

  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**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:  
Founder's Parc Commercial Property Owners' Association, Inc.  
c/o Essex Association Management, LP  
1512 Crescent Drive, Suite 112  
Carrollton, Texas 75006  
Attention: Ron Corcoran

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
FOUNDER'S PARC COMMERCIAL PROPERTY OWNERS' ASSOCIATION**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FOUNDER'S PARC COMMERCIAL PROPERTY OWNERS' ASSOCIATION (this "**Amendment**") is made and entered into on this 1<sup>st</sup> day of June, 2021 (the "**Effective Date**") by CADG 901 Airport Freeway, LLC (the "**Declarant**").

**PRELIMINARY STATEMENTS**

WHEREAS, Declarant, executed that certain Declaration of Covenants, Conditions, and Restrictions for Founder's Parc Commercial Property Owners' Association dated April 24, 2018, and recorded May 1, 2018, as Document Number D21809194 in the Official Public Records of Tarrant County, Texas, reference to which record is here made for all purposes (the "**Original Declaration**");

WHEREAS, the Original Declaration was subsequently amended by that certain First Amendment to Declaration of Detention/Retention Easement and Maintenance Agreement and First Amendment to Declaration of Covenants, Conditions and Restrictions for Founder's Parc, dated effective January 11, 2019 and recorded on January 11, 2019 as Document Number D219007044 in the Official Public Records of Tarrant County, Texas (the "**First Amendment**");

WHEREAS, The Original Declaration, as modified and amended by the First Amendment, as modified and amended by this Amendment, and as may be hereafter modified shall be referred to herein as the "**Declaration**";

WHEREAS, pursuant to Article X, Section 5 of the Original Declaration, Declarant may amend the Declaration for any reason during the Development Period;

WHEREAS, the Development Period is still ongoing as of the Effective Date of this Amendment;

WHEREAS, the Declarant hereby desires to amend, supplement, and modify the Original Declaration as hereinafter provided by this Amendment, which shall run with the land and title subject to the Original Declaration, 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, and their respective heirs, legal representatives, successors-in-title and assigns.

NOW, THEREFORE, the 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(s). The Declaration is hereby modified and amended in the following respects:

(a) The definition of Area of Common Responsibility in Section 3 of Article I shall include any modifications, amendments, supplements or restatements of the Shared Drainage/Detention Maintenance Agreement as may now or hereafter exist from time to time.

(b) "Base Assessment" as defined in Section 7 of Article I of the Declaration is hereby modified and amended to read in its entirety as follows:

"Section 7 **"Base Assessment"** shall mean the minimum amount of the Lot Regular Assessment to be assessed and collected by the Association for the applicable time period from the Owners to pay the Association Expenses for such time period, including, without limitation, property management and administration fees to any Managing Agent engaged by the Association and the Pro-Rata Share (as defined in the Shared Drainage/Detention Maintenance Agreement) of the Maintenance Costs (as defined in the Shared Drainage/Detention Maintenance Agreement) due from the Owners under the Shared Drainage/Detention Maintenance Agreement.

(c) "Percentage Share" as defined in Section 29 of Article I of the Declaration is hereby modified and amended to read in its entirety as follows:

"**"Percentage Share"** shall mean and refer to the percentage obtained by multiplying 100, by (ii) the quotient obtained by dividing one (1) by the total number of Lots within the Properties subject to this Declaration."

(d) The Section 2(a) of Article III of the Declaration is hereby modified and amended to read in its entirety as follows:

"(a) Regular Assessments. Regular Assessments shall be levied on a quarterly basis in advance to enable the Association to pay Association Expenses which are determined by the Board to benefit all Members. Such expenses benefitting all Members shall be Association Expenses except expenses for which the Board makes a Specific Assessment. Regular Assessments on all Lots shall be in an amount equal to each Owner's

Percentage Share of the Association Expenses; provided, however, subject to the provisions of Section 10 of this Article, Lots owned by a Declarant shall not be assessed. The initial Regular Assessment shall commence as to all Lots in the Initial Property on the date that the first Lot in the Initial Property is conveyed by the applicable Declarant or on such later date as the Board determines and shall be due and payable thirty (30) days thereafter. If such Assessment commences on a date other than January 1, April 1, July 1, or October 1, such Assessment shall be adjusted according to the number of months or days remaining in the applicable quarter year. Thereafter, Regular Assessments shall be levied for each calendar year on a quarterly basis in advance and shall be due and payable on January 1, April 1, July 1, and October 1 unless a different due date is specified by the Board. Notwithstanding anything in this Declaration to the contrary, the Regular Assessments of the Declarant shall be payable in advance for each calendar quarter and shall be due and payable on January 1, April 1, July 1, and October 1 unless a different due date is specified by the Board.”

(e) The last paragraph of Section 3, Article III of the Declaration reading *“Regular Assessments shall be payable annually on a date specified by the Board of Directors; provided, however, the Board may, at its option, require payment of such Assessments in monthly or quarterly installments. Special Assessments shall be paid in such manner and on such date or dates as may be fixed by the Board”* is hereby modified and amended to read in its entirety as follows:

“Regular Assessments shall be payable on a quarterly basis on January 1, April 1, July 1 and October 1 of each calendar year; provided, however, the Board may, at its option, require payment of such Assessments in monthly or annual installments. Special Assessments shall be paid in such manner and on such date or dates as may be fixed by the Board.”

(f) The fifth sentence of the paragraph entitled “Section 1 **COMPUTATION.**” on Page 16 of 70 of the Declaration is hereby deleted in its entirety and replaced with the following:

“The quarterly per Lot Regular Assessment by the Association for each quarter in the initial year and each quarter thereafter shall in no event be less than the Base Assessment calculated for the applicable calendar quarter.”

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.

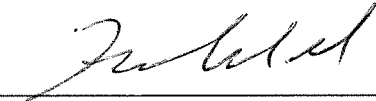
6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same Amendment.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

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



**DECLARANT:**

**CADG 901 AIRPORT FREEWAY, LLC,  
a Texas limited liability company**

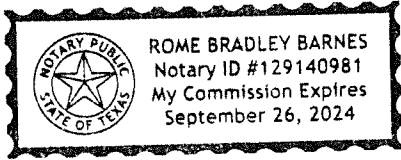
By:   
Mehrdad Moayedi, President

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayedi, the President of CADG 901 Airport Freeway, 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 company and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 30 day of NOV,  
2021.  

[SEAL]



Notary Public, State of Texas  
My Commission Expires: 9/26/24