

**After Recording Please Return To:**  
Essex Association Management, LP  
1512 Crescent Dr., Suite 112  
Carrollton, TX 75006

**SECOND AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
UPD HOMEOWNER'S ASSOCIATION, INC.**

THE STATE OF TEXAS	§
	§
COUNTIES OF COLLIN	§
AND DALLAS	§

**INTRODUCTORY PROVISIONS**

**WHEREAS**, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for University Place is recorded as Instrument No. 201700084680, *et seq.* of the Official Public Records of Dallas County, Texas and as Instrument No. 20170324000380490, *et seq.* of the Official Public Records of Collin County, Texas (the “***Declaration***”); and

**WHEREAS**, that certain Declaration was amended by virtue of that certain First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for University Place, filed on April 8, 2020, as Instrument No. 202000090931 of the Dallas County Clerk’s Records and Instrument No. 20200403000482700 of the Collin County Clerk’s Records (hereinafter referred to as “***First Amendment***”); and

**WHEREAS**, the Declaration and the First Amendment shall hereinafter be referred to, collectively, as the “***University Place Declaration***”; and

WHEREAS, the University Place Declaration affects certain tracts or parcels of real property located within Dallas and Collin County, Texas, more particularly described on Exhibit “A” attached hereto (the “*Property*”); and

WHEREAS, CADG DALLAS 163, LLC, a Texas limited liability company (the “*Declarant*”), desires to amend and/or correct certain provisions of the University Place Declaration as evidenced by its duly authorized representative’s signature below; and

WHEREAS, under Article XII, Section 12.4 of the University Place Declaration, so long as Declarant owns at least one (1) Lot, the terms and conditions contained in the University Place Declaration may be amended by Declarant without joinder of or vote by any Owner; and

WHEREAS, the Declarant owns at least one (1) Lot; and

NOW, THEREFORE, the University Place Declaration is hereby amended as follows (the “*Second Amendment*”):

(a) Article VI, Section 6.3 of the University Place Declaration is hereby deleted and shall hereinafter read in its entirety as follows:

***6.3 Maintenance and Operations Reserve Fund. The Association may establish and maintain an adequate reserve fund for (a) any and all operations and/or management of the Association; (b) periodic maintenance, repair, restoration and/or replacement of improvements in the Master Common Area and (c) those other portions of the Property which the Association may be obligated to maintain. If established, such reserve fund shall be established and maintained, insofar as is practicable, out of regular assessments for common expense.***

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

(b) Due to clerical error and/or mistake, Paragraph 6.4(b) of Article VI of the University Place Declaration is hereby corrected and clarified to read in its entirety as follows, effective as of January 1, 2017:

**6.4 Regular Assessments.**

*(a) [...]*

*(b) Commencing on the earlier of January 1, 2015 or the date on which the first certificate of occupancy is issued for a Dwelling constructed on any Lot, the regular annual assessment for Lots shall be Six Hundred Fifty and No/100 Dollars (\$650.00) per Lot, annually which is the same as the Subdivision Regular Assessment. The Subdivision Regular Assessment may be increased, decreased or maintained at its then current level by the Board of Directors effective January 1 of each year without a vote of membership, but subject to the following limitations: if an adopted budget requires a Subdivision Regular Assessment against the Owners in any fiscal year exceeding one hundred twenty-five percent (125%) of the Subdivision Regular Assessment levied during the immediately preceding fiscal year, then upon written petition of Owners holding at least twenty percent (20%) of the votes of all Members of the Association that is received by the Board of Directors within fourteen (14) days after such budget was adopted, the Board of Directors shall call a meeting of the Members of the Association to consider the budget. When the meeting is held, regardless of whether or not a quorum is actually present at such meeting, the budget shall be deemed ratified by the Members of the Association unless enough votes are cast at such meeting in favor of rejecting the budget to qualify as a majority of all the votes that could have been cast at such meeting, if all Members had been present in person or by proxy at such meeting. In the event that the Board of Directors shall not approve an estimated annual budget or shall fail to determine new regular assessments for any year, or shall be delayed in doing so, each Owner shall continue to pay the amount of such Owner's regular assessment as last determined. Notwithstanding the foregoing,*

*the regular annual assessment charged to an Owner of a Lot who is a Class B Member shall be three-fourths (3/4) of the regular annual assessment for a Lot owned by a Class A Member until such time as the construction of a Dwelling on the Lot owned by such Class B Member is substantially complete. For the purpose of this paragraph, a Dwelling shall be considered "substantially complete" when the Class B Member is capable of obtaining a certificate of occupancy for such Dwelling from the appropriate governmental authority. Notwithstanding the foregoing, the Class C Member's liability for assessments of any kind under this Declaration shall be only as provided in Section 6.14 of this Declaration.*

The terms and provisions of the University Place Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. The Property shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the University Place Declaration and now this Second Amendment, which shall run with title to the Property and shall be binding on all parties having any right, title or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

**IN WITNESS WHEREOF**, the Declarant has caused this Second Amendment to the University Place Declaration and shall be effective when filed with the Offices of both Collin and Dallas County Clerks.

[SIGNATURE LOCATED ON FOLLOWING PAGES.]

**DECLARANT:**

CADG Dallas 163, LLC,  
a Texas limited liability company

By: 2M Strategic Investments, LLC,  
a Texas limited liability company its Managing  
Manager

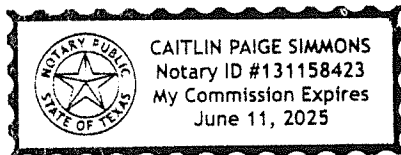
By: MMM Ventures, LLC,  
a Texas limited liability company its  
Manager

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

By: Mehrdad Moayedi  
Mehrdad Moayedi, Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11 day of November, 2021, by NIA, Merhdad Moayedi, the Manager of CADG Dallas 163, LLC, a Texas limited liability company, the Manager of MMM Ventures, LLC, a Texas limited liability company, and 2M Ventures, LLC, a Delaware limited liability company, on behalf of the Declarant, and in the capacity herein stated.



Caitlin Paige Simmons  
Notary Public, State of Texas

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

BEING a 163.0 acre tract of land situated in the John Clay Survey, Abstract Number 223, Collin County, Texas, the John Clay Survey, Abstract Number 313, Dallas County, Texas, and the John W. Curtis Survey, Abstract Number 345, Dallas County, Texas, all within the City of Dallas, Texas, and all within City of Dallas Block Number 8735, said tract being part of that tract of land described as Tract B in Deed Of Gift dated September 1, 1972, to The State of Texas for the benefit and use of the Board Of Directors Of The Texas A&M University System as recorded in Volume 837, Page 591 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and Volume 72221, Page 2873 of the Deed Records of Dallas County, Texas (D.R.D.C.T.) (hereinafter referred to as "Tract B"), and being more particularly described as follows:

BEGINNING at 1/2-inch set iron rod with a yellow plastic cap stamped 11HALFF" (hereinafter referred to as "with cap") for the northwest corner of said Tract B and for the intersection of the east right-of-way line of Coit Road (a 130 foot wide right-of-way) and the southeasterly right-of-way line of that tract of land described in Deed to Dallas Area Rapid Transit Property Acquisition Corporation (a 100 foot wide right-of-way) as recorded in Volume 3424, Page 126, D.R.C.C.T., and from which a 1/2-inch found iron rod with "KCS 401911 cap bears North 00 degrees 31 minutes 35 seconds West, 0.9 feet;

THENCE North 74 degrees 11 minutes 05 seconds East (record North 75 degrees 09 minutes 35 seconds East, 2,806.89 feet), with said southeasterly Dallas Area Rapid Transit right-of-way line, a distance of 2,807.41 feet to a 3/8-inch found iron rod for the northeast corner of said Tract B and for the northwest corner of Block A/8735 of U.T.D. SYNERGY PARK PHASE I, AN INDUSTRIAL ADDITION, an addition to the City of Dallas, Dallas and Collin Counties, Texas, as recorded in Cabinet F, Page 483 of the Map Records of Collin County, Texas;

THENCE South 00 degrees 45 minutes 30 seconds East (record South 00 degrees 13 minutes West, 4,171.04 feet), departing said southeasterly Dallas Area Rapid Transit right-of-way line, with the east line of said Tract B, a distance of 4,171.71 feet to a 1/2-inch found iron rod with "PACHECO KOCH" cap for the southeast corner of said Tract B and the southwest corner of Lot 2, Block A/8735 of U.T.D. SYNERGY PARK- PHASE II, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 86051, Page 3744, D.R.D.C.T., said point also being on the north right-of-way line of Cullum Street (a 40-foot wide right-of-way) as dedicated by the plat of FIRST INSTALLMENT OF TECHNOLOGY PARK, an addition to the City of Richardson, Dallas County, Texas, as recorded in Volume 67123, Page 1285, D.R.D.C.T.;

THENCE South 88 degrees 49 minutes 12 seconds West (record North 89 degrees 57 minutes West, 200.23 feet), with the south line of Tract B and with the north right-of-way line of said Cullum Street, a distance of 200.41 feet to a 1/2-inch found iron rod with "PRECISE LAND SURV." cap for the northeast corner of UNIVERSITY WORLD, LOT 1A, BLOCK 4, an addition

to the City of Richardson, Dallas County, Texas, as recorded in Volume 98122, Page 60, D.R.D.C.T.;

THENCE South 89 degrees 04 minutes 01 second West (record North 89 degrees 55 minutes West, 2,607.08 feet), departing the north right-of-way line of said Cullum Street, with the south line of said Tract B, a distance of 2,607.08 feet to a set "X" cut in concrete for the southwest corner of said Tract B on the east right-of-way line of said Coit Road (a variable width right-of-way at this point);

THENCE North 00 degrees 31 minutes 59 seconds West (record North 00 degrees 29 minutes East), with the common west line of said Tract B and the east right-of-way line of said Coit Road, a distance of 772.51 feet to a 1/2-inch set iron rod with cap for corner;

THENCE over and across said Tract B through the following courses and distances:

North 89 degrees 04 minutes 01 second East, departing said common line, a distance of 1,876.27 feet to a 1/2-inch set iron rod with cap for corner;

North 00 degrees 45 minutes 30 seconds West, a distance of 1,856.15 feet to a 1/2-inch set iron rod with cap for corner;

South 89 degrees 04 minutes 01 second West, a distance of 1,791.70 feet to a 1/2-inch set iron rod with cap for corner on the common west line of said Tract B and the east right-of-way line of said Coit Road (a 130-foot wide right-of-way at this point), said point being the beginning of a non-tangent circular curve to the left having a radius of 2,929.79 feet (record 2,929.79 feet) and a chord that bears North 01 degree 13 minutes 52 seconds East a distance of 179.70 feet;

THENCE Northerly, with said common line and with said curve, through a central angle of 03 degrees 30 minutes 53 seconds, an arc distance of 179.73 feet to found concrete monument for the point of tangency;

THENCE North 00 degrees 31 minutes 35 seconds West (record North 00 degrees 26 minutes 55 seconds East, 644.76 feet), continuing with said common line, a distance of 643.33 feet to the POINT OF BEGINNING AND CONTAINING 163.0 acres (or 7,100,280 square feet) of land, more or less.



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
11/16/2021 10:51:07 AM  
\$50.00 DFOSTER  
20211116002340030