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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:

Villages of Prairie Commons West Homeowner's Association, Inc. c/o Essex Association Management, LP 1512 Crescent Drive, Suite 112 Carrollton, Texas 75006

STATE OF TEXAS

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COUNTY OF COLLIN

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AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF PRAIRIE COMMONS WEST HOMEOWNER'S ASSOCIATION, INC.

(City of Plano, Collin County, Texas)

THIS AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF PRAIRIE COMMONS WEST HOMEOWNERS ASSOCIATION, INC. (this "Supplement") is made and entered into as of May 24, 2018, by MM PLANO 54, LLC, a Texas limited liability company ("Declarant").

PRELIMINARY STATEMENTS

- A. Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions for Villages of Prairie Commons West Homeowner's Association, Inc., dated as of September 13, 2017, and recorded on September 13, 2017, as Document No. 20170913001228890 in the Official Public Records of Collin County, Texas, as modified, amended and/or supplemented now or hereafter from time to time (the "Declaration").
- B. As of the date hereof, the Development Period (as defined in the Declaration) has not expired or terminated and is still in full force and effect.
- C. In accordance with the terms of the Declaration, including, without limitation, Section B.3.4 of Appendix "B" thereof, Declarant has the unilateral right to amend the Declaration to, among other things, correct misstatements and/or errors in the Declaration.
- D. The Property described in the Declaration erroneously included that certain tract of land described on **Exhibit A** attached hereto and incorporated herein by reference (the "Withdrawn Land"), which is to be developed and used for commercial purposes not consistent with the uses permitted by the Declaration and was never intended to be made subject to the Declaration.
- E. The Declarant additionally is the owner of the Withdrawn Land, and desires to remove and withdraw the Withdrawn Land from the Property subject to the Declaration and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.

F. The Declarant intends 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 desires to amend the Declaration to exclude and withdraw such Withdrawn Land from the Property.

NOW, THEREFORE, Declarant does hereby adopt this Supplement as follows:

- 1. <u>Definitions</u>. 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.
- Withdrawn Land Removed and Withdrawn from the Declaration. In accordance with the provisions the Declaration, including, without limitation, Section B.3.4 of Appendix "B" of the Declaration, the Declarant as "Declarant" and as owner of the Withdrawn Land does 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.
- 3. <u>No Other Effect</u>. 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 hereby.
- 4. <u>Severability</u>. 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. <u>Headings</u>. 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 effective as of the date written above.

DECLARANT:

MM PLANO 54, LLC, a Texas limited liability company

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

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

By: 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 MM PLANO 54, 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 29 day of May , 2018.

NOTARY PUBLIC STATE OF TEXAS
Printed Name:

TREVOR KOLLINGER
Notary Public, State of Texas
Comm. Expires 01-05-2021
Notary ID 130950327

EXHIBIT A

LEGAL DESCRIPTION OF THE WITHDRAWN LAND

Lot 1, Block B, PICKENS ADDITION, an Addition to the City of Plano, Collin County, Texas, according to the map or plat thereof recorded under 2017-426, of the Map Records of Collin County, Texas.



Filed and Recorded Official Public Records Stacey Kemp, County Clerk Collin County, TEXAS 05/29/2018 03:09:06 PM \$38.00 NELLIOTT 20180529000650540

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