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After recording, return to:
Iron Horse Village Commercial Property Owners' 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 DALLAS §

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR IRON HORSE VILLAGE COMMERCIAL PROPERTY OWNERS' ASSOCIATION

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR IRON HORSE VILLAGE COMMERCIAL PROPERTY OWNERS' ASSOCIATION (this "Amendment") is made and entered by MM MESQUITE 50, LLC, a Texas limited liability company (the "Declarant"), as of the 3/5th day of January, 2020.

WHEREAS, on August 27, 2019, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Iron Horse Village Commercial Property Owners' Association recorded on August 30, 2019, as Document No. 201900231441, of the Official Public Records of Dallas County, Texas (the "Original Declaration"; the Original Declaration as amended by this Amendment is referred to herein as the "Declaration");

WHEREAS, the legal description of the Property (as defined in the Original Declaration) subject to the Declaration and described on Exhibit A of the Original Declaration is incorrect, and Declarant desires to correct the errors in Exhibit A of the Original Declaration by this Amendment,

WHEREAS, the Declarant desires to amend the Original Declaration to establish approval rights of the board of directors or its designee of the Iron Horse Village Residential Homeowners Association, Inc., a Texas non-profit corporation, or its successors and/or assigns (the "Residential HOA") governing the adjacent residential subdivision pursuant to the Declaration of Covenants, Conditions and Restrictions for Iron Horse Village recorded on September 23, 2019 under Document No. 201900253417 or the Official Public Records of Dallas County, Texas, as may be modified, amended or supplemented from time to time (the "Residential CCRs"), to grant approval of the board of directors or its designee of the Residential HOA over (i) any modification to the Design Guidelines (as defined in the Original Declaration) applicable to the Property (as defined in the Declaration), and (ii) plans submitted to the ARC (as defined in the Original Declaration) for any Improvements constructed with a Lot;

WHEREAS, the initial Regular Assessments referenced in Section 2(a) of Article III of the Declaration are misstated and refer to assessments on residences in error;

WHEREAS, there are additional errors and omissions in the Original Declaration that Declarant desires to correct;

WHEREAS, the Development Period has not yet expired; and

WHEREAS, pursuant to Declarant's rights under the Declaration, including, without limitation, Declarant's rights under Section 5 of Article X of the Declaration, Declarant desires to amend the Declaration to correct Exhibit A thereof, to add certain approval rights of the board of directors or its designee of the Residential HOA, to correct errors in references to the initial Regular Assessments, and to correct other errors and omissions set forth in the Original Declaration, all as more specifically set forth herein.

NOW, THEREFORE, the Declarant does hereby amend, modify and correct 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.

2. Amendments. (a) Exhibit A of the Declaration describing the Property subject to the Declaration is hereby modified and amended and replaced in its entirety with Exhibit A attached hereto.

(b) The Lots are restricted by Section 1 of Article VII to use for construction of one (1) primary commercial or retail structure and approved outbuildings and improvements, and for uses permitted under Applicable Zoning; but are not intended for residential home development. In this regard, the Declarant hereby amends the following provisions of the Original Declaration erroneously making references to residential use or residential homes being constructed within the Property and/or Lots:

(i) The last sentence of Section 13 of Article I of the Declaration is hereby modified and amended to read in its entirety as follows:

"The existence of a Development Agreement may result in stricter design and architectural regulations and Owners are hereby put on notice they are bound by this Declaration to abide by all such regulations set forth in the Development Agreement or otherwise by the city."

(ii) The fifth and sixth sentences of Section 2(a) of Article III of the Declaration reading "*For all attached and detached residences, an annual assessment of Five Hundred and NO/100 Dollars (\$500.00) payable in Semi-Annual installments on January 1st and July 1st of every calendar year. Builder's shall be obligated to pay annually on the 1st day*

of January of each calendar year at the rate of Five Hundred and NO/100 Dollars (\$500.00).” are hereby modified and amended to read in their entirety as follows:

“For all Lots, an annual Regular Assessment of the greater of (i) Six Thousand and NO/100 Dollars (\$6,000.00) per Lot, or (ii) One and 25/100 Dollars per square foot within a Lot, or (iii) which annual Regular Assessment may be payable in Semi-Annual installments on January 1st and July 1st of every calendar year. Builder's shall be obligated to pay annually on the 1st day of January of each calendar year at the rate of Five Hundred and NO/100 Dollars (\$500.00

(iii) The second to the last sentence of Section 2(c) of Article III of the Declaration reading *“Upon acquisition of record title to a Lot from a Builder to Owner or from Owner to Owner of any detached or attached residence a payment shall be made by such Owner in an amount equal to one-half of the annual Regular POA Assessment for such Lot or such other amount (not to exceed 150% of the then annual Regular Assessment applicable to such Lot) as may hereafter be specified by the Board.”* Is hereby deleted in its entirety.

(iv) Section 4 of Article III is hereby modified and amended to provide that the Base Assessment for purposes of calculating the annual per Lot Regular Assessment shall be reduced from One and One-quarter and No/100 Dollars (\$1.25) to be One-quarter and No/100 Dollars (\$0.25).

(v) Section 6 of Article III is hereby deleted in its entirety and replaced with the following:

Section 6 SPECIAL ASSESSMENTS. In addition to the other Assessments authorized herein, the Board may levy one or more special assessments in any year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon the Common Area or within the Areas of Common Responsibility, including fixtures and personal property related thereto; provided, however, (i) the Declarant or the Association, though its Board of Directors, may levy a special assessment without consent or approval of the Members or any other party, a maximum of one time per calendar quarter to fund any shortfalls or deficiencies in the operating, administrative or maintenance costs and /or expenses incurred by the Association, and (ii) except as otherwise provided in subsection (i) of this Section 6, any additional special assessment must have the written consent of the Declarant during the Development Period and a per Lot special assessment in an amount greater than fifty percent (50%) of the Regular Assessment per Lot for such year must be approved by Members holding at least 51% of the voting rights of all Members by written ballot or consent or by vote taken in person or by proxy at a meeting of the Members called for such purposes.”

(vi) The second and third sentences of the third paragraph of Section 2 of Article VI of the Declaration reading “*Any such committee, if established, should consist of at least one member from the commercial / retail Lots as well as one member from the residential Lots. Should there not be an Owner from the commercial / retail or the residential Lots that desires to serve, the Board is under no obligation and may appoint any member of their choosing.*” are hereby deleted in their entirety.

(vii) The phrase “, *retail, or residential Lot,*” in the first sentence of Section 3 of Article VI is hereby modified and amended to read in its entirety “or retail Lot,”.

(viii) The last sentence of Section 9 of Article VI reading “Variances for residential Lots shall require the approval of the POA and the HOA to be valid.” Is hereby deleted in its entirety.

(ix) The last three sentences of Section 4 of Article VII of the Declaration reading “*No rule or regulation may prohibit the Declarant or a Builder from marketing homes for sale to investors for the purpose of renting or leasing. During the Declarant Control and/or Development Period, No rule or regulation in regard to renting or leasing shall be adopted without the Declarant’s written consent and shall not be enforceable against the Declarant or any Builder. If Declarant or a Builder sells a Lot to an investor that investor (the “initial purchaser”) shall be excluded from any enforcement rules with regard to renting or leasing. The residential sub-association shall have no enforcement power over Declarant, a Builder, or an investor who is the initial purchaser of a Lot. However, if the Investor sells the Lot, the exclusion protection afforded the investor becomes void upon sale or transfer of the Lot and the new Owner shall be subject to all rules and regulations for renting or leasing of homes which may be in effect or which may thereafter, be adopted by the Board of the POA or the sub-association.*” are hereby deleted in their entirety.

(x) Section 13.1 of Article VII the Declaration is hereby modified and amended to read in its entirety as follows:

“Section 13.1 **SOUND TRANSMISSION DISCLAIMER.** Each Owner, by acceptance of a deed or other conveyance of their Lot, hereby acknowledges and agrees that sound and impact noise transmission in structures such as, but not limited to, buildings, townhomes or condominium buildings, as well as homes, commercial improvements, and retail improvements built in close quarters to one another is very difficult to control, and that noises from adjoining or nearby homes, Improvements, and/or Lots and the surrounding development and/or mechanical equipment can and will be heard in Improvements and/or Lots. Declarant, the Association, the Board of Directors, as well as any Agent, Successor or Assign does not make any representation or warranty as to the level of sound or impact noise transmission between and among Improvements or Lots or any other portion of the Property, and each Owner hereby waives and expressly releases, to the extent not prohibited by applicable law as of the date of the Declaration, any such warranty and claim for loss or damages

resulting from sound or impact noise transmission. This would include, but is in no way limited to, normal sounds expected to be heard in a mixed-use community such as car horns, vehicle engines, construction and/or landscape work, community or private functions, as well as animals such as barking, howling, screeching or other sounds normally heard from dogs or cats. Owners may expect to hear the use of normal appliances or equipment and each Owner, regardless of its intended permitted use, by acceptance of a deed or other conveyance of their Lot does hereby acknowledge and agrees that complaints of this nature shall be deemed a neighbor to neighbor issue and Owners will be encouraged to resolve such issues among themselves. The Board of Directors shall decide if any complaint warrants further investigation and enforcement notwithstanding, under the provisions of this disclaimer, any participation of the Board or a Managing Agent in such matters shall be to take the position of mediator in an effort to help Owners resolve such issues as promptly as possible.”

(c) Article VI of the Original Declaration is hereby modified and amended to add a new Section 10 thereunder to read in its entirety as follows:

“Section 10 **RESIDENTIAL HOA APPROVALS.** **The Property affected by this Declaration is adjacent to and in the vicinity of the residential subdivision governed by the Iron Horse Village Residential Homeowners Association, Inc., a Texas non-profit corporation, or its successors and/or assigns (the “Residential HOA”) pursuant to the Declaration of Covenants, Conditions and Restrictions for Iron Horse Village recorded on September 23, 2019 under Document No. 201900253417 or the Official Public Records of Dallas County, Texas, as may be modified, amended or supplemented from time to time (the “Residential CCRs”).** The members of the Residential HOA are third party beneficiaries of the Design Guidelines and ARC approvals under this Declaration. In this regard, the board of directors or its designee of the Residential HOA is hereby granted the right to approve of (i) any modification to the Design Guidelines applicable to the Property, and (ii) plans submitted to the ARC for any Improvements constructed with a Lot. In this regard, (A) the board of directors or its designee (which initially shall be the President) of the Residential HOA must execute any amendment, modification or supplement to the Design Guidelines for such modification, amendment or supplement to the Design Guidelines to be effective and enforceable against the Property and Owners of a Lot, and (B) the plan approval procedures established by the ARC shall provide for at least fifteen (15) days for the board of directors or its designee (which initially shall be the President) of the Residential HOA to review and provide written approval of (or provide comments and proposed revisions in writing to) any plans submitted to the ARC or any Modifications Committee established thereunder for any Improvements constructed with a Lot; provided, however, if such written approval is not granted by or written comments/revisions received from the board of directors or its designee (which initially shall be the President) of the Residential HOA within such review period, such approval shall be deemed granted by the Residential HOA for purposes of this Declaration (provided such deemed approval

shall not be deemed approval of the ARC or Modifications Committee required under this Declaration). Any approval or deemed approval by the board of directors or its designee of the Residential HOA shall be effective for a period of one (1) year.”

3. 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.

4. 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.

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.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

EXECUTED to be effective as of the date written above.

DECLARANT:

MM MESQUITE 50, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
A Texas limited liability company,
Its Manager

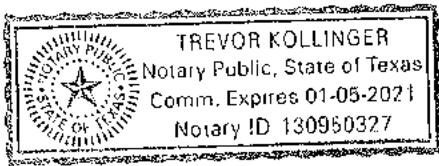
By: 2M Ventures, LLC,
A Delaware limited liability company,
Its Manager

By: *Mehrdad Moayed*
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF Dallas §

Mehrdad Moayed BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayed, the Manager of 2M Ventures, LLC, a Delaware limited liability company, the Manager of MMM Ventures, LLC, a Texas limited liability company, the Manager of MM MESQUITE 50, LLC, a Texas limited liability company, 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 limited liability companies, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 18 day of February, 2020.



T. Kollinger
Notary Public, State of Texas

EXHIBIT A

LEGAL DESCRIPTION OF THE INITIAL PROPERTY

TRACT 1A – 14.7657 ACRES

BEING a tract of land situated in the Daniel Tanner Survey, Abstract No. 1462, and the Job Badgley Survey, Abstract No. 74, City of Mesquite, Dallas County, Texas and being part of a called 18.3003 acre tract of land described as Tract 2, and being part of a called 2.821 acre tract of land described as Tract 3, and being part of a called 1.9483 acre tract of land described as Tract 5 in General Warranty Deed to Scyene Rodeo, LTD., recorded in Volume 2000064, Page 2651 and Volume 2000064, Page 2662, of the Deed Records, Dallas County, Texas, and being part of a called 5.309 acre tract of land described in Special Warranty Deed to Scyene Rodeo, LTD., recorded in Instrument No. 200600158939, Official Public Records, Dallas County, Texas, and being part of a called 2.897 acre tract of land described as Tract 1 and part of a called 0.766 acre tract of land described as Tract II in Special Warranty Deed to Scyene Rodeo, LTD., recorded in Instrument No. 20070091617, Official Public Records, Dallas County, Texas, and being part of Lot 1 and all of Lot 4, Block A of Rodeo Center Addition, according to the Final Plat thereof recorded in Volume 85101, Page 2067 of the Deed Records, Dallas County, Texas, and being part of a called 5.315 acre tract of land described in Special Warranty Deed to City of Mesquite, as recorded in Instrument No. 200600163878 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an "X" cut in concrete set in the southeast right-of-way line of Scyene Road (a variable width right-of-way), for the northeast corner of Lot 3C of Lots 2A, 2B, 3A, 3B & 3C of the Rodeo Centre Addition, according to the Replat thereof recorded in Volume 85186, Page 2020 of the Deed Records, Dallas County, Texas, common to the northerly northeast corner of said Lot 4;

THENCE along said southeast right-of-way line of Scyene Road, South 87°55'35" East, a distance of 30.00 feet to an "X" cut in concrete set for the northwest corner of Lot 2A of said Rodeo Centre Addition, common to the northerly northeast corner of said Lot 4;

THENCE departing said southeast right-of-way line of Scyene Road, and along the west line of said Lot 2A, South 2°04'25" West, a distance of 230.00 feet an "X" cut in concrete found for southwest corner of said Lot 2A, and being an inner ell corner of said Lot 4;

THENCE along the north line of said Lot 4, South 87°55'35" East, a distance of 303.96 feet to a point in the west right-of-way line of Interstate Highway 635 (a variable width right-of-way), from which, a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC. INC." found bears South 40°35'09" East, a distance of 0.30 feet;

THENCE along said west right-of-way line of Interstate Highway 635, South 18°53'25" East, a distance of 344.96 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the intersection of said west right-of-way line of Interstate Highway 635 and the west right-of-way line of Hickory Tree Road (a variable width right-of-way);

THENCE departing said west right-of-way line of Interstate Highway 635, along the west right-of-way line of said Hickory Tree Road, the following courses and distances:

South 0°56'31" East, a distance of 118.85 feet to an "X" cut in concrete set for corner, from which a "X" cut in concrete found bears South 00°56'31" East, a distance of 2.44 feet;
North 89°09'07" East, a distance of 9.67 feet to an "X" cut in concrete set for corner;
South 0°56'31" East, a distance of 423.28 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set;
South 10°39'35" West, a distance of 49.78 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set;
South 0°43'50" East, a distance of 503.01 feet to crow's foot cut in concrete found for the southeast corner of said 2.821 acre tract, common to the intersection of the west right-of-way line of said Hickory Tree Road with the north right-of-way line of aforesaid Rodeo Drive (a 60 foot wide right-of-way);

THENCE departing said west right-of-way line of Hickory Tree Road, along the north right-of-way line of said Rodeo Drive, South 89°06'14" West, a distance of 921.03 feet to a 1/2-inch iron rod found for the southerly southwest corner of said 1.9483 acre tract, common to the southeast corner of a right-of-way corner clip for said east right-of-way line of Rodeo Drive;

THENCE along said corner clip, North 45°53'46" West, a distance of 14.14 feet to a 1/2-inch iron rod found for the northerly southwest corner of said 1.9483 acre tract, common to the northwest corner of said right-of-way corner clip;

THENCE continuing along the east right-of-way line of said Rodeo Drive, North 0°53'46" West, a distance of 243.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing said east right-of-way line of Rodeo Drive, crossing said 1.9483 acre tract, said 5.315 acre tract, said 2.821 acre tract, said 18.3003 acre tract, and aforesaid Lots 1 and 4, the following courses and distances:

North 44°04'51" East, a distance of 21.22 feet to a point for corner;
North 89°03'29" East, a distance of 339.17 feet to a point at the beginning of a tangent curve to the left having a central angle of 73°51'34", a radius of 60.50 feet, a chord bearing and distance of North 52°07'42" East, 72.70 feet;
In a northeasterly direction, with said curve to the left, an arc distance of 77.99 feet to a point for corner;
North 89°03'29" East, a distance of 220.38 feet to a point for corner;
North 0°56'31" West, a distance of 401.06 feet to a point for corner;
South 89°03'29" West, a distance of 55.00 feet to a point for corner;
North 0°56'31" West, a distance of 239.60 feet to a point for corner;
North 89°03'29" East, a distance of 157.00 feet to a point for corner;
North 0°56'31" West, a distance of 154.54 feet to a point for corner;
South 89°03'29" West, a distance of 235.00 feet to a point for corner;
North 0°56'31" West, a distance of 240.00 feet to a point at the beginning of a tangent curve to the left having a central angle of 33°24'47", a radius of 58.00 feet, a chord bearing and distance of North 17°38'55" West, 33.35 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 33.82 feet to a point for corner on the west line of aforesaid 0.766 acre tract;
THENCE North 2°04'25" East, along the west line of said 0.766 acre tract, passing en route an "X" cut in concrete found for the southwest corner of aforesaid Lot 3C, common to an ell corner of said Lot 4, and continuing along the same course and along the east line of said Lot 3C and the west line of said Lot 4, for a total distance of 289.19 feet to the **POINT OF BEGINNING** and containing 14.766 acres (643,192 square feet) of land, more or less.

TRACT 1D – 1.8762 ACRES

BEING a tract of land situated in the Daniel Tanner Survey, Abstract No. 1462, City of Mesquite, Dallas County, Texas and being part of a called 18.3003 acre tract of land described as Tract 2 in General Warranty Deed to Scyene Rodeo, LTD., recorded in Volume 2000064, Page 2651 and Volume 2000064, Page 2662, of the Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "NDM" found at the south end of a right-of-way corner clip at the intersection of southeast right-of-way line of Scyene Road (a variable width right-of-way) and the east right-of-way of Rodeo Drive (a 60-foot wide right-of-way);

THENCE along said right-of-way corner clip, North 30°05'32" East, a distance of 25.18 feet to the south north end of said right-of-way corner clip, from which a 1/2-inch iron rod with plastic cap stamped "NDM" found for witness bears North 70°51'36" East, a distance of 0.66 feet;

THENCE along said southeast right-of-way line of Scyene Road, the following courses and distances:

North 80°29'37" East, a distance of 182.12 feet to a 1/2-inch iron rod with plastic cap stamped "W.A.I." found for corner;
North 76°53'31" East, a distance of 310.18 feet to a 1/2-inch iron rod with plastic cap stamped "W.A.I." found for corner;

THENCE departing said southeast right-of-way line of Scyene Road, and crossing said 18.3003 acre tract, the following courses and distances:

South 10°22'45" East, a distance of 43.85 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 34°43'29", a radius of 58.00 feet, a chord bearing and distance of South 62°15'30" West, 34.62 feet;
In a southwesterly direction, with said curve to the left, an arc distance of 35.15 feet to a point for corner;
South 44°53'45" West, a distance of 422.67 feet to a point for corner in said east right-of-way line of Rodeo Drive, and at the beginning of a non-tangent curve to the right having a central angle of 29°48'05", a radius of 570.00 feet, a chord bearing and distance of North 36°14'01" West, 293.14 feet;

THENCE along said east right-of-way line of Rodeo Drive, in a northwesterly direction with said curve to the right, an arc distance of 296.48 feet to the **POINT OF BEGINNING** and containing 1.876 acres (81,725 square feet) of land, more or less.

**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
02/19/2020 02:46:28 PM
\$66.00
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