

Denton County  
Juli Luke  
County Clerk

---

**Instrument Number:** 5650

ERecordings-RP

AMENDMENT

Recorded On: January 19, 2023 11:52 AM

Number of Pages: 9

---

**" Examined and Charged as Follows: "**

Total Recording: \$58.00

---

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

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.

**File Information:**

Document Number: 5650  
Receipt Number: 20230119000297  
Recorded Date/Time: January 19, 2023 11:52 AM  
User: Sarah N  
Station: Station 35

**Record and Return To:**

Simplifile



STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX

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

**AFTER RECORDING, RETURN TO:**

North Lake Estates Homeowners Association, Inc.  
c/o Essex Association Management, L.P.  
Attention: Ron Corcoran  
1512 Crescent Drive, Suite 112  
Carrollton, Texas 75006

**STATE OF TEXAS                   §**  
**§**  
**COUNTY OF DENTON           §**

**AMENDMENT AND SUPPLEMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
NORTH LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.**  
*(North Lake Estates – Phase 3)*

THIS AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH LAKE ESTATES HOMEOWNERS ASSOCIATION, INC. (this “Supplement”) is made and entered into as of January 19, 2023 (the “Effective Date”), by CADG PROPERTY HOLDINGS III, LLC, a Texas limited liability company (“Declarant”), MM NORTHLAKE PHASE 2-3, LLC, a Texas limited liability company (“MM Northlake PH 2-3”), MM Northlake FL 116, LLC, a Texas limited liability company (“MM Northlake FL”) and VM FUND I, L.L.C., a Delaware limited liability company (“VM Fund”; MM Northlake PH 2-3, MM Northlake FL and VM Fund are herein collectively referred to as the “Owners”)

**PRELIMINARY STATEMENTS**

A. On October 5, 2017, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for North Lake Estates Homeowners Association, Inc. recorded on October 5, 2017, as Document No. 123509, of the Official Public Records of Denton County, Texas, as modified, amended and supplemented by that certain Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for North Lake Estates Homeowners Association, Inc. (*North Lake Estates – Phase 2*) dated to be effective as of January 28, 2021, and recorded as Document No. 2023-1060, of the Official Public Records of Denton County, Texas (as amended, modified and supplemented, the “Declaration”).

B. Declarant holds all Declarant rights reserved under the Declaration, and pursuant to its rights as Declarant under the Declaration, including, without limitation, Article XIV of the Declaration and Section B.7 of Exhibit B to the Declaration, Declarant, with joinder of the Owners, each desires to annex the real property described on Exhibit A-1 attached hereto and incorporated herein by reference (the “Phase 3 Land”), and Declarant and Owners execute and record this Supplement as evidence of their approval of inclusion and annexation of the Phase 3

Land into the Property subject to the Declaration. Declarant is the owner and record title holder for the Phase 3 Land.

C. The Declarant and Owners intend that the Phase 3 Land be considered Property for purposes of the Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of the Declaration will apply to the Phase 3 Land, and Declarant and Owners desire to amend the Declaration to include such Phase 3 Land within the Property, subject to the terms of this Supplement.

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

1. Definitions. Unless otherwise defined in this Supplement, all capitalized words or terms used herein shall be defined and have the meaning set forth in the Declaration as modified and amended hereby.

2. Phase 3 Land Subject to Declaration. In accordance with the provisions of the Declaration, including, without limitation, Article XIV of the Declaration and Section B.7 of Exhibit B to the Declaration, the Declarant does hereby amend the Declaration to include the Phase 3 Land as part of the Property subject to the Declaration, with such Phase 3 Land developed or to be developed as Lots and/or Common Properties, in accordance with a Final Plat approved and recorded or to be recorded in the map/plat records of Denton County, Texas. In this regard, the Declarant hereby adopts, establishes and imposes the covenants, conditions, restrictions, assessments, easements, liens and charges of the Declaration as they apply to Lots and Common Properties upon the Phase 3 Land, and declares that Phase 3 Land and all portions thereof are and shall be developed, held, used, sold, and conveyed subject to the provisions of the Declaration, as may be modified or amended from time to time, and all such covenants, conditions, restrictions, assessments, easements, liens and charges as set forth in the Declaration with respect to Phase 3 Land as set forth in this Supplement. All of the provisions of the Declaration, as amended shall apply to the Phase 3 Land with the same force and effect as if such Phase 3 Land was originally included in the Declaration as part of the Initial Property, and the total number of Lots under the Declaration increased accordingly. Each Lot within the Phase 3 Land shall be subject to the use restrictions and architectural controls as provided in the Declaration which apply to Lots and any residence or other improvement or structure constructed thereon. *Exhibit A* attached to the Declaration is hereby modified and amended to add to the land originally described on such *Exhibit A* of the Declaration, the Phase 3 Land described on Exhibit A-1 attached hereto as if same was originally included in the Declaration.

3. Amendments to Declaration. Notwithstanding anything to the contrary contained in the Declaration, including, without limitation Section 2.6 of the Declaration, the minimum lot size for all Lots within the Phase 3 Land shall be modified to remove any minimum lot areas with respect to Lots in the Phase 3 Land and replace such requirement with the requirement that all Lots in the Phase 3 Land shall have a minimum lot width of Fifty feet (50') or sixty feet (60') measured at the front building setback line, and in no event shall any forty foot (40') wide lots be permitted to be developed within the Phase 3 Land. The first sentence of Section 2.6 of the Declaration is modified accordingly with respect to the Phase 3 Land by the terms of this Supplement.

4. Membership and Voting Rights. Each Owner of a Lot within the Phase 3 Land shall automatically be, and must remain, a Member of the Association so long as such person or entity is an Owner, as provided in the Declaration.

5. Assessments. An assessment lien (as provided under the terms of the Declaration, including Section 10.12 thereof) is hereby created and reserved in favor of the Association to secure the collection of assessments as provided in the Declaration, and as provided for, authorized, or contemplated herein. Each Owner of a Lot within the Phase 3 Land, by acceptance of a deed or other conveyance or transfer of legal title to a Lot, whether or not it shall be so expressed in any such deed or other conveyance or transfer, shall be deemed to have covenanted and agreed to pay to the Association, or to an independent entity or agency which may be designated by the Association to receive such monies, Assessments as provided in the Declaration. Until and unless otherwise determined by the Board of Directors of the Association, the annual assessment for Lots in the Phase 3 Land shall be the same as that charged to all other Lots within the Property.

6. No Other Effect. Except as expressly amended by this Supplement, the terms and provisions of the Declaration and Design Guidelines are not amended, modified or supplemented, and the Declaration and Design Guidelines, as amended hereby, are hereby supplemented and amended by the Declarant and the Phase 3 Land is hereby affected by and included in the Property affected by such Declaration as set forth herein.

7. Severability. Invalidation of anyone provision of this Supplement by judgment or court order shall in no way affect any other provision of this Supplement or the remainder of this Supplement which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Supplement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

8. Joinder and Consent of Owners. The Owners join in and acknowledge and consent to the terms of this Supplement in their capacity as owners of an interest in the Phase 3 Land.

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

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

MM NORTHLAKE FL 116, LLC,  
a Texas limited liability company

By: MMM Ventures, LLC,  
a Texas limited liability company,  
its Manager

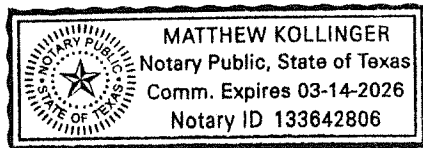
By: 2M Ventures, LLC,  
a Delaware limited liability company  
its Manager

By: [Signature]  
Mehrdad Moayed, Manager

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayed, Manager, 2M Ventures, LLC, a Delaware limited liability company, the Manager of MMM Ventures, LLC, a Texas limited liability company, the Manager of MM NORTHLAKE FL 116, 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 entities, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19<sup>th</sup> day of  
January, 2023.



[Signature]  
Notary Public in and for the State of Texas  
My Commission Expires: 3-14-26

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

**OWNERS:**

MM NORTHLAKE PHASE 2-3, LLC,  
a Texas limited liability company

By: MMM Ventures, LLC,  
a Texas limited liability company,  
its Manager

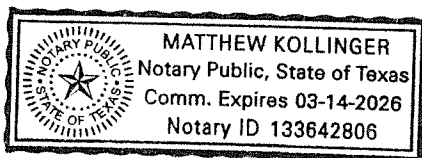
By: 2M Ventures, LLC,  
a Delaware limited liability company  
its Manager

By: [Signature]  
Mehrdad Moayedi, Manager

STATE OF Texas §  
§  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayedi, Manager, 2M Ventures, LLC, a Delaware limited liability company, the Manager of MMM Ventures, LLC, a Texas limited liability company, the Manager of MM NORTHLAKE PHASE 2-3, 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 entities, and in the capacity therein stated.

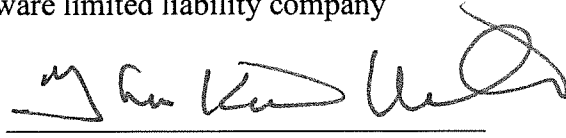
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19<sup>th</sup> day of January, 2023.



[Signature]  
Notary Public in and for the State of Texas  
My Commission Expires: 3-14-2026

VM FUND I, L.L.C.  
a Delaware limited liability company

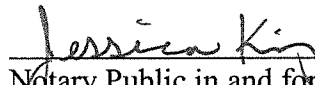
By:

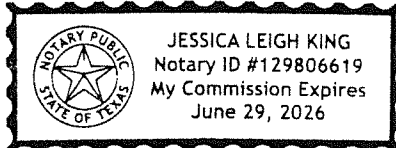
  
Thomas Kirk Wilson, President

STATE OF Texas §  
§  
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Thomas Kirk Wilson, President of VM FUND I, L.L.C., a Delaware 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 entities, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19<sup>th</sup> day of January, 2023.

  
Notary Public in and for the State of Texas  
My Commission Expires: 6.29.26



## CONSENT AND SUBORDINATION AGREEMENT

THIS CONSENT AND SUBORDINATION AGREEMENT is entered into by CAPITOL LIFE INSURANCE COMPANY ("Lender"), as the holder of that certain Deed of Trust recorded JANUARY 11, 2023 as Document No. 2023 - 3295 of the Official Public Records of Denton County, Texas (the "Security Instruments"), and which Security Instrument encumbers all or a portion of the Phase 3 Land, as set forth in the foregoing Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for North Lake Estates Homeowners Association, Inc. ("Supplement") to which this Consent and Subordination Agreement is attached. Lender does hereby consent to the execution and delivery of the Supplement and hereby agrees that the lien of the Security Instrument are and shall be subordinate to the rights and easements created under the Supplement recognizing, however, that such subordination does not change the rights and obligations of CADG Property Holdings III, LLC to Lender under the Security Instruments or any other loan documents.

IN WITNESS WHEREOF, Lender has executed this Consent and Subordination Agreement on the date of acknowledgement below, but is to be effective as of the 17 day of Jan, 2023.

### LENDER:

**CAPITOL LIFE INSURANCE COMPANY,**  
a Texas life insurance company

By: [Signature]

Print Name: Ami Jones

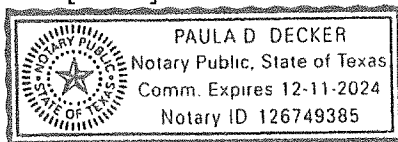
Title: SVP.

STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 17th day of January, 2023, by Ami Jones, as the SVP of **CAPITOL LIFE INSURANCE COMPANY**, a Texas life insurance company, on behalf of the company, and in the capacity herein stated.

[SEAL]



Paula D. Decker  
Notary Public in and for the State of Texas  
My Commission Expires: 12-11-2024



## **EXHIBIT A-1**

### **LEGAL DESCRIPTION OF THE PHASE 3 LAND**

*(North Lake Estates – Phase 3)*

All of the Lots and Common Properties reflected on the Final Plat of Northlake Estates Phase 3 recorded on December 28, 2022 under Document No. 2022-472 in the Plat Records of Denton County, Texas, including the following:

#### Lots:

Lots 15 through 38, inclusive, Block B  
Lots 26 through 35, inclusive, Block E  
Lots 1 through 12, inclusive, Block F  
Lots 23 through 41, inclusive, Block F  
Lots 1 through 31, inclusive, Block G  
Lots 1 through 16, inclusive, Block H  
Lots 24 through 31, inclusive, Block H  
Lots 1 through 9, inclusive, Block N  
Lots 11 through 90, inclusive, Block I  
Lots 1 through 42, inclusive, Block J  
Lots 1 through 28, inclusive, Block K  
Lots 1 through 25, inclusive, Block L  
Lots 1 through 19, inclusive, Block M

#### Common Properties:

Lot 2X, Block B  
Lot 14X, Block B  
Lot 15X, Block B  
Lot 16X, Block B  
Lot 17X, Block H  
Lot 3X, Block N  
Lot 8X, Block I (Open Space and Drainage Easement)  
Lot 13X, Block I (owned by Denton County Fresh Water Supply District No. 11-B; *see* Deed recorded as Instrument No. 2017-145476, Real Property Records, Denton County, Texas)