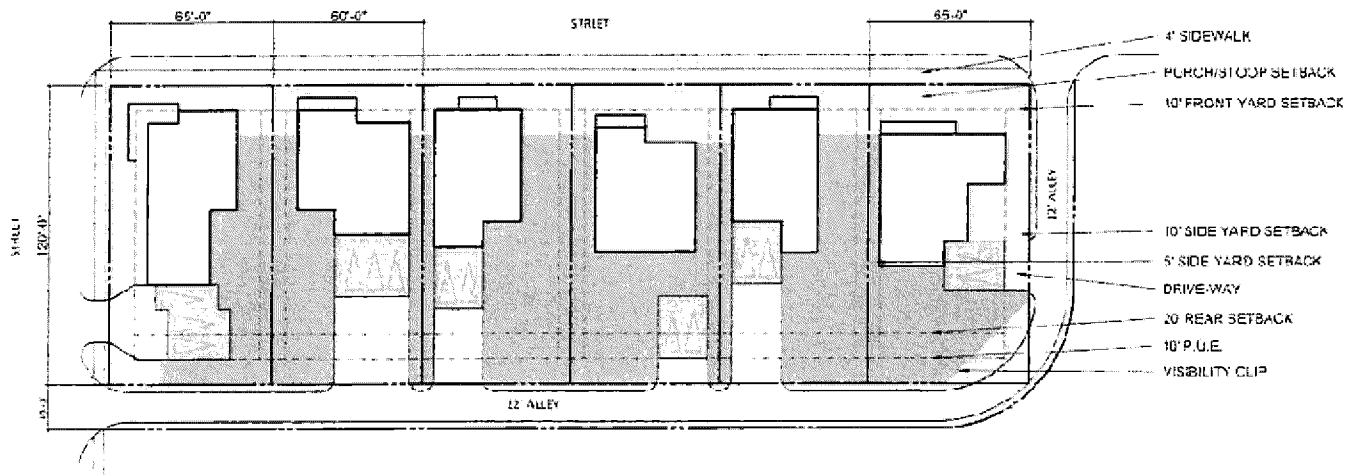


SECTION C | DISTRICT REGULATIONS

60' WIDTH LOT DIAGRAMS



FRONTING ON 50' ROW - STREET SERVED



FRONTING ON STREET AND SERVED BY SHARED ACCESS DRIVE

LEGEND	
	PORCH
	GARAGE
	PUBLIC GREEN SPACE
	SEMI-PRIVATE GREEN SPACE
	PRIVATE GREEN SPACE

SECTION C | DISTRICT REGULATIONS

1. RESIDENTIAL DISTRICTS

1.2 MULTI-FAMILY

Multi-family may consist of garden style, urban wrap, and multi-plex product types. These various options provide unique and diverse living options for residents. These multi-family housing options meet the growing demand for housing needs while remaining compatible in scale and architecture with the surrounding single-family homes. The following guidelines help achieve well-designed multi-family sites that enhance the communities value and appearance. Variety is welcomed, but should reflect the architectural styles expressed within the single-family architectural styles previously described in this document.

Multi-Family Apartment

This document defines multi-family apartment housing as garden style apartments or urban wrap apartment products. The apartment housing types provide a gradual transition of building height and mass from single-family lots to surrounding commercial and industrial uses. They also provide a street presence that enhances the neighborhood character in scale with the other land uses. Multi-family apartments may also provide natural entryways into the Windmill Farms development as they are located at key intersections and entryways along FM 548 and Windmill Farms Boulevard.

Multi-Plex Units

Multi-plex housing may be classified as duplex units, triplex, fourplex, courtyard apartment, bungalow court housing or multi-plex units. These residential housing options provide a transition between apartment and commercial or single-family homes. The variability of site layouts and options make these housing types suitable for several scenarios within the Windmill Farms development. The scale of building mass is comparable with single family housing types and can be integrated within single family neighborhood blocks.

Setbacks and Landscape Buffer

Development Standard	Multi-Family Residential
Min. Front Yard Setback	30'
Min. Side Yard Setback	45' Adjacent to Residential/ 30' Other
Min. Rear Yard Setback	45' Adjacent to Residential/ 30' Other
Min. Landscape Buffer	20' Adjacent to Residential/ 10' Other



SECTION C | DISTRICT REGULATIONS

1.2 MULTI-FAMILY

Sidewalks and Circulation

Walkability within the Windmill Farms development is important to promote an active and healthy community atmosphere. Multi-family builders shall be responsible for constructing eight foot (8') wide sidewalks along the entire frontage of each multi-family site abutting development and neighborhood collectors. In addition, barrier-free ramps at the intersection of streets shall be in compliance with the Americans with Disabilities Act of 1991 (and as amended) and the Texas Accessibility Standards (TAS). Builders shall reference the Master Circulation Plan for requirements to construct other walks and trails serving the neighborhood.

Amenity and Open Space Areas

Integrating and activating open space areas provides important community amenities for residents to enjoy. Connecting these open space areas with surrounding open space and trail systems provides greater access and continuity with the overall Windmill Farms development. These open space areas can also be integrated to meet the apartments amenity areas that typically showcase a pool, clubhouse, sport courts or other gathering areas. Integrating seating or resting areas within the open space is a key component for walkable trail systems.

Parking

Parking within the multi-family sites shall be designed to limit the negative aesthetic impact on the community image. Surface parking shall be located to the rear or side of buildings, and away from the street frontage. Alley/drive access to centralized parking lots is strongly encouraged. Large fields adjacent to streets are prohibited. Developers shall design surface parking areas to provide safe, convenient access for pedestrians and provide walkway access from parking areas to main building entrances.

Parking area screening shall be incorporated if adjacent to street frontages or abutting a varying land use. This shall be accomplished by or in combination of 3' evergreen shrubs, 3' height earthen berms, or 3' ht. screening walls along the entire length of the parking area. Parking lot trees shall also be incorporated within the parking lot to provide shade and additional screening. This shall be accomplished with minimum 10' wide planting area beds at the end of each parking stall and every 15 parking spaces contained in a parking row. The planting area shall have one- three inch caliper (3") canopy tree.

Highly encouraged within parking lot planting areas are best management practice (BMP) devices to help facilitate and harvest storm water runoff. These methods help treat and direct storm water on site instead of directing directly towards storm drains. Several benefits for installing BMP systems may reuse of stormwater for irrigation systems, reduced storm line installation and maintenance, along with a marketable product for residents. These BMP devices shall include but are not limited to:

- Permeable asphalt or concrete
- Porus Paver Systems
- Rain Gardens
- Bioswales



SECTION C | DISTRICT REGULATIONS

1.2 MULTI-FAMILY

Service and Storage Areas

Service and storage areas shall be oriented away from public view of streets, neighboring properties, or public spaces. Materials and elements used in screening shall be complementary to the architecture and landscape design of the buildings they serve. These areas shall also be located to the rear or side of the buildings. These areas shall be screened either solely or in combination of 6' in height solid evergreen shrubs, 6' masonry screening wall, or 6' fence with evergreen screening vines. All plant material used for screening shall be from the approved planting list located in "Exhibit F" of this document.

Architecture

The design of each building shall be compatible with or in a clear relationship with the buildings and styles of the overall Windmill Farms development. Cohesive architectural styles provide a level of character to the neighborhood and offer visual interest. Building facades shall be oriented toward public streets and should contain architectural elements that maintain the character of the neighborhood. Each building is encouraged to break up large uninteresting box designs by incorporating diversity and creative design solutions. The buildings should be comprised of smaller walls proportioned elements of articulated form and pedestrian scale. Builders are required to submit facade elevations for each multi-family site to the DRC for approval.

Landscaping

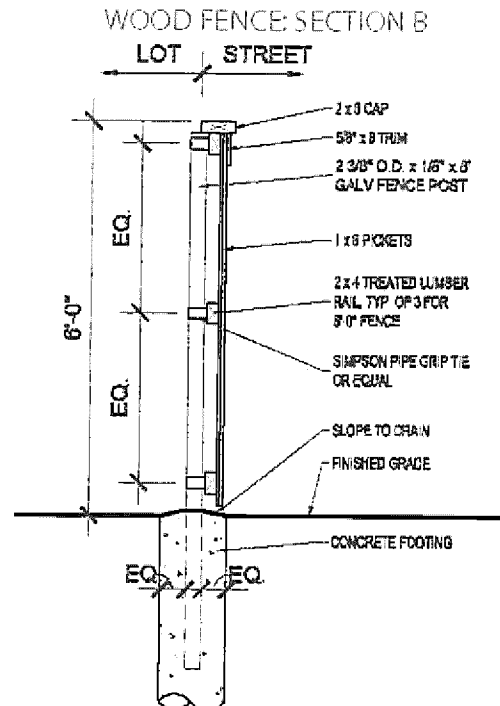
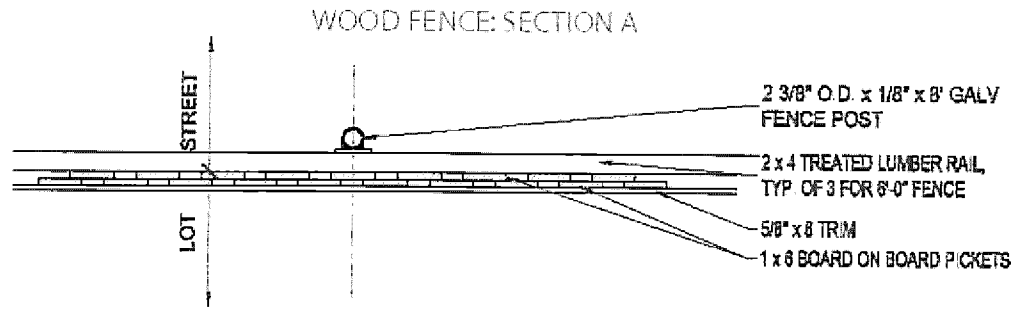
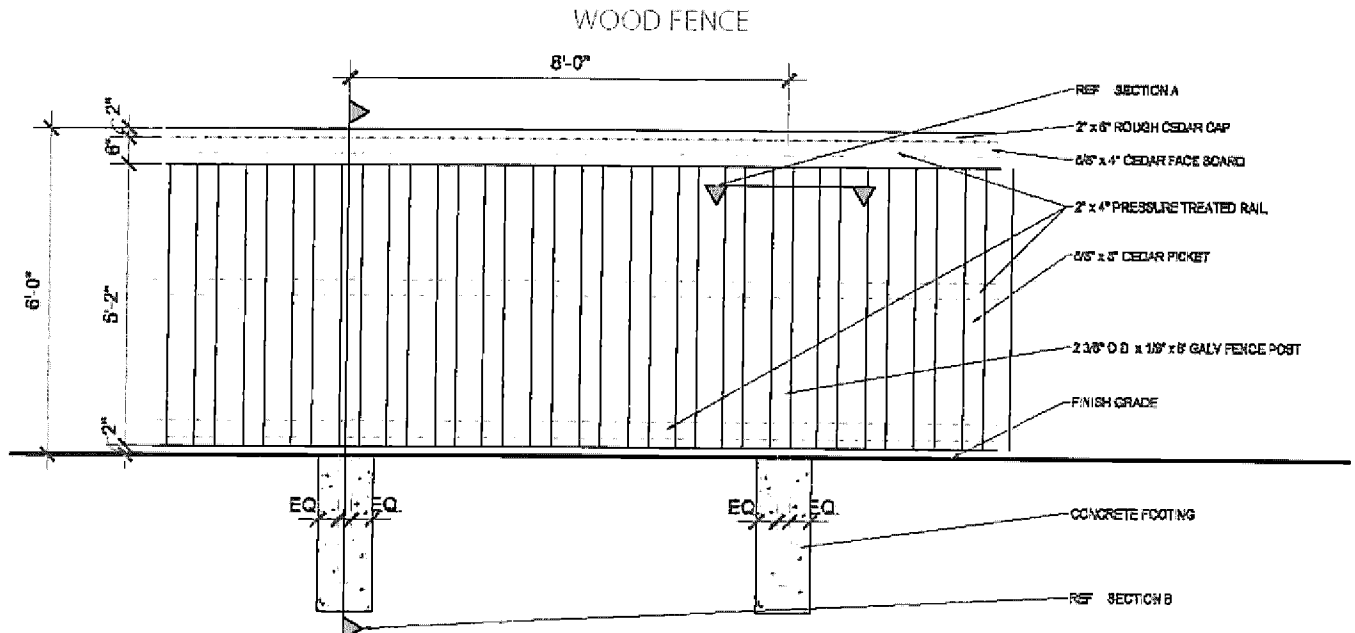
The appropriate use of landscape creates a comfortable environment and gives a neighborhood a depth of character. Key to this is the use of street trees. Street trees shall be provided in the parkway as indicated on the street tree map. Builders shall be responsible for providing/installing street trees, as required. Every effort should be made to locate driveways and utilities to maintain street tree spacing.

In addition, one three inch (3") caliper shade tree or two ornamental trees (1.5" caliper each minimum) shall be planted every 30' along primary front and sideyards facing the street and shall be from the approved plant list. Along landscape buffers that abut residential lots, builders shall provide one three inch (3") evergreen canopy tree or two ornamental trees (1.5" caliper minimum) every (20') along the property line. Turf areas in the semi-public green space areas shall be limited to 50%. The remaining 50% shall be landscape beds. Landscape Beds may contain a variety of groundcovers, shrubs, ornamental trees, and stone/gravel. All landscape beds shall be mulched and use native and adaptive plants as shown on the approved plant list. Builders are required to submit a landscape plan for each multi-family site to the DRC for approval.



SECTION E | APPENDIX

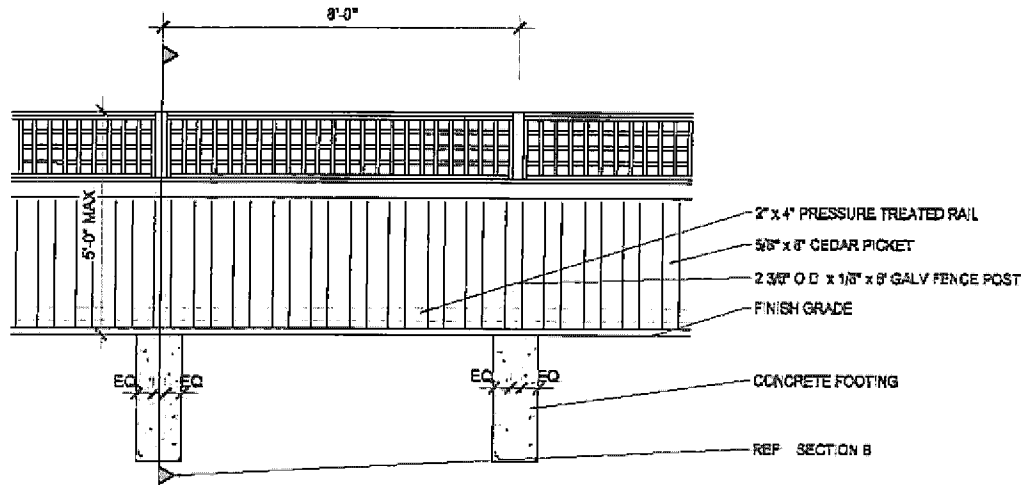
EXHIBIT A: SCREENING WALLS, FENCES & RETAINING WALLS



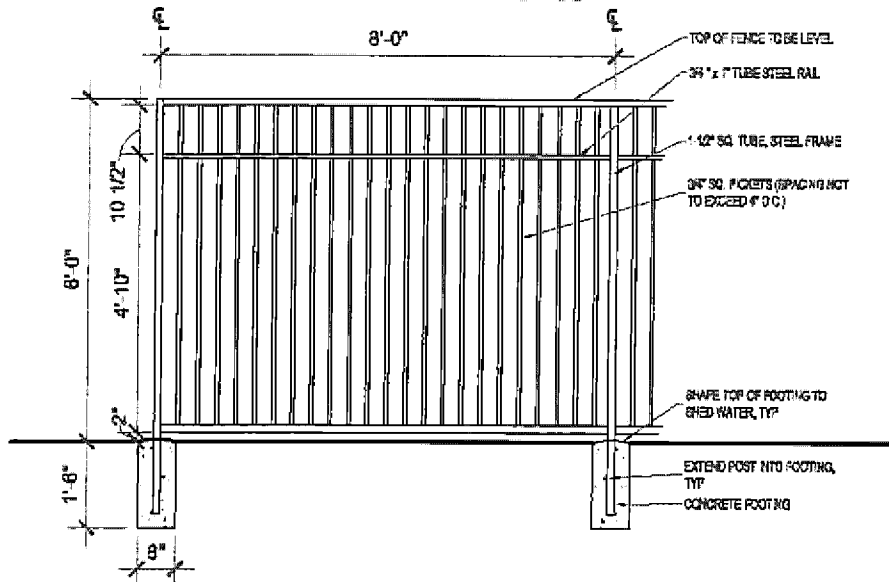
SECTION E | APPENDIX

EXHIBIT A: SCREENING WALLS, FENCES & RETAINING WALLS

ALLEY FENCE



ORNAMENTAL METAL FENCE



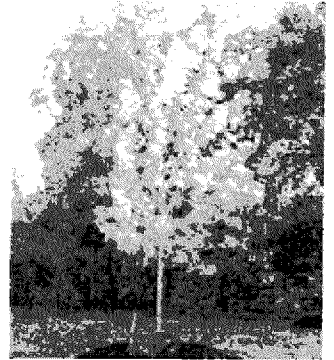
SECTION E | APPENDIX

EXHIBIT F: MASTER PLANT LIST

SHADE TREES

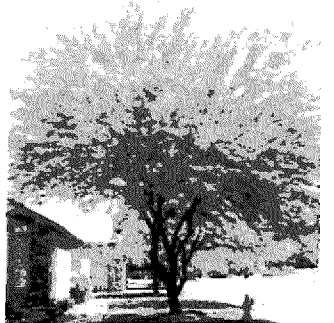
Large Canopy

1. Pecan	<i>Carya illinoensis</i>
2. Texas Walnut	<i>Juglans microcarpa</i>
3. <u>Chinkapin Oak</u>	<i>Quercus muhlenbergii</i>
4. <u>Shumard Oak</u>	<i>Quercus shumardii</i>
5. Durand Oak	<i>Quercus durandi</i>
6. <u>Texas Red Oak</u>	<i>Quercus buckleyi</i>
7. Bald Cypress	<i>Taxodium distichum</i>
8. <u>Bur Oak</u>	<i>Quercus macrocarpa</i>
9. Nuttall Oak	<i>Quercus texana</i>
10. <u>London Plane Tree</u>	<i>Platanus x acerifolia</i>



Medium Canopy

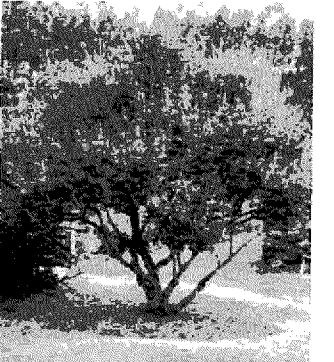
1. Western Soapberry	<i>Sapindus drummondii</i>
2. Cedar Elm	<i>Ulmus crassifolia</i>
3. <u>Plateau Live Oak</u>	<i>Quercus fusiformis</i>
4. <u>Mexican White Oak</u>	<i>Quercus polymorpha</i>
5. Maverick Mesquite	<i>Prosopis glandulosa</i> 'Maverick'
6. Lacebark Elm	<i>Ulmus parvifolia</i>
7. Pond Cypress	<i>Taxodium ascendens</i>
8. Magnolia	<i>Magnolia grandiflora</i>
9. Eastern Red Cedar	<i>Juniperus Virginiana</i>
10. Skyline Honey Locust	<i>Gleditsia triacanthos f. inermis</i> 'Skycole'
11. Princeton American Elm	<i>Ulmus americana</i> 'Princeton'



Highlighted Word= Indicates street tree

ORNAMENTAL TREES

1. Eastern Redbud	<i>Cercis canadensis</i>
2. Woollybuckel Bumelia	<i>Bumelia lanuginosa</i>
3. Common Persimmon	<i>Diospyros virginiana</i>
4. Possumhaw Holly	<i>Ilex decidua</i>
5. Mexican Plum	<i>Prunus mexicana</i>
6. Eve's Necklace	<i>Sophora affinis</i>
7. Mexican Buckeye	<i>Ungnadia speciosa</i>
8. Cockspur Hawthorn	<i>Crataegus crus-galli</i>
9. Desert Willow	<i>Chilopsis linearis</i>
10. Carolina Buckthorn	<i>Rhamnus caroliniana</i>
11. Wax Myrtle	<i>Myrica cerifera</i>
12. Osage Orange	<i>Maclura pomifera</i>
13. Smoketree	<i>Cotinus coggygria</i>
14. Chaste Tree	<i>Vitex agnus-castus</i>
15. Little Gem Magnolia	<i>Magnolia grandiflora</i> 'Little Gem'
16. Juniper Species	<i>Juniperus</i> spp.



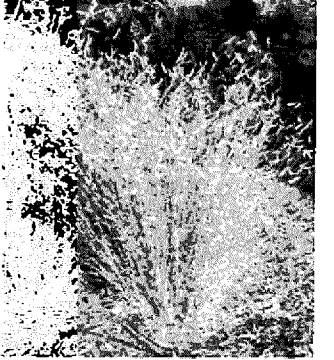
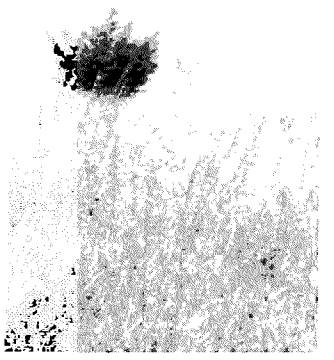
SECTION E | APPENDIX

EXHIBIT F: MASTER PLANT LIST

SHRUBS

- | | |
|---------------------------------|-----------------------------|
| 1. Dwarf Yaupon Holly | Ilex vomitoria Nana |
| 2. Evergreen Sumac | Rhus virens |
| 3. Indian Hawthorn | Raphiolepis indica |
| 4. Red Autumn Lace Smooth Sumac | Rhus glabra Red Autumn Lace |
| 5. Red Yucca | Hesperaloe parviflora |
| 6. Rosemary | Rosmarinus officinalis |
| 7. Softleaf Yucca | Yucca recurvifolia |
| 8. Yucca | Yucca spp. |
| 9. Abelia | Abelia spp. |
| 10. Dwarf Wax Myrtle | Myrica pusilla |
| 11. Texas Sage* | Leucophyllum frutescens |
| 12. Spirea | Spirea spp. |
| 13. American Beautyberry | Callicarpa americana |
| 14. Carolina Buckthorn | Rhamnus caroliniana |
| 15. Texas Lantana | Lantana urticoides |
| 16. Forsythia | Forsythia x intermedia |
| 17. Flowering Quince | Chaenomeles japonica |
| 18. Oakleaf Hydrangea | Hydrangea quercifolia |
| 19. Coral Berry | Symphoricarpos orbiculatus |
| 20. Barberry | Berberis thunbergii Crimson |
| 21. Smooth Prickly Pear | Opuntia elisiana |
| 22. Winter/Bush Honeysuckle* | Lonicera fragrantissima |
| 23. Cherry Laurel Compact* | Fraxus caroliniana Compacta |
| 24. Agave | Agave spp. |

* = Indicates shrubs appropriate for screening shrubs



GRASSES

- | | |
|-------------------------|--|
| 1. Switchgrass | Panicum virgatum |
| 2. Grama Species | Boutelouea spp. |
| 3. Indiangrass | Sorghastrum nutans |
| 4. Little Bluestem | Schizachyrium scoparium |
| 5. Mexican Feathergrass | Stipa tenuissima |
| 6. Prairie Dropseed | Sporobolus heterolepis |
| 7. Texas Beargrass | Nolina texensis |
| 8. Inland Sea Oats | Chasmanthium latifolium |
| 9. Maiden Grass | Miscanthus sinensis gracillimus |
| 10. Karl Foerster Grass | Calamagrostis x acutiflora Karl Foerster |
| 11. Gulf Muhly | Muhlenbergia capillaris |
| 12. Berkeley Sedge | Carex divulsa |