

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AFTER RECORDING, RETURN TO:
Windmill Farms Association, Inc.
c/o Essex Management
1221 N. 35 East, Suite 112
Carrollton, Texas 75006

Senders Title
GF# 12312013 Ren

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDMILL FARMS

STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS**
COUNTY OF KAUFMAN §

THIS AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDMILL FARMS (this "Amendment") is made and entered by EQK BRIDGEVIEW PLAZA, INC., a Nevada corporation ("Declarant").

PRELIMINARY STATEMENTS

WHEREAS, Declarant is the "Declarant" under the terms of that certain Master Declaration of Covenants, Conditions and Restrictions for Windmill Farms filed on June 4, 2001 and recorded in Volume 1737, Page 72 of the Official Public Records of Kaufman County, Texas, as supplemented and amended by that certain First Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Windmill Farms dated October 14, 2002, recorded in Volume 2093, Page 59 of the Official Public Records of Kaufman County, Texas, that certain First Supplementary Declaration of Master Covenants, Conditions and Restrictions for Windmill Farms dated October 14, 2002, recorded in Volume 2093, Page 62 of the Official Public Records of Kaufman County, Texas, that certain Second Supplementary Declaration of Master Covenants, Conditions and Restrictions for Windmill Farms dated April 26, 2005, recorded in Volume 2631, Page 173 of the Official Public Records of Kaufman County, Texas, that certain Third Supplementary Declaration of Master Covenants, Conditions and Restrictions for Windmill Farms dated November 29, 2007, recorded as Instrument No. 2007-00000319 of the Official Public Records of Kaufman County, Texas, that certain Second Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Windmill Farms dated February 19, 2008, recorded as Instrument No. 2008-00003682 of the Official Public Records of Kaufman County, Texas, and that certain Supplemental Declaration recorded on March 6, 2013, under Instrument No. 2013-0004157 of the Official Public Records of Kaufman County, Texas, and as may be further supplemented or amended from time to time (as so supplemented and amended, the "Declaration").

WHEREAS, in accordance with Section 2 of Article VIII (Miscellaneous Provisions) 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, Declarant owns property subject to the terms of the Declaration and hereby desires to amend and modify the Declaration as hereinafter provided by this Amendment, which shall run with the land and title subject to the Declaration, as amended by this Amendment, and shall be binding on all persons having any right, title or interest in all or any portion of the real property now or hereafter made subject to the Declaration, as amended by this Amendment, and their respective heirs, legal representatives, successors-in-title and assigns.

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

1. Definitions. Unless otherwise defined in this Amendment, 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. Amendment. Article III (Assessments) of the Declaration is hereby modified and amended to add a new Section 13 as follows:

“Section 13. Acquisition Assessments. In addition to annual assessments and special assessments described in this Article III, the Association may charge and collect from Owners in the Subdivision Acquisition Assessments (herein so called) commencing on January 1, 2014 in the initial amount of \$200.00 per Lot, which Acquisition Assessments shall be a charge collected from the purchaser of each Lot upon the closing of such purchaser’s acquisition of such. The Acquisition Assessment shall be used for the same purposes as annual assessments or special assessments as set forth in Section 2 of this Declaration. The amount of the Acquisition Assessment charged may be increased by the Board up to ten percent (10%) for each calendar year after January 1, 2014 without approval of the Members of the Association, and any increase in excess of ten percent for each calendar year after January 1, 2014 shall require approval of a majority vote of the Members in each class taken together at a meeting at which quorum is present. Notwithstanding the foregoing or anything to the contrary contained herein, the following purchasers shall be exempt from any requirement hereunder to pay an Acquisition Assessment to the Association upon its acquisition of a Lot: (i) any purchaser that acquires the rights of Declarant with its acquisition of Lot(s), (ii) any purchaser which is a Builder, (iii) any purchaser of Retail/Commercial Land or Common Areas, and/or (iv) any purchaser that acquiring a Lot directly from a Builder. The obligation to pay such Acquisition Assessment hereunder shall be a personal obligation of the applicable purchaser and an obligation that runs with title to the Lot and is secured by the assessment lien established under the Declaration, including, without limitation, Section 10 of Article II of the Declaration.”

3. No Other Effect. Except as expressly amended by this Amendment, the terms and provisions of the Declaration are not amended, modified or supplemented.

4. Severability. Invalidation of any provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment, or the remainder of

this Amendment, which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

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

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IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the date set forth above.

DECLARANT:

EQK BRIDGEVIEW PLAZA, INC.,
a Nevada corporation

By: [Signature]
Name: Steven Shelley
Title: Vice President

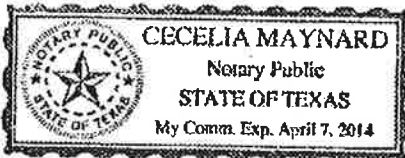
STATE OF Texas §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Steven Shelley, the Vice President of EQK BRIDGEVIEW PLAZA, INC., a Nevada corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation on behalf of said entity(ies), and in the capacity(ies) therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 31st day of December, 2013.

[Signature]
Notary Public, State of Texas

[SEAL]



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Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2013-0023374

AMENDMENT

Party: EQK BRIDGEVIEW PLAZA INC

Billable Pages: 4
Number of Pages: 5

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<p>On: 12/31/2013 at 02:57 PM</p> <p>Document Number: <u>2013-0023374</u></p> <p>Receipt No: <u>13-24197</u></p> <p>Amount: \$ <u>28.00</u></p> <p>Vol/Pg: <u>V:4488 P:538</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: Bonita Garvin, Deputy

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

Record and Return To:

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

