NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DALLAS	§	

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNIVERSITY PLACE

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNIVERSITY PLACE (this "Amendment") is made and entered by CADG DALLAS 163, LLC, a Texas limited liability company (the "Declarant"), as of the 1st day of March, 2020.

WHEREAS, on March 24, 2017, the CADG DALLAS 163, L.P., a Texas limited partnership ("CADG Dallas 163") executed that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for University Place recorded on March 27, 2017, as Document No. 201700084680, in the Official Public Records of Dallas County, Texas (the "Declaration");

WHEREAS, the Declaration affects all of the real property and improvements located within land described on **Exhibit A** of the Amended and Restated Declaration to include any annexation or amendment thereto, (the "Property");

WHEREAS, Declarant owns Lots within the Property, and thereby under Article 12, Section 12.4 of the Declaration, pursuant to the rights reserved by Declarant, the Declarant has the right to unilaterally amend the Declaration; and

WHEREAS, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Declaration, as amended and modified by this Amendment, as more specifically provided in this Amendment.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1.   Defined Terms. Unless otherwise defined in this Amendment or the context otherwise requires, each term used in this Amendment with its initial letter capitalized which has been specifically defined in the Declaration shall have the same meaning herein as given to such term in the Declaration.

    a. Section 6.12 Transfer Fees and Fees for Issuance of Resale Certificates is hereby modified and amended in its entirety to read as follows:

"Pursuant to the terms of Section 5.7 hereof, the Board may enter into a contract with a Managing Agent to oversee the daily operation and management of the Association, The Managing Agent may, and probably will, have fees, which will be charged to an Owner for the transfer of a significant estate or fee simple title to a Lot and the issuance of a "Resale Certificate" (herein so called). The Association and/or its Agent shall not be required to issue a Resale Certificate until payment for the cost thereof has been received by the Association or its Agent. Transfer fees and fees for the issuance of a Resale Certificate shall in no event exceed Nine Hundred Fifty and No/100 Dollars ($950.00) for each home being conveyed and are not refundable and may not be regarded as a prepayment of or credit against regular assessments, and are in addition to the Capitalization Fee in Section 6.11 above. The right of the Association or the Agent to charge a fee or fees as set forth in this Section 6.12 may not be waived or rescinded. Each year the Board of Directors shall review the Capitalization Fee as well as the Transfer Fees and Fees for Issuance of Resale Certificates and the Board shall have the right, but not the obligation, by way of Resolution, to increase or decrease fees charged or owed to the Association, notwithstanding, the Board may not, at any time, adjust fees owed to or charged by the Managing Agent without the Agent's written consent.

2.   No Other Effect. Except as expressly modified, amended and supplemented by this Amendment, the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as modified, amended and supplemented hereby, is hereby amended as provided herein.

3.   Severability. Invalidation of anyone 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.

4.   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.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

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EXECUTED to be effective as of the date written above.

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
          its Manager

          By: _____
              Merhdad Moayedi, Manager

STATE OF TEXAS   §
                         §
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 23 day of _march_____, 2020, by Merhdad Moayedi, the Manager of CADG Dallas 163, LLC, a Texas limited liability company, the Managing Member of 2M Strategic Investments, 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 said entity, and in the capacity herein stated.

[SEAL]

_____
Notary Public, State of Texas
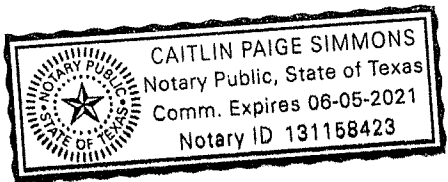
CAITLIN PAIGE SIMMONS
Notary Public, State of Texas
Comm. Expires 06-05-2021
Notary ID 131158423

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
04/08/2020 10:38:42 AM
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