

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 Commercial Association, Inc.
c/o Essex Association Management, L.P.
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**AMENDMENT AND SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERCER CROSSING COMMERCIAL PROPERTY
(City Park Dedication)**

THIS AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MERCER CROSSING COMMERCIAL PROPERTY (this "Supplement") is made and entered into as of September ³² 2024 to be effective as of the date this instrument is recorded in the Official Public Records of Dallas County, Texas (the "Effective Date") by CADG MERCER CROSSING HOLDINGS, LLC, a Texas limited liability company ("Declarant"), and CADG MERCER MM HOLDINGS, LLC, a Texas limited liability company ("Owner").

PRELIMINARY STATEMENTS

A. Effective as of July 8, 2004, Declarant's predecessor in interest, Transcontinental Realty Investors, Inc., executed that certain Declaration of Covenants, Conditions and Restrictions for Mercer Crossing Commercial Property, recorded on July 8, 2004, as Document No. 200413006080, of the Official Public Records of Dallas County, Texas (as modified, amended and/or supplemented, the "Declaration");

B. Declarant is the "Declarant" under the Declaration.

C. In accordance with the terms of the Declaration, including, without limitation, Section 7.3 of the Declaration, the Declarant may unilaterally amend the Declaration for purposes of removing any portion of the real property subject to the terms of the Declaration from the "Property" (as defined in the Declaration) subject to the terms of the Declaration.

D. The Owner is the owner of the Withdrawn Land (as hereinafter defined), and desires to remove and withdraw the real property described on Exhibit A attached hereto and

incorporated herein by reference (the "Withdrawn Land") and executes and records this Supplement as evidence of its approval of the withdrawal and removal of the Withdrawn Land from the Property subject to the Declaration.

E. The Declarant and Owner each intend that from and after the recordation of this Supplement, the Withdrawn Land be removed and withdrawn from the Property for all purposes of the Declaration, and that the terms, covenants, conditions, restrictions and obligations of the Declaration will no longer apply to the Withdrawn Land, and Declarant, with consent and joinder of the Owner, desires to amend the Declaration to exclude and withdraw such Withdrawn Land from the Property.

NOW, THEREFORE, Declarant and the Owner 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. Withdrawn Land Removed and Withdrawn from the Declaration. In accordance with the provisions the Declaration, including, without limitation, Section 7.3 of the Declaration, the Declarant as "Declarant" and Owner, as owner of the Withdrawn Land do hereby amend the Declaration to withdraw and exclude the Withdrawn Land from the Property subject to the Declaration. In this regard, the Declarant hereby releases the Withdrawn Land from the Declaration and any and all covenants, conditions, restrictions, assessments, easements, liens and charges of the Declaration, and declares that the Withdrawn Land and all portions thereof are and shall be held, transferred, used, assigned, sold, conveyed and occupied free and clear of the Declaration and any and all such covenants, conditions, restrictions, assessments, easements, liens and charges as set forth in the Declaration. By its execution hereof, the Owner consents and approves of the withdrawal and exclusion of the Withdrawn Land from the Property subject to the Declaration, pursuant to the terms or this Supplement.

3. No Other Effect. Except as expressly amended by this Supplement solely with respect to the Withdrawn Land, the terms and provisions of the Declaration are not amended, modified or supplemented by the Declarant and Owner.

4. 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.

5. 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.

Signatures on Following Pages

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

DECLARANT:

CADG MERCER CROSSING HOLDINGS LLC,
a Texas limited liability company

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

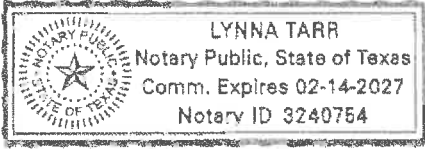
By: MMM Ventures, LLC
a Texas limited liability company,
its Manager,

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

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

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 26 day of September, 2024 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Managing Member of CADG Mercer Crossing Holdings, LLC, a Texas limited liability company on behalf of said company.



Lynna Tarr
Notary Public, State of Texas

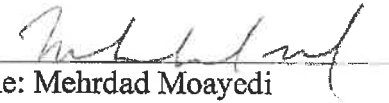
OWNER:

CADG Mercer MM Holdings, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Managing Member

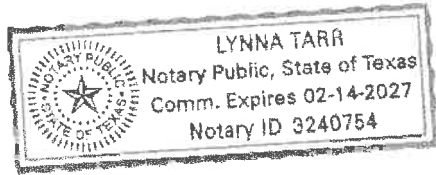
By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

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

By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on the 26 day of September 2024 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Managing Member of CADG Mercer MM Holdings, LLC, a Texas limited liability company on behalf of said company.



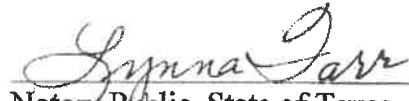

Notary Public, State of Texas

EXHIBIT A
LEGAL DESCRIPTION OF THE WITHDRAWN LAND

Lots 2 and 3, Block A, of MERCER CROSSING TOWNHOMES, an addition to the City of Farmers Branch, Dallas County, Texas, according to the plat thereof recorded under Instrument No. 202200205627 of the Plat Records of Tarrant County, Texas.

**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202400197688

eRecording - Real Property

Recorded On: October 01, 2024 02:15 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$41.00

******* 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: 202400197688
Receipt Number: 20240930001062
Recorded Date/Time: October 01, 2024 02:15 PM
User: Kevin T
Station: CC123.dal.ccdc

Record and Return To:


Simplifile



**STATE OF TEXAS
COUNTY OF DALLAS**

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 Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW", is written over the printed name of John F. Warren.