

**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:**  
Mercer Crossing North Master Property Owners Association, Inc.  
c/o Essex Association Management, LP  
Attention: Ron Corcoran  
1512 Crescent Drive, Suite 112  
Carrollton, Texas 75006

**STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §**

**AMENDMENT AND SUPPLEMENT TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MERCER CROSSING NORTH**

THIS AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MERCER CROSSING NORTH (this "Supplement") is made and entered into as of December 30<sup>th</sup>, 2019, by CADG MERCER CROSSING HOLDINGS, LLC, a Texas limited liability company ("Declarant").

**PRELIMINARY STATEMENTS**

- A. Declarant executed that certain Master Declaration of Covenants, Conditions and Restrictions for Mercer Crossing North, dated November 1, 2017, recorded as Document No. 201700351649 in the Official Public Records of Dallas County, Texas, (the "Declaration").
- B. In accordance with Section 2.2 of the Declaration, the Declarant may, at any time and from time to time, during the Development Period (as defined in the Declaration) add additional lands to the Land (as defined in the Declaration), upon the filing of a Supplementary Declaration (as defined in the Declaration).
- C. The Declarant desires to annex the real property described on Exhibit A-1 attached hereto and incorporated herein by reference (the "Additional Land"), and executes and records this Supplement as evidence of its approval of inclusion and annexation of the Additional Land into the Property subject to the Declaration.
- D. The Declarant intends that the Additional Land be considered part of the Land and Property for purposes of the Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of the Declaration will apply to the Additional Land, and Declarant desires to amend the Declaration to include such Additional Land within the Land and Property, subject to the terms of this Supplement.
- E. As of the date of this Supplement, the Development Period (as defined in the Declaration) has not yet expired, and the Declarant desires to modify and amend the Declaration

in accordance with its rights under Section 2.2 and Section 13.4 of the Declaration and modify and amend certain terms of the Declaration, as more specifically set forth herein.

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. Additional Land Subject to Declaration. In accordance with the provisions of Section 2.2 of the Declaration, the Declarant does hereby amend the Declaration to include the Additional Land as part of the Land and Property subject to the Declaration, with such Additional Land developed or to be developed as Lots and/or Common Area, in accordance with a Plat approved and recorded or to be recorded in the map/plat records of Dallas 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 Areas upon the Additional Land, and declares that Additional 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 Additional Land as set forth in this Supplement. All of the provisions of the Declaration, as amended shall apply to the Additional Land with the same force and effect as if such Additional Land was originally included in the Declaration as part of the Land and the Property initially described in the Declaration, and the total number of Lots under the Declaration increased accordingly. Each Lot within the Additional 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 Additional Land described on Exhibit A-1 attached hereto as if same was originally included in the Declaration.
3. Membership and Voting Rights. Each Owner of a Lot within the Additional 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.
4. Assessments. An Assessment Lien 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 Additional 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 Additional Land shall be the same as that charged to all other Lots within the Property.

5. Amendments. The Declaration is hereby modified and amended as follows with respect to the Property, including the Additional Land:

- (a) Section 6.5(a) is hereby modified and amended to add the following after the current last sentence thereof:

“Notwithstanding anything to the contrary contained herein, including, without limitation, the terms in Section 6.6 hereof, the Association, through action of its Board of Directors (at a meeting called or by written consent or resolution of the Board), may levy a Special Purpose Assessment at any time and in any amount necessary to offset budget shortfalls or otherwise to meet the financial requirements of the Association without the consent or joinder of any Member or Owner, and no Member vote or meeting of the Members shall be required for the Board to levy Special Purpose Assessments for such purpose.”

- (b) Section 6.11 of the Declaration is hereby modified and amended to provide that, notwithstanding anything to the contrary contained in the Declaration, and regardless of the amount then being charged as the current Regular Assessment for a Lot, the Association, through action of its Board of Directors (at a meeting called or by written consent or resolution of the Board), may increase the Capitalization Fee up to fifty percent (50%) annually over the prior calendar year Acquisition Assessment without consent or joinder of any Members.

- (c) Amendment. All Owners of a Lot, any Land, Dwelling, Commercial Building, Mixed-Use Building, or any other Building or Structure, or any other portion of the Property must comply with all provisions of the Planned Development Ordinance and any and all other City ordinances regulating the use and application of building, construction, and architectural standards and materials, and any other construction and design specifications, rules and restrictions, or other requirements set forth in the Planned Development Ordinance with respect to any structures constructed, owned and/or maintained within the Property whether or not same may be enforceable by the City or other applicable governmental authority<sup>1</sup>, and the Planned Development Ordinance is incorporated into the Master Declaration as part of the Covenants set forth in the Master Declaration.

6. No Other Effect. Except as expressly amended by this Supplement, the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as amended hereby, are hereby supplemented and amended by the Declarant and the Additional Land is hereby affected by and included in the Land and 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. 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



IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 30th day of December, 2019.

**DECLARANT:**

CADG MERCER CROSSING HOLDINGS LLC,  
a Texas limited liability company

By: CADG Holdings, LLC,  
a Texas limited liability company,  
its sole managing member

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

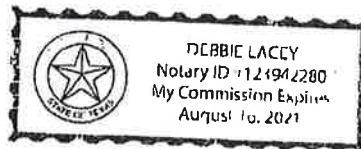
STATE OF TEXAS §

§  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayedi, Manager of 2M Ventures, LLC, a Delaware limited liability company, the manager of MMM Ventures, LLC, a Texas limited liability company, the manager of CADG Holdings, LLC, a Texas limited liability company, the sole managing member of CADG Mercer Crossing Holdings 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 in his capacity set forth above and on behalf of said limited liability company(ies).

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of Dec, 2019.

[Signature]  
NOTARY PUBLIC STATE OF TEXAS  
Printed Name: DEBBIE LACEY  
My commission expires: \_\_\_\_\_



**EXHIBIT A-1**

**LEGAL DESCRIPTION OF THE ADDITIONAL LAND**

Exhibit A-1

DESCRIPTION 54.621 ACRES

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE FRANCIS MILLER SURVEY, ABSTRACT NUMBER 926, CITY OF FARMER BRANCH, DALLAS COUNTY, TEXAS AND BEING THOSE TRACT OF LAND DESCRIBED BY DEED TO MM MERCER KENSINGTON, LLC, RECORDED IN INSTRUMENT NUMBERS 2018000020420, 2018000020421 AND 201800001305 RECORDED IN DEED RECORDS, DALLAS COUNTY, TEXAS BEING A PORTION OF WESTSIDE ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID MM MERCER KENSINGTON TRACT (2018000020420), BEING THE NORTHEAST CORNER OF LOT 1, BLOCK A, MERCER CROSSING ADDITION I, AN ADDITION TO THE CITY OF FARMERS BRANCH, RECORDED IN INSTRUMENT NUMBER 200302546496, SAID DEED RECORDS, AND BEING IN THE SOUTH RIGHT-OF-WAY LINE OF VALLEY VIEW LANE (A VARIABLE WIDTH RIGHT-OF-WAY), THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES:

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 230.91 FEET, THROUGH A CENTRAL ANGLE OF 07°30'06", HAVING A RADIUS OF 1763.60 FEET, THE LONG CHORD WHICH BEARS N 58°52'15"E, 230.74 FEET, THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT;

WITH SAID COMPOUND CURVE TO THE RIGHT, AN ARC DISTANCE OF 347.09 FEET, THROUGH A CENTRAL ANGLE OF 14°32'26", HAVING A RADIUS OF 1367.69 FEET, THE LONG CHORD WHICH BEARS N 68°43'05"E, 346.16 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 759.21 FEET, THROUGH A CENTRAL ANGLE OF 05°59'37", HAVING A RADIUS OF 7257.62 FEET, THE LONG CHORD WHICH BEARS N 74°08'40"E, 758.86 FEET, TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT;

WITH SAID COMPOUND CURVE TO THE LEFT, AN ARC DISTANCE OF 384.50 FEET, THROUGH A CENTRAL ANGLE OF 03°35'42", HAVING A RADIUS OF 6128.08 FEET, THE LONG CHORD WHICH BEARS N 68°52'24"E, 384.44 FEET;

N 67°04'16"E, 251.01 FEET, TO THE WEST LINE, OF THAT TRACT OF LAND DESCRIBED BY DEED TO V H PRINTING L.P., RECORDED IN INSTRUMENT NUMBER 200503472806, OF SAID DEED RECORDS;

THENCE S 01°20'49"E, 308.81 FEET, WITH SAID WEST LINE, TO THE SOUTHWEST CORNER OF SAID V H PRINTING TRACT, BEING IN THE NORTH LINE OF SAID MM KENSINGTON TRACT (2018000020421);

THENCE N 89°35'43"E, 252.32 FEET, WITH SAID NORTH LINE, TO THE NORTHEAST CORNER OF SAID MM MERCER KENSINGTON TRACT (2018000020421), BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO NORTH DALLAS BIBLE CHAPEL, INC., RECORDED IN INSTRUMENT NUMBER 201400039065, SAID DEED RECORDS;

THENCE S 01°10'39"E, 835.58 FEET, TO THE SOUTHWEST CORNER OF LOT 2, BLOCK 4, VALLEY VIEW COMMERCE PARK, AN ADDITION TO THE CITY OF FARMERS BRANCH RECORDED IN INSTRUMENT NUMBER 198501077024, SAID DEED RECORDS;

THENCE N 89°29'14"E, 196.39 FEET, WITH THE SOUTH LINE OF SAID LOT 2, BLOCK 4, TO THE NORTHWEST CORNER OF A STREET EASEMENT RECORDED IN INSTRUMENT NUMBER 2088828-2701, SAID DEED RECORDS;

THENCE S 01°10'43"E, 121.49 FEET, DEPARTING SAID SOUTH LINE, WITH THE WEST LINE OF SAID STREET EASEMENT, TO THE SOUTHWEST CORNER OF SAID STREET EASEMENT AND BEING IN THE NORTH LINE OF SAID MM KENSINGTON TRACT (201800001305);

THENCE N 88°42'50"E, 3.98 FEET, WITH SAID NORTH LINE, TO THE NORTHEAST CORNER OF SAID MM MERCER KENSINGTON TRACT (201800001305) AND BEING IN THE WEST RIGHT-OF-WAY LINE OF HUTTON DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY), THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH THE EAST AND SOUTH LINES OF SAID MM KENSINGTON TRACT (201800001305) THE FOLLOWING COURSES AND DISTANCES:

WITH SAID WEST RIGHT-OF-WAY LINE AND NON-CURVE TO THE RIGHT, AN ARC DISTANCE OF 113.90 FEET, THROUGH A CENTRAL ANGLE OF 04°21'03", HAVING A RADIUS OF 1500.00 FEET, THE LONG CHORD WHICH BEARS S 02°15'01"W, 113.87 FEET;

S 01°11'43"E, 216.84 FEET, DEPARTING SAID RIGHT-OF-WAY;

S 43°45'34"W, 21.23 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF WITTINGTON PLACE (A 110 FOOT RIGHT-OF-WAY);

S 88°42'52"W, 1325.11 FEET, WITH SAID NORTH LINE, TO THE SOUTHWEST CORNER OF SAID MM MERCER KENSINGTON TRACT (201800001305), BEING THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO CADG MERCER CROSSING MM HOLDINGS, LLC., RECORDED IN INSTRUMENT NUMBER 201800001260, SAID DEED RECORDS;

THENCE N 45°55'16"W, 1364.20 FEET, DEPARTING SAID NORTH LINE, WITH THE WEST LINE OF SAID MM MERCER KENSINGTON TRACTS (201800001305 AND 2018000020420), TO THE POINT OF BEGINNING AND CONTAINING 2,379,290 SQUARE FEET OR 54.621 ACRES OF LAND MORE OR LESS.

For Informational purposes, not to be used in the transfer of real property



**Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
01/02/2020 09:01:27 AM  
\$58.00  
202000000190**

