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GF# 2005328-VCJA

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BOYARMILLER
2925 Richmond Avenue, 14th Floor
Houston, Texas 77098
Attn: Hilary Tyson, Esq.

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

SUBORDINATE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEGACY HILLS RESIDENTIAL ADDITION

This Subordinate Declaration of Covenants, Conditions and Restrictions for Legacy Hills Residential Addition (this "**Declaration**") is executed effective as of July 30, 2021, by MM CELINA 3200, LLC, a Texas limited liability company (the "**Declarant**").

RECITALS:

A. The Declarant is the owner of the real property in Collin County, Texas, described on **Exhibit A** attached hereto (the "**Property**"). The Declarant has or is developing the Property as an addition to the City of Celina and Collin County to be known as "Legacy Hills Residential Addition" (the "**Subdivision**").

B. The Property is subject to the terms of that certain Master Declaration of Covenants, Conditions and Restrictions for Legacy Hills Addition dated July 30, 2021, and recorded on August 4, 202_, under Document No. 20210840015 71340 of the Official Public Records of Collin County, Texas, as modified, amended and supplemented from time to time (the "**Master Declaration**")

C. The Declarant desires to establish a residential community of single-family residential attached and detached homes on the Property and, accordingly, has executed this Declaration to impose the covenants, conditions, restrictions, and easements herein described upon the Property.

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D. The Declarant acknowledges and agrees that this Declaration is subordinate to the terms of the Master Declaration and the Assessment Lien (as hereinafter defined) established hereunder is in addition to and subordinate to the lien and other rights of the Master Association (as hereinafter defined) as set forth in the Master Declaration, except as otherwise expressly provided herein or in the Master Declaration and/or Master Association Documents.

ARTICLE I
ESTABLISHMENT

Section 1.1 Establishment of Covenants, Conditions and Restrictions. The Declarant hereby imposes upon the Property the covenants, conditions, restrictions, liens and easements set forth in this Declaration (the "**Covenants**") for the purposes of establishing a general scheme for development of the Property, enhancing the value of the Lots (defined below) and Residences (defined below), and establishing restrictions for residential use for the benefit of the Declarant, Builders (defined below) and the Owners (defined below). The Declarant does not guarantee that all of these purposes will be accomplished through the creation and imposition of the Covenants. The Covenants touch and concern title to the Property, run with the land and shall be binding upon all persons hereafter acquiring any portion of the Property.

Section 1.2 Definitions. The terms set forth below shall have the indicated meanings when used in this Declaration; other terms are defined elsewhere herein and shall have the meaning given to them in this Declaration.

"**Amenity Center**" means the Common Area and Common Improvements required by the City to be constructed by the Declarant or its designee and maintained by the Association that shall include amenities including restrooms; a swimming pool; shade structures; and a playscape area as shown on the Concept Plan.

"**Applicable Zoning**" means any zoning now or hereafter applicable to the Property or any portion thereof, including, without limitation, any planned development ordinance approved, passed, and/or enacted by the City Council of the City that grants a change in the zoning of the Land or any portion thereof to allow for the development contemplated by this Declaration, and any ordinance that may hereafter be adopted by the City Council of the City with respect to any addition to the Land, as such ordinance or ordinances may from time to time hereafter be modified, amended or superseded. All references herein to the Applicable Zoning shall also include any other applicable provisions of the Zoning Ordinances of the City, as the same may from time to time hereafter be amended, or its successor provision.

"**Architectural Control Committee**" or "**Committee**" shall have the meaning assigned to such term in Section 8.1 hereof.

"**Architectural Approval**" shall have the meaning assigned to such term in Section 8.2 hereof.

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"**Association**" shall mean and refer to the "Legacy Hills Residential Subordinate Association, Inc." The Certificate of Formation, Bylaws and other organizational documents of the Association are attached hereto as **Exhibit B**. Prior to conveying any Lot to any other Owner, Declarant shall cause such entity to be organized as a Texas non-profit corporation.

"**Board of Directors**" or "**Board**" means the board of directors of the Association. From and after the date on which Declarant no longer has the right to appoint 100% of the members of the Board, the Members of the each of the largest Sub-Sub-Associations formed under this Declaration shall elect one (1) director on the Board by majority vote of such members of a Sub-Sub-Association taken at a meeting of such members where quorum is present (failing which the President of each Sub-Sub-Association shall serve as a director of the Board of the Association hereunder, with any remaining vacancies being appointed by the President of the Association and thereafter the majority vote of the sitting directors of the Board). The Board shall include at least three (3) but no more than five (5) directors.

"**Builder**" means any homebuilder constructing the initial Dwelling upon a Lot in the normal course of conducting its business for profit

"**City**" means the City of Celina, Texas.

"**Common Area**" means the portion of the Land that is not situated within a Lot and any other property rights within the Land which are known, described or designated for, or which shall subsequently be intended for or devoted to, the common use and enjoyment of the Members; provided, however that the Common Area specifically excludes any and all land included in the Master Common Areas to be maintained by the Master Association, or included in the City Property (as defined in the Master Declaration) and PID Improvements to be maintained by the City, and the Golf Course Land and Improvements (as defined in the Master Declaration) to be privately maintained. The Common Area described herein shall be for the exclusive use and benefit of the Owners of the Property or any portion thereof.

"**Common Improvements**" means those improvements initially made by Declarant within the Common Area, together with such other improvements as may be made hereafter by the Association; provided, however that the Common Improvements specifically exclude any and all City Property (as defined in the Master Declaration or PID Improvements to be maintained by the City, and the Golf Course Land and Improvements (as defined in the Master Declaration) to be privately maintained. The Common Improvements shall include at least five (5) Amenity Centers and two (2) Regional Amenity Complexes (herein so called) and the Linear Park and Trails (or any segment(s) thereof), as constructed by Declarant or its designee, or by the Association within the Common Area.

"**Common Properties**" means the Common Area and Common Improvements, collectively. The Common Properties hereunder shall be for the exclusive use of the Members of the Association pursuant to the terms of this Declaration and subject to any rules and regulations promulgated by the Association (through the Board or otherwise), pursuant hereto or pursuant to the Bylaws or other governing documents of the Association

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"**Concept Plan**" shall mean and refer initially to the concept plan attached hereto as **Exhibit D** and incorporated herein by reference, to be modified and/or replaced by any concept plan subsequently adopted by the City for the Property under Applicable Zoning for and/or any Plat of the Property or applicable portion thereof. In the event of any conflict between the Concept Plan attached hereto and Applicable Zoning, the requirements under Applicable Zoning shall control. In the event of any conflict between the Concept Plan and any Plat of the Property, the Plat shall control. In the event of any conflict between the Concept Plan and the Design Guidelines, the Design Guidelines shall control.

"**Declarant**" means MM CELINA 3200, LLC, a Texas limited liability company and its successors in interest to the Land through (i) a voluntary disposition of all (or substantially all) of the assets of such limited liability company and/or the voluntary disposition of all (or substantially all) of the right, title and interest of the limited liability company in and to the Land where such voluntary disposition of right, title and interest expressly provides for the transfer and assignment of the rights of such limited liability company as Declarant as provided in Section 13.6 hereof, or (ii) an involuntary disposition of all or any part of the Land owned by Declarant prior to completion of development of the Land as a residential community. No person or entity purchasing one or more Lots from such limited liability company in the ordinary course of business shall be considered as "Declarant".

"**Design Guidelines**" shall have the meaning assigned to such term in Section 8.2 hereof.

"**Detached Dwelling**" shall mean and refer to any Dwelling that does not share a wall or foundation with another Dwelling.

"**Detached Dwelling Lot**" shall mean any Lot on which a Detached Dwelling is permitted.

"**Development Period**" means the period of time commencing on the date of this Declaration and continuing through and including the earlier of (i) the date on which Declarant no longer owns any portion of the Property, or (ii) the date which is fifteen (15) years after recordation of this Declaration in the Official Public Records of Collin County, Texas, or (iii) the date of recording in the Official Public Records of Collin County, Texas, of a notice signed by the Declarant terminating the Development Period.

"**Dwelling**" means the improvement located on each Lot that is designed to be or appropriate for use as a residence, together with any garage incorporated therein, whether or not such residence is actually occupied.

"**Land**" means that certain approximately 1,720± acres of real property in Collin County, Texas, described on **Exhibit A**, attached hereto and incorporated herein, and such other real property as may be made subject to the terms of the Declaration in accordance with the provisions hereof.

"**Linear Park and Trails**" means the network of twelve foot (12') concrete main spine trails and eight foot (8') concrete side trails and connectors as neighborhood trails, including trail heads and low water pedestrian crossings, to connect both sides of the creek located within the

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Property and provide connectivity throughout the Subdivision as shown on the Concept Plan and in conformance with the City's Master Parks & Trails Plan, as modified or amended from time to time. The Linear Park and Trails may be constructed in segments, and each segment shall include a neighborhood trail together with at least two (2) of the following items, chosen at the discretion of the Declarant: (i) fitness station; (ii) dog park; (iii) play area; (iv) frisbee golf; or (v) other items permitted in the City's Master Parks & Trails Plan, as modified and amended from time to time, and may also include any improvement or amenity to parks or open spaces and any improvement or amenity along the neighborhood trails, including but not limited to benches, trash cans, play equipment, dog parks, restrooms, landscaping, and irrigation.

"**Lot**" means a residential lot shown as such on the Plat and which is or is intended to be improved with a Dwelling. Some portions of the Common Area may be platted as one or more "lots" on the Plat, however, such Common Area lots and any Master Common Areas are expressly excluded from the definition of "Lot" as used herein. Additionally, in no event shall areas owned by the City and to be maintained by the City as part of the PID Improvements be included in the definition of "Lot" as used herein.

"**Managing Agent**" means any individual, corporation, limited liability company, partnership or other entity of any kind or type whatsoever who has been engaged and designated by the Board to manage the daily affairs and operations of the Association.

"**Master Assessments**" means any and all assessments levied or collected by the Master Association pursuant to the Master Declaration and/or Master Association Documents.

"**Master Association**" means Legacy Hills Addition Master Property Owners Association, Inc., a Texas non-profit corporation, or such other property owners' association name selected and available at the time of formation and established as provided in the Master Declaration

"**Master Board**" shall mean and refer to the board of directors of the Master Association.

"**Master Association Documents**" means the Certificate of Formation and the Bylaws of the Master Association, as amended and modified from time to time, and the resolutions and certifications, the rules and regulations adopted by the Master Association from time to time, and the Master Declaration.

"**Master Common Areas**" means those common areas to serve and benefit all owners of lots within the property described in the Master Declaration and all members of the Master Association, if applicable, and which are to be dedicated and/or conveyed to the Master Association to be maintained by the Master Association in accordance with the terms of the Master Declaration, including, without limitation, Section 4.1 of the Master Declaration. All Master Common Areas shall be maintained by the Master Association.

"**Master Declaration**" shall have the meaning ascribed to such term in the recitals.

"**Member**" means an Owner who is a member of the Association.

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"**Municipal Management District**" means and refers to the North Celina Municipal Management District No. 3, a special district created under Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution, to be known as North Parkway Municipal Management District No. 1.

"**Owner**" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers. If a Lot is owned in undivided interests by more than one person or entity, each owner shall be an Owner for purposes of this Declaration. A person or entity that owns only a lien or other similar interest in a Lot as security for performance of an obligation is not an Owner with respect to that Lot.

"**Person**" shall mean and refer to any individual, partnership, corporation, limited liability company, trust or other entity.

"**Phase**" or "**Phases**" shall mean and refer generally to one or more section(s) of the Subdivision divided into development areas for construction of single-family dwellings.

"**Plat**" means (i) initially, the preliminary plat, and thereafter the final plat, for any Phase or other portion of the Property submitted to and approved by the City, or any other applicable governmental entity; (ii) after recordation thereof, the final Plat for any Phase or other portion of the Property as recorded in the Official Public Records of Collin andCounty, Texas; and, (iii) any replat of, or amendment to, the foregoing made by the Declarant, the Owners or the Association in accordance with this Declaration and the applicable requirements of the City or other applicable governmental authority. The term "Plat" shall also include the final recorded plat of any additional property annexed into the Property pursuant to the terms of this Declaration.

"**Property**" means the Land and all improvements thereto, whether now existing or hereafter placed thereon.

"**Public Improvement District**" or "**PID**" means the Public Improvement District established or to be established by the City and as so established applicable to the Property or portions thereof.

"**PID Improvements**" shall mean those areas of land, structures and improvements located within the Property which, if applicable, are specifically to be maintained by the City as part of obligations and duties of the PID.

"**PID Restrictions**" shall mean those covenants, conditions and restriction contained in that any Declaration of Covenants, Conditions and Restrictions (the "**PID Declaration**") required to be imposed upon any Property or portions thereof within the boundaries of the PID by Declarant and the Owners of the portion of the Property within the boundaries of the PID collectively as "Landowners" under such PID Declaration, and recorded or to be recorded in the Official Public Records of Collin County, Texas.

"**Regional Amenity Complex**" means the Common Area and Common Improvements thereon required by the City to be constructed by the Declarant or its designee and maintained by

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the Association that shall include indoor air-conditioned space; restrooms; two (2) swimming pools; a playground; two (2) tennis courts or similar facilities; and one (1) basketball court as shown on the Concept Plan.

"**Single-Family**" shall have the same meaning as defined by the City of Celina's Zoning Ordinance.

"**Site Plan**" shall mean a plan approved by the City of Celina for development of the site.

"**Sub-Association Representative**" if applicable, shall mean and refer to the one (1) individual appointed by the Board of Directors of the Association to represent the Members in matters pertaining to the Master Association with respect to such Members' voting and/or consent rights as members of the Master Association, including, without limitation, casting the Members votes as members of the Master Association at any regular or special meeting of the members of the Master Association called pursuant to the Master Association Documents.

"**Sub-Sub-Association**" means the property owners association created to administer the Lots and Dwellings thereon pursuant to the terms of a Sub-Sub-Declaration. The formation of the Sub-Sub-Association must be approved in advance and in writing by the Declarant an Master Declarant during the Development Period, and a majority of the Board and Master Board after expiration or termination of the Development Period together with the written consent of Declarant (for as long as Declarant owns any portion of the Property).

"**Sub-Sub-Association Representative**" if applicable, shall have the meaning ascribed to such terms in Section 5.3(d) hereof.

"**Sub-Sub-Declarant**" means the "Declarant" pursuant to the Sub-Sub-Declaration.

"**Sub-Sub-Declaration**" means a subordinate declaration of covenants pertaining to the some, but not all Lots which provides for the creation of the Sub-Sub-Association and assessments to be levied by the Sub-Sub-Association to discharge costs and expenses anticipated to be incurred by the Sub-Sub-Association. The Sub-Sub-Declaration must be approved in advance and in writing by the Declarant during the Development Period, and a majority of the Board after expiration or termination of the Development Period together with the written consent of Declarant and Master Declarant (for as long as Declarant or Master Declarant owns any portion of the Property).

ARTICLE II

PROPERTY SUBJECT TO THE DECLARATION

2.1 Initial Properties. The properties that shall initially be subject to this Declaration shall include the Land and all improvements now or hereafter constructed thereon.

2.2 Addition to Properties. Additional land may from time to time be made subject to this Declaration during the Development Period. The addition of any such additional land

(referred to as "**Adjacent Land**") to this Declaration may be accomplished by the recordation in the Official Public Records of Collin County, Texas, of a Supplementary Declaration, signed by Declarant and the owner of such Adjacent Land, which shall extend the scheme of this Declaration to such Adjacent Land, automatically extending the jurisdiction, functions, rights, and duties of Declarant, the Association (including membership therein) and the Architectural Control Committee to the Adjacent Land. In connection with the addition of any such Adjacent Land to this Declaration, Declarant shall have the right to extend then existing streets and other right-of-ways located on the Land to, through or across such Adjacent Land and to take any other actions which Declarant, in its sole discretion, deems advisable in order to connect such Adjacent Land to any of the Land or otherwise establish or maintain a link between them. If Declarant is not a Member immediately prior to the recordation of a Supplementary Declaration, then upon the recordation of such Supplementary Declaration, Declarant shall become a Class C Member. No consent or approval of the Association or of any Owner shall be required in order to extend the scheme of this Declaration to any Adjacent Land or for Declarant to take any of the actions authorized by this Section. If any Adjacent Land is made subject to this Declaration, then, without the necessity of any further action, such Adjacent Land shall be included within the definition of the Land, and all other terms of this Declaration shall be modified as necessary to extend the coverage of this Declaration to the Adjacent Land. In any such Supplementary Declaration, Declarant and the owner of such Adjacent Land shall have the authority to make any amendments to this Declaration as Declarant and such owner deem advisable in connection with the addition of the Adjacent Land to this Declaration, without the joinder or consent of the Association or of any Owner. Notwithstanding anything to the contrary contained herein, until expiration of the Development Period, this Section 2.2 may not be modified or amended without the express written consent of Declarant.

2.3 Further Subdivision; Sub-Sub-Associations and Sub-Sub-Declarations. The Declarant or any Owner of any portion of the Property developing Lots therein, with approval and joinder or Declarant, as a Sub-Sub-Declarant, may (but is in no way obligated to) establish the Sub-Sub-Declaration and the Sub-Sub-Association for a portion of the Property owned by such Declarant or Owner by recordation of such Sub-Sub-Declaration in the Official Public Records of Collin County, Texas. The creation of the Sub-Sub-Association and establishment of the Sub-Sub-Declaration will not modify any obligations, limitations, rights, benefits or burdens established by this Declaration or the Master Declaration, except as may otherwise be expressly provided herein. The Sub-Sub-Declaration, as approved by Declarant and/or the Board, may provide for the performance of certain rights and/or obligations of the Declarant and/or the Association by the Sub-Sub-Declarant named in such Sub-Sub-Declaration or the Sub-Sub-Association. The terms and provisions of the Sub-Sub-Declaration and/or governing documents of the Sub-Sub-Association, together with any modifications, supplements and/or amendments thereto, are subject to the review and approval of the Declarant in advance and in writing during the Development Period, and thereafter by the Board with Declarant's approval for as long as Declarant owns any portion of the Property, which approval of Declarant and/or the Board may be withheld in the Declarant's or Board's, as applicable, sole and absolute discretion. The Sub-Sub-Declaration and any dedicatory instrument of the Sub-Sub-Association shall additionally be subject to Master Declarant's review and prior written approval. The Sub-Sub-Declaration (and/or any modifications, supplements and/or amendments thereto that conflict with the terms of this Declaration), filed in the Official Public Records of Collin County, Texas, against all or any portion

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of the Property which has not been approved by (i) Declarant or the Board, as evidenced by Declarant and/or an officer of the Association indicating Board approval of such Sub-Sub Declaration, as applicable, and (ii) Master Declarant, shall be void and of no force or effect.

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ARTICLE III

USE OF PROPERTY AND LOTS - PROTECTIVE COVENANTS

The Property and each Lot situated thereon shall be constructed, developed, occupied and used as follows:

3.1 Residential Purposes. Each Lot (including land and improvements) shall be used and occupied for single-family residential purposes only, as such use is defined in accordance with the ordinances of the City from time to time in effect. Pursuant to the Applicable Zoning, and requirements imposed by the PID or Municipal Management District (the "**District Requirements**"), and by this Declaration, the Property may include sixty foot (60') wide Lots (the "**60' Lots**"), fifty foot (50') wide Lots (the "**50' Lots**"), and forty foot (40') wide Lots (the "**40' Lots**").

3.2 Replatting. No Lot shall be resubdivided; provided, however, that Declarant shall have and reserves the right, at any time, or from time to time, to file a replat of the Plat or a portion thereof to effect a reconfiguration of any Lots in the Property then owned by Declarant, and subject to obtaining any necessary approval, joinder or consent of the appropriate county and/or municipal authorities. The consent or approval of Owners other than Declarant shall not be required for such replatting.

3.3 Combining Lots. Any person owning two or more adjoining Lots may consolidate such Lots into a single building location for the purpose of constructing one (1) Dwelling thereon (the plans and specifications therefor being approved as set forth in this Declaration) and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulations of any governmental authority having jurisdiction over the Property. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration; provided, however, such Owner shall continue to pay assessments on such Lots as if such Lots had not been consolidated and shall be entitled to one vote for each Lot (determined prior to such consolidation) owned by such Owner. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant, during the Development Period, or the Association, thereafter, as well as the prior written approval of any utility company having the right to the use of such easements.

3.4 Drainage.

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(a) Neither the Declarant nor its successors or assigns, shall be liable for, and each Owner hereby waives any right of recovery against Declarant, its successors and assigns for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters.

(b) After completion of building construction on a Lot, the Owner of such Lot shall cause such Lot to be graded so that surface water will flow to streets, alleys, drainage easements, or Common Properties. Such grading shall be in conformity with the general drainage plans for the Subdivision approved by the City. It shall be the responsibility of each Owner to maintain or modify, if necessary, the drainage characteristics of its Lot so that storm water runoff from such Lot will not run across or collect upon any adjacent Lot. If a retaining wall or underground drainage improvements are necessary to control and prevent drainage from one Lot onto an adjacent Lot, it shall be the responsibility of the Owner of the Lot having the higher surface elevation to construct and maintain the retaining wall or underground drainage improvements, which shall be subject to the approval of the Architectural Control Committee.

3.5 Dirt Removal. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon. Any dirt proposed to be removed from a Lot must be first offered to Declarant at no cost or expense to Declarant.

3.6 Utilities. All utilities shall be installed underground. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable. No individual water supply system shall be permitted on any Lot. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot. However, portable toilets will be allowed during building construction. The installation and use of any propane, butane, liquid petroleum gas or other gas tank, bottle or cylinder of any type (except portable gas grills) shall require the explicit, itemized approval of the Architectural Control Committee, and, if so approved, the Architectural Control Committee may require that such tank, bottle or cylinder be installed underground. Any control boxes, valves, connection, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the streets within or adjoining the Property or from any other Lot or the Common Area.

3.7 Setback Requirements and Building Location. All front, side, and rear setbacks must be approved by the Architectural Control Committee and must meet the requirements of the Design Guidelines, the Plat and the Applicable Zoning and any District Requirements. The location of the main residence on each Lot and the facing of the main elevation with respect to nearby streets shall be subject to the approval of the Architectural Control Committee. Additionally, each Owner must comply with the yard, lot coverage and minimum building separation requirements of the Applicable Zoning and any District Requirements.

3.8 Construction Requirements. All construction on any Lot shall meet the requirements of the Design Guidelines and the Applicable Zoning and any District Requirements, and shall be subject to the explicit, itemized approval of the Architectural Control Committee in accordance with this Declaration. Without limiting the foregoing, the following shall apply:

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(a) Height. No Dwelling or other building on any Lot shall have a height in excess of the lesser of (i) thirty-five feet (35') for all Dwellings (measured in feet from the existing grade to the midpoint of a gabled roof line or the top of the parapet or mansard roof), or (ii) the maximum height allowed by the Applicable Zoning. No Dwelling or other building on any Lot shall exceed the maximum height permitted by the Applicable Zoning.

(b) Floor Area. Each Dwelling constructed on any 40' Lot shall contain a minimum of 1,500 square feet, exclusive of garages, breezeways and porches. Each Dwelling constructed on any 50' Lot shall contain a minimum of 1,800 square feet, exclusive of garages, breezeways and porches. Each Dwelling constructed on any 60' Lot shall contain a minimum of 1,800 square feet of floor area, exclusive of garages, breezeways and porches.

(c) Pattern Book. All Dwellings and other improvements constructed within the Property shall be designed and constructed in substantial conformity with the architectural styles and materials set forth in the pattern book providing for "Texas Tudor" adopted pursuant to the Applicable Zoning, or such higher/more restrictive standards that may apply hereunder or otherwise under the Applicable Zoning.

(d) Materials. The front exterior facades of all Dwellings shall be one hundred percent (100%) masonry (brick or stone), other than gables, trim and brick over wood. Exterior facades of all Dwellings shall be overall at least eighty percent (80%) masonry, stone or other primary building material authorized under the Applicable Zoning, with no more than twenty percent (20%) of the façade being stucco, plaster, hardi-plank or equivalent or better siding. No more than ten percent (10%) of any façade of a Dwelling may be comprised of accent building materials specifically permitted under the Applicable Zoning. Calculation of the percentage of permitted materials shall not include the area of the façade containing doors (including garage doors) and window or exterior wall areas built on top of a roof (i.e. dormers).

(e) Roofs. Roof materials must be in conformance with restrictions and requirements under the Applicable Zoning. Roof pitch must be a minimum of 8:12 from the front elevation and otherwise 6:12 minimum pitch, and otherwise in conformance with restrictions and requirements under the Applicable Zoning.

(f) Applicable Zoning and District Requirements. All Dwellings must in any event comply with all applicable terms, requirements and/or restrictions set forth in the Applicable Zoning and District Requirements.

(g) Repetition Restrictions. Floor plans and front elevations/facades of the same primary building material color for any Detached Dwelling must be separated from one another by no fewer than three Lots for the same floor plans and no fewer than four (4) Lots for the same front elevation/façade. No combination of the same masonry color, mortar color or sand color shall be repeated for any Detached Dwelling located on adjacent Lots. Each Detached Dwelling shall incorporate the following architectural elements into front elevations with a choice of at least two (2) different elements occurring no more often than every fourth Lot: balcony, front porch (may occur more often than every 4th Lot),

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chimney, patio courtyard, masonry/stone/cast stone accents, double entry doors, covered entry, dormers, cedar shutters, natural stone (30% front façade), 10:12 or greater roof pitch (may occur every 4th Lot), gables with architectural feature, arch top windows, circle top windows, or stained wood columns.

3.9 Garages. Each Attached and Detached Dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. Garage doors shall be closed at all times when not in use. All garage doors must be of cedar, design and color per the Applicable Zoning and as approved by the Architectural Control Committee. Porte cocheres must be approved by the Architectural Control Committee. No carport shall be built, placed, constructed or reconstructed on any Lot. As used herein, the term "carport" shall not be deemed to include a porte cochere. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purposes inconsistent with the garaging of automobiles.

3.10 Antennae and Satellite Dishes. No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time or satellite dishes or devices under twenty inches (20") in diameter as long as they comply with the installation and other requirements set forth below. The Architectural Control Committee shall be empowered to adopt rules governing the types of antennae, satellite dishes and similar devices that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location, installation, removal and maintenance of antennae. An antenna, dish or similar device permissible pursuant to rules of the Architectural Control Committee may only be installed within the area on each Lot that is not visible from the street, the adjoining Lots or the Common Area and that is integrated with the Dwelling and surrounding landscape. Antennae, dishes and similar devices must be installed in compliance with all state and local laws and regulations, including zoning, land-use, and building regulations.

3.11 Fences. No fence, wall or hedge shall be erected, placed or altered on any Lot without the approval of the Architectural Control Committee and the design of and materials used in the construction of fences and walls shall comply with the minimum fencing requirements listed in the Design Guidelines, the Applicable Zoning and any District Requirements, and have the explicit, itemized approval of the Architectural Control Committee. No fence, wall or hedge shall exceed six (6) feet in height, as measured from the final grade of the Lot the fence, wall of hedge sits on; provided, however, Builders may construct fences or walls on a Lot up to eight feet (8') in height in connection with the construction of the initial Dwelling on such Lot. All wood and ornamental metal fencing in the Subdivision shall be a uniform six (6) feet in height, as measured from the final grade of the Lot the fence sits on. The foregoing height limitations shall not apply to fences, walls and hedges constructed by Declarant or any Builder along the perimeter of the Land or along any roadways. All wood fencing shall be constructed of cedar with steel posts. Posts must not be visible on any fence facing the street. Fences facing the street shall be board-on-board with a top cap, and any interior or rear yard fences not facing a street may be standard design. No top cap or trim for side and rear yard fences not visible from the street are required. All wood fence

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pickets shall be at least 5/8" thick and maintain at least one inch (1") gap between the ground and wood to prevent rotting or decay. Vertical posts spacing should be no more than eight feet (8') on center or less and set in concrete post footings of a minimum of 24" deep for six foot (6') high fences. All service and sanitation facilities, wood piles, trash bins, and air conditioning equipment must be enclosed within fences, walls or landscaping so as not to be visible from the immediate residential street, adjoining Lots or the Common Area.

3.12 Retaining Walls. The design and materials for all retaining walls shall be limited to those designs and materials in the Design Guidelines and must have the explicit, itemized approval of the Architectural Control Committee for each particular retaining wall.

3.13 Landscaping. Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations, changes or additions thereto, shall be subject to the approval of the Architectural Control Committee and shall comply with the requirements listed in the Design Guidelines. Lots shall further be landscaped and maintained as necessary to comply with the landscaping requirements of the Applicable Zoning and any District Requirements. Subject to weather delay, each Lot shall be fully landscaped within sixty (60) days from the date on which the residence thereon is "complete", as such term is defined in Section 3.23.

3.14 Trash Receptacles and Collection. Each Lot Owner shall make or cause to be made appropriate arrangements with the City for collection and removal of garbage and trash on a regular basis. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the City and/or the Association in connection with the storage and removal of trash and garbage. All trash, garbage, or waste matter shall be kept in tightly sealed bags or other approved containers that shall be maintained in a clean and sanitary condition. An Owner may place trash on the street curb or access easement only on those days designated by the City as trash collection days. On all other days, an Owner must keep all trash, garbage and other waste material hidden from public view behind a "pony wall" or other screening improvements approved by the Architectural Control Committee. The Builder of the initial Dwelling on any Lot shall construct a "pony wall" or other approved ACC screening for storage of trash receptacles as part of the initial improvements constructed on a Lot. No Lot shall be used for open storage of any materials whatsoever, except that building materials to be used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon through completion of construction. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

3.15 Mailboxes. Unless otherwise permitted by the United States Postal Service, mailboxes for all Lots shall be cluster mailboxes. All mailboxes (including cluster mailboxes) shall be of a design approved during Site Plan approval or in writing by the Architectural Control Committee prior to installation and shall conform to any applicable requirements of the City, the United States Postal Service or other applicable governmental authority.

In the event that any cluster mailbox installed in the Subdivision requires maintenance, replacement or repairs, such maintenance, replacement and/or repairs shall be performed by the Association and the costs and expenses incurred by the Association in connection therewith shall

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be charged on a pro rata basis (based on the total number of mailbox units within such cluster mailbox) as a special individual assessment to the Owners with mailbox units within the cluster mailbox that has been maintained, repaired and/or replaced. Such special individual assessment charged under this Section 3.15 shall be due and payable within thirty (30) days after invoicing therefor.

3.16 Parking. On-street parking is restricted to approved deliveries, pick-up or short-term visitors and shall be subject to such reasonable rules and regulations as shall be adopted by the Board of Directors. There shall be no cars parked in a manner that blocks access to any alley or sidewalk. Each Owner shall additionally comply with any parking requirements contained in the Applicable Zoning and any District Requirements.

3.17 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot except (i) children's playhouses, children's playsets, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a Lot subject to approval by the Association and provided no part of any such structure is visible from any front or side street, adjoining Lots or the Common Area with the exception of children's playsets which may extend a maximum of two (2) feet above the fence line. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot. Any truck, bus, boat, boat trailer, trailer, mobile home, campmobile, camper or any other vehicle other than conventional automobile shall, if brought within the Property, be stored, placed or parked within the garage of the appropriate Owner and concealed from view. However, Declarant reserves the exclusive right to erect, place and maintain, and may in its sole discretion, permit Builders to erect, place and maintain, such construction, sale and presale facilities and construction trailers upon the Property as may be necessary or convenient in connection with construction, development and sale activities. Such facilities may include, without limitation, temporary construction or sales offices, storage areas and portable toilet facilities. Declarant and Builders shall also have the temporary right to use a residence situated on a Lot as an office or model home in connection with construction and sales operations on the Property

3.18 Signs. No signs or flags shall be displayed to the public view on any Lot without the explicit, itemized approval of the Architectural Control Committee, with the following exceptions:

(a) Declarant and Builders may erect and maintain a sign or signs for the construction, development, operation, promotion and sale of the Lots;

(b) Each Owner may post one (1) professional, ground-mounted security sign of not more than one (1) square foot in size.

(c) Each Owner may display up to two (2) flags not exceeding 4' x 6' in size on or at a Dwelling, which flags may include the United States flag(s), Texas state flag(s) or other state flag(s), seasonal flags (displayed no more than three [3] months during the then applicable season), flags in support of college or other athletic teams, or any other banners or flags otherwise consistent with the covenants, conditions and restrictions contained in this Declaration;

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(d) One (1) sign for each candidate and/or ballot item on advertising such political candidate(s) or ballot item(s) for an election shall be permitted in accordance with Section 259.002 of the Texas Election Code, provided that:

(i) such signs may not be displayed (A) prior to the date which is ninety (90) days before the date of the election to which the sign relates, and (B) after the date which is ten (10) days after that election date;

(ii) such signs must be ground-mounted; and

(iii) such signs shall in no event (A) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component, (B) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object, (C) include the painting of architectural surfaces, (D) threaten the public health or safety, (E) be larger than four feet (4') by six feet (6'), (F) violate a law, (G) contain language, graphics, or any display that would be offensive to the ordinary person, as determined by the Association in its sole discretion, or (H) be accompanied by music or other sounds or by streamers or is otherwise distracting to motorists; and

(e) An Owner may erect a sign, which complies with standards established from time to time by the Architectural Control Committee, in order to advertise its Lot for sale.

Any signage must further comply with applicable provisions of the Applicable Zoning and any District Requirements.

3.19 Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Owners. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs (other than pit bull dogs or pit terriers), cats or other household pets (not exceeding three (3) adult animals at any time) may be kept, provided that they are not kept, bred or maintained for commercial purposes.

3.20 Drilling and Mining Operations. No oil drilling, water drilling or exploration or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot.

3.21 Duty of Construction. All construction on any Lot shall be completed no later than one (1) year following the commencement of construction. For the purposes of this Section, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set. For purposes of this Section, construction shall be deemed completed when: all plumbing fixtures are installed and operational; all cabinet work is completed and installed; all interior walls, ceilings, and doors are completed and installed, floors have been completed (with

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hardwood, carpet, tile or other similar floor covering installed); and the appropriate final finish has been applied to all surfaces within the structure, such as paint, wallpaper, paneling, stain or the like.

3.22 Express Plat Requirements. Owners are deemed to be aware of all provisions of the Plat.

3.23 Development Activity. Notwithstanding any other provision hereof, Declarant and any Builder of any initial Dwellings and their respective successors and assigns shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property, the initial construction of the Common Improvements, and the initial construction and sale of Dwellings thereon. A Builder of any initial Dwellings shall have the right to leave any gates located on the Property open during any times that construction activities are permitted, without liability to any person.

3.24 Sports Equipment; Basketball Goals. All sports or play items as well as barbeque grills or other items or structures must be stored out of view at all times when not in use. No basketball goals may be used without the express written permission of the Architectural Control Committee. No basketball goal may be mounted to the exterior of the Residence or placed as a permanent structure without the express written consent of the Architectural Control Committee. Basketball goals, if approved by written permission of the Architectural Control Committee, must be removed when not in use and may be stored by laying on its side in the fenced-in side (for interior Lots only) or rear fenced yard or garage of the Dwelling of the Lot.

3.25 Gifts to the Street. Each Builder constructing a Dwelling on a Lot shall incorporate at least three (3) "gifts to the street" in its elevation and home plan design. "Gifts to the street" shall include, without limitation, any of the following:

(a) Front porches;
(b) Front stoops;
(c) Architectural features and accents on the front façade as further described in Section 14.04.107(b) of the City of Celina Zoning Ordinance;
(d) Front gardens;
(e) Elevated front yards; and/or
(f) Front yard fences.

3.26 Restriction on Amendment. The terms set forth in this Article III (including, without limitation this Section 3.26) may not be modified or amended without the prior written consent and approval of the Master Declarant for as long as the Master Declarant has power and authority to appoint members of the Master Board, and thereafter by the Master Board.

ARTICLE IV

PROPERTY RIGHTS IN COMMON PROPERTIES

4.1 Title to the Common Properties. The Declarant shall dedicate and convey the fee simple title to the Common Properties to the Association prior to or upon completion of Declarant's initial construction of the Common Improvements.

4.2 Owner's Easement of Enjoyment. Subject to the provisions of Section 4.3, every Owner and every tenant of every Owner, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a non-exclusive right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot; provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

4.3 Extent of Owners' Rights and Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to adopt, amend, enforce and revoke rules and regulations governing the use, operation and maintenance of the Common Properties, including, without limitation, the authority to charge reasonable fees and the authority to assess fines against Owners violating such rules and regulations. The Association is further authorized and empowered to prohibit the use, or to limit the manner and extent of use, of the Common Properties by Owners owing unpaid fines, fees or assessments or violating rules and regulations of the Association.

(b) The right of the Association, by and through the Board, to enter into and execute contracts with a Managing Agent or any third parties (including the Declarant, any Builder of the initial Dwelling on any Lot, or an affiliate of either of them) for the purpose of providing management, maintenance or other materials or services consistent with the purposes of the Association;

(c) The right of the Association, subject to approval by written consent by the Member(s) having a majority of the outstanding votes of the Association, in the aggregate, regardless of class, to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility company for such purposes and upon such conditions as may be approved by such Members; and

(d) The right of the public to the use and enjoyment of public rights-of-way, if any, located within the Common Properties.

4.4 Restricted Actions by Owners. No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance (including without limitation the Planning Development Ordinance), which would result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Properties.

4.5 Damage to the Common Properties. Each Owner shall be liable to the Association for all damage, other than ordinary wear and tear, to the Common Properties caused by the Owner

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or such Owner's family, pets, tenants or other occupants of such Owner's Lot or by any guest or invitee of any of the foregoing. The Common Properties may be subject to storm water overflow, natural bank erosion and other natural or man-made events or occurrences which cannot be defined or controlled. Under no circumstances shall Declarant or the Association ever be liable, and each person hereafter becoming an Owner hereby waives any right to recovery from Declarant or the Association, for any damages or injuries of any kind or character or nature whatsoever resulting from: (i) the occurrence of any natural phenomena; (ii) the failure or defect of any structure or structures situated on or within the Common Properties, including failures or defects occurring through the negligence of contractors employed by Declarant or the Association; or (iii) any negligent or willful act, conduct, omission or behavior of any individual, group of individuals, entity or enterprise occurring on, within or related to the Common Properties.

4.6 Risk. **Each Owner, Owners' immediate family, guests, agents, permittees, licensees and residents shall use all Common Properties at his/her own risk. All Common Properties are unattended and unsupervised. Each Owner, Owners' immediate family, guests, agents, permittees, licensees and residents is solely responsible for his/her own safety. The Association, Declarant and managing agent each disclaims any and all liability or responsibility for injury or death occurring from use of the Common Properties. Each Owner shall be individually responsible and assume all risk of loss associated or in connection with its use of the Common Properties and related amenities and improvements within the Subdivision, and use by its family members and guests.** Neither the Association nor the Declarant, nor any managing agent engaged by the Association or Declarant, shall have any liability to any Owner or their family members or guests, or to any other Person, arising out of or in connection with the use, in any manner whatsoever, of the Common Properties, or any improvements comprising a part thereof from time to time.

ARTICLE V

HOMEOWNERS ASSOCIATION

5.1 Purposes. The Association shall have the duty and responsibility to administer and maintain the Common Properties, to maintain all commonly-owned road medians located within the Property, to discharge any maintenance obligations imposed upon it by the Plat, to discharge the additional maintenance obligations with respect to Lots and Dwellings imposed upon it by this Declaration, to procure insurance, to establish and collect assessments and to disburse collected funds as so permitted, to enforce this Declaration, and to perform any other functions imposed upon the Association by this Declaration.

5.2 Membership. Every Owner shall automatically be a Member of the Association.

5.3 Classes of Membership. The Association shall have three (3) classes of membership:

(a) Class A. Class A Members shall be all Owners who are not Class B Members or Class C Members. Class A Members shall be entitled to one vote for each Lot in

which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Class A Members; however, the vote for such Lot shall be exercised as the Owners of such Lot jointly determine, among themselves, and such vote shall not be counted if the Owners of such Lot cannot unanimously agree on such vote.

(b) Class B. Class B Members shall be any Owner (other than Declarant) of a Lot who acquired the Lot for the purpose of the initial construction of a Dwelling on the Lot for sale to consumers. Each Class B Member shall be entitled to three (3) votes for each Lot owned by it.

(c) Class C. The sole Class C Member shall be Declarant. The Declarant shall be entitled to ten (10) votes for each Lot owned by it. In determining the number of Lots owned by the Declarant for the purpose of Class C membership status hereunder, the total number of Lots covered by this Declaration, including all Lots annexed thereto in accordance with Section 2.2 herein shall be considered, subject to the terms of Section 13.3 hereof.

(d) The Class A Members and Class B Members that are also members of a Sub-Sub-Association shall appoint one representative to exercise their votes as a Member of the Association (the "**Sub-Sub-Association Representative**") in accordance with the terms of the Sub-Sub-Declaration applicable to such Lot(s); provided, however, if such members of a Sub-Sub-Association fail to appoint a Sub-Sub-Association Representative, the President of the Sub-Sub-Association shall serve as the Sub-Sub-Association Representative for such Members that are also members of such Sub-Sub-Association.

(e) Subject to the conditions set in this Declaration, the Class B membership and Class C membership shall be converted to Class A membership upon the earlier of (i) the total votes outstanding in the Class A membership equaling or exceeding the total votes outstanding in the Class B membership and Class C membership, in the aggregate, (ii) fifteen (15) years from recordation of this Declaration, or (iii) the recording in the Official Public Records of Collin County, Texas, of a notice signed by the Declarant terminating Class B and Class C membership.

5.4 Administration and Maintenance of the Common Properties; Other Maintenance Obligations. The Association shall take the actions required to care for and preserve the Common Properties. The Board of Directors shall be empowered to establish, amend and repeal rules for the use of the Common Properties. The Association shall further be obligated to perform the maintenance obligations on individual Lots required to be performed by the Association pursuant to this Declaration. The Association shall have no liability or obligation with respect to the maintenance, operation, repair and/or use of any PID Improvements to be maintained by the City or any Master Common Areas (which include certain public parks and/or open space) to be maintained by the Master Association pursuant to the Master Declaration, the Master Association Documents or the Applicable Zoning, District Requirements or other City requirements.

5.5 Assessments, Borrowing, Reserve Funds. The Board of Directors shall administer the assessment process described in Article VI hereof. The Board of Directors shall have the authority on behalf of the Association to borrow funds on a secured or unsecured basis without the approval of Declarant or the Members so long as the aggregate outstanding indebtedness with

respect to such borrowing(s) does not exceed $200,000.00 at any one time. Any borrowing in excess of such limitation may be made only with the prior approval of Declarant if during the Development Period, or if not during the Development Period then only with the prior approval of Members holding at least a majority of the votes of all Members. If any such borrowing is secured, the security may consist of the assignment of current or future assessments or the pledge of rights against delinquent Owners, provided, however, that the Association shall not have the power to mortgage the Common Properties. The Board of Directors shall have the authority to establish reserve funds in accordance with other provisions of this Declaration or for any other lawful purpose. Reserve funds shall be accounted for separately from other funds.

5.6 Disbursement of Association Funds. The Board of Directors shall have the exclusive right to authorize the Association to contract for all goods, services, and insurance and to hold and disburse Association funds in payment therefore.

5.7 Managing Agent. The Association, through its Board of Directors, shall contract with a Managing Agent to administer the duties and obligations of the Association hereunder or under the other Governing Documents. During the Development Period, neither the Association nor any Members may terminate any management contract entered into with a Managing Agent without the prior written consent and approval of Declarant, which approval may be withheld in Declarant's sole and absolute discretion. The provisions of this Section 5 may not be modified or amended without the written consent of all Owners and, during the Development Period, the Declarant.

5.8 Declaration Enforcement. If, as and when the Board of Directors, in its sole discretion, deems necessary, it may cause the Association to take action to enforce the provisions of this Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation thereof.

5.9 Liability Limitations. Neither any Member nor the Board of Directors (or any member thereof) nor any officer of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for the negligence, willful misconduct or other tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither the Declarant nor the Association nor their respective directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. Each Owner further acknowledges that neither Declarant, nor any Builder, nor the Association, nor their respective members, partners, managers, directors, officers, agents or employees will have any responsibility or liability for the safety or security of any person or property with respect to any acts or omissions of any third parties, including criminal acts.

ARTICLE VI

ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by

acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments, special assessments, and other charges to be established and collected as provided herein. The obligation of each Owner(s) of a Lot to pay such assessments and charges, together with interest thereon (if any) for past due payments at a rate or rates of interest determined and established from time to time by the Association (which rate or rates shall in no event exceed the maximum lawful rate of interest permitted under Texas law from time to time prevailing), late charges (in an amount or amounts determined and established from time to time by the Association), and costs incurred by the Association in connection with the collection of any of the foregoing assessments, charges, and other sums, or in connection with the enforcement of this provision, including without limitation reasonable attorneys' fees incurred by the Association in connection therewith, shall be a continuing charge and lien upon each such Lot as a covenant running with the land, and any such assessments, interest, costs and other charges assessed or charged and remaining unpaid with respect to any Lot shall constitute a lien and encumbrance on such Lot until the same is paid in full. Declarant hereby reserves such a lien upon each Lot in the name of and for the benefit of the Association. Such lien shall constitute a contractual lien, and a power of sale is hereby granted with respect to such lien for the benefit of the Association as hereinafter set forth. Each such assessment or other charge, together with interest, late charges, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time the assessment or other charge comes due (the "**Personally Obligated Owner**"); but personal liability for payment of delinquent assessments or other charges shall not pass to successors in title to the Personally Obligated Owner unless expressly assumed by them.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property and in particular for:

(a) the improvement and maintenance of the Common Properties within the Property or any other maintenance necessary or desirable for the use and enjoyment of the Common Properties. Notwithstanding the foregoing, no maintenance performed by an Owner shall reduce the assessment payable by him or her to the Association;

(b) the maintenance, repair and reconstruction, when needed as determined by the Association, of private water and/or sewer lines (and any meters or lift stations associated therewith) serving any part of the Common Properties, and driveways, walks, and parking areas situated in the Common Area;

(c) the payment of taxes and public assessments assessed against the Common Properties;

(d) the procurement and maintenance of insurance in accordance with this Declaration;

(e) the employment of attorneys to represent the Association, when necessary or desirable;

(f) the provision of adequate reserves for the restoration or replacement of capital improvements; including, without limiting the generality of the foregoing, roofs, paving, foundations and any other major expense for which the Association is responsible; and

(g) such other needs as may arise in the performance of the Association's obligations under this Declaration.

The assessments the Association is authorized to levy under this Section 6.2 and under other applicable provisions of this Declaration shall include, but shall not be limited to, the costs and expenses incurred or to be incurred by the Association in managing, administering, paying for, performing or contracting for the performance of any of the items listed in subparagraphs (a) through (g) above.

6.3 Reserves. The Association may establish and maintain an adequate reserve fund for the periodic maintenance, repair, restoration and/or replacement of (a) improvements in the Common Areas, and (b) 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.

6.4 Regular Assessments.

(a) The Board of Directors shall cause to be prepared an estimated annual budget for each fiscal year of the Association, taking into account all anticipated common expenses, the amount that should be set aside for unforeseen contingencies, the amount that should be set aside for capital improvements, the anticipated income, if any, of the Association from sources other than assessments, and the existence of any surplus or deficit remaining from the preceding year's budget. Included in the proposed budget shall be the proposed regular annual assessment for such fiscal year for each Lot based on the common expenses of the Association, which shall be assessed and charged against each Lot in each Phase (the "**Regular Assessment**"). The proposed annual budget and the proposed regular annual assessment against each Lot for each fiscal year shall be approved and adopted by the Board of Directors. A copy of the proposed budget, including the proposed regular annual assessment against each Lot, shall be furnished to each Owner at least thirty (30) days prior to the earlier to occur of (i) the day that the Board of Directors adopts the budget and the regular annual assessment against each Lot, or (ii) the beginning of each fiscal year of the Association. Copies of the proposed budget shall also be available to all Members for inspection during regular business hours at the Association's office during the same periods.

(b) Commencing on the earlier of January 1, 2023 or the date on which the first certificate of occupancy is issued for a Dwelling constructed on a Detached Dwelling Lot (the "**Assessment Commencement Date**"), the initial Regular Assessment in the amount of **Nine Hundred and No/100 Dollars ($900.00)** shall be levied on each Detached Dwelling Lot. The initial Regular Assessment stated herein includes the Master Assessment levied under the terms of the Master Declaration. During the period ending three years after the Assessment Commencement Date, the Declarant may adjust the Regular Assessments for any and all Lots within the Project based on the adopted budget and/or common expenses (anticipated or actual) for the calendar year

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in which the Regular Assessments shall be levied, **as determined by Declarant in its sole discretion**. From and after the expiration of such three year period, the Regular Assessment (excluding any portions thereof levied to fund Master Assessments levied by the Master Association) 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 Regular Assessment (excluding any portions thereof levied to fund Master Assessments levied by the Master Association) against the Owners in any fiscal year exceeding one hundred fifty percent (150%) of the Regular Assessment (excluding any portions thereof levied to fund Master Assessments levied by the Master Association) 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 one hundred percent (100%) of the regular annual assessment for a Lot owned by a Class A Member whether or not 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.

(c) Regular annual assessments shall be paid ratably on such monthly, quarterly or other basis as shall be established from time to time by the Board of Directors. The due dates shall be established by the Board of Directors. Once the regular annual assessment for a fiscal year has been established by the Board of Directors, written notice of the monthly or other periodic payment amount with respect to such assessment shall be sent to every Owner subject thereto by the Association. The Association shall, within ten (10) business days after a request therefor and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid.

(d) Notwithstanding anything in this Section 6.4 to the contrary, if any amount is assessed against a Lot in accordance with Section 7.2(b) as a result of damage that was caused to said Lot, or to some other part of the Property by the willful or negligent act(s) of the Owner of the assessed Lot, such amount shall not be considered or counted in determining whether a regular assessment has been made against such assessed Lot under paragraphs (a) or (b) of this Section.

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(e) The Association may, and probably will, serve as a conduit for payment of the Owners' Master Assessments to the Master Association, which include, without limitation, a Community Enhancement Fee (as defined in the Master Declaration). At its sole discretion, the Board may include the Owners' collective obligation for Master Assessments to the Master Association in the Association's annual operating budget to be paid by Regular Assessment, or as a separate dedicated assessment. If the Association levies a Master Assessment, the Association must disclose the Master Assessment in Resale Certificates prepared by the Association. If the Association collects money from the Owners for the Master Association, the Association is not required to make payment to the Master Association for the account of an Owner who is delinquent in payment of Assessments to the Association. Money received by the Association from such Owner will be applied first to cure the Owner's account with the Association. Any surplus may be paid to the Master Association for the Owner's account. Effective as of the filing date of this Declaration, Master Assessments include the regular assessments under the Master Declaration equal to **Nine Hundred and No/100 Dollars ($900.00)** per Lot per year, plus the Community Enhancement Fee equal to one-tenth of one percent (0.1%) of the Transfer Price (as defined in the Master Declaration), subject to modification in accordance with the terms of the Master Declaration. If and to the extent not levied as part of the Regular Assessment, the Regular Assessment due under this Declaration shall be in addition to the Master Assessments or other fees and charges levied by the Master Association under the Master Declaration, to the extent not levied as part of the Regular Assessment.

6.5 Special Assessments. In addition to the regular annual assessments authorized above and any other special assessments authorized by other provisions of this Declaration, the Association may levy in any assessment year a special assessment to Class A Members applicable to that year only for the purpose of supplying adequate reserve funds for the restoration and/or replacement of capital improvements or for defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or the structural portions of any Dwelling(s) located on a Lot(s), provided that any such assessment in excess of an amount equal to fifty percent (50%) of the then current Regular Assessment assessed annually shall require the assent of (i) Declarant, if during the Development Period, or (ii) a majority of the votes of the Members who are present in person or by proxy at a meeting duly called for this purpose, if after the Development Period.

6.6 Notice and Quorum for Certain Actions Authorized Under Sections 6.4 or 6.5. Written notice of any meeting of Members called for the purpose of taking any action authorized under Sections 6.4 or 6.5 shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At a meeting called for the purpose of considering a special assessment under Section 6.5, the presence of Members or of proxies entitled to cast thirty percent (30%) of all the votes of all Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifteen percent (15%) of all the votes of all Members. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.7 No Offsets; Uniform Rate of Assessment. All assessments shall be payable in the amount specified by the Association, and, except as may otherwise be expressly provided herein, no offsets against such amount shall be permitted for any reason. Both annual and special

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assessments shall, except as otherwise specifically provided herein, be fixed at a uniform rate for all Lots.

6.8 Reservation, Subordination, and Enforcement of Assessment Lien. Declarant hereby reserves for the benefit of itself and the Association, a continuing contractual lien (the "**Assessment Lien**") against each Lot located on the Property to secure payment of (1) the assessments imposed hereunder, and (2) payment of any amounts expended by such Declarant or the Association in performing a defaulting Owner's obligations as provided for hereunder, including, without limitation as provided for in Section 7.2 hereof. THE OBLIGATION TO PAY ASSESSMENTS IN THE MANNER PROVIDED FOR IN THIS ARTICLE, TOGETHER WITH INTEREST FROM SUCH DUE DATE AT THE DEFAULT INTEREST RATE SET FORTH IN SECTION 6.9 HEREOF, THE CHARGES AND FEES MADE AS AUTHORIZED IN SECTION 6.9 HEREOF, ALL VIOLATION FINES AND THE COSTS OF COLLECTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, IS SECURED BY A CONTINUING CONTRACTUAL ASSESSMENT LIEN AND CHARGE ON THE LOT COVERED BY SUCH ASSESSMENT, WHICH SHALL BIND SUCH LOT AND THE OWNERS THEREOF AND THEIR HEIRS, SUCCESSORS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNEES. The continuing contractual Assessment Lien shall attach to the Property and Lots developed or to be developed therein as of the date of the recording of this Declaration in the Official Public Records of Collin County, Texas, and such Assessment Lien shall be superior to all other liens except as otherwise provided in this Section 6.8. Each Owner, by accepting conveyance of a Lot, shall be deemed to have agreed to pay the assessments herein provided for and to the reservation of the Assessment Lien. The Assessment Lien shall be subordinate only to the liens of any valid first lien mortgage or deed of trust encumbering a particular Lot and the Assessment Lien established by the terms of the Master Declaration. Sale or transfer of any Lot shall not affect the Assessment Lien. However, the sale or transfer of any Lot pursuant to a first mortgage or deed of trust foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall only extinguish the Assessment Lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability and the Assessment Lien for any assessments thereafter becoming due. The Assessment Lien may be non-judicially foreclosed by power of sale in accordance with the provisions of Section 51.002 of the Texas Property Code (or any successor provision) or may be enforced judicially. Each Owner, by accepting conveyance of a Lot, expressly grants the Association a power of sale in connection with the foreclosure of the Assessment Lien. The Board is empowered to appoint a trustee, who may be a member of the Board, to exercise the powers of the Association to non-judicially foreclose the Assessments Lien in the manner provided for in Section 51.002 of the Texas Property Code (or any successor statute). The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The rights and remedies set forth in this Section 6.8 are subject to the Texas Residential Property Owners Protection Act, as amended from time to time (Texas Property Code, Section 209.001 *et seq.*).

6.9 Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid within thirty (30) days from the due date thereof, in addition to any interest which may accrue thereon as may be determined by the Board of Directors of the Association at any time and from time to time, a late charge shall be assessed against the non-paying Owner for each month

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that any assessment remains unpaid as more specifically provided herein, and if placed in the hands of an attorney for collection or if collected through probate or other judicial proceedings, there shall be reimbursed to the Association its reasonable attorneys' fees. Should any assessment provided for herein be payable in installments, the Association may accelerate the entire assessment and demand immediate payment thereof. A late charge shall be assessed against the non-paying Owner for each month that any assessment remains unpaid. The late charge shall be in the amount of **Twenty-Five and No/100 Dollars ($25.00)** per month and shall serve to reimburse the Association for administrative expenses and time involved in collecting and processing delinquent assessments. An additional fee of **Twenty-Five and No/100 Dollars ($25.00)** shall be assessed to an owner's account for every check returned for non-sufficient funds. The Association's Managing Agent shall be entitled to charge an Owner a monthly collection fee of **Fifteen and No/100 Dollars ($15.00)** to compensate Managing Agent for its efforts in collecting delinquent assessments. The Association, in the Board's discretion, shall have the right to waive any part of or all of such fees and/or interest. The Association may bring an action at law against the Personally Obligated Owner or foreclose the lien against the Lot(s) subject to the unpaid assessments, interest or other charges, and in either event, the Association shall be entitled to recover the unpaid assessment, interest or other charges, the late charge specified above, and any expenses and reasonable attorney's fees incurred by the Association in prosecuting such foreclosure and/or such collection. Each Owner of any Lot by acceptance of a deed therefore hereby grants to the Association a power of sale with respect to such Owner's Lot in connection with the enforcement of the lien established by this Article VI, together with the right to appoint and remove a trustee and any number of substitute trustees and to cause the trustee or substitute trustee to foreclose the Association's lien against such Lot pursuant to a non-judicial foreclosure sale conducted in accordance with the provisions of Section 51.002 of the Texas Property Code, as from time to time amended, or its successor provision. However, nothing herein shall prevent the Association from seeking a judicial foreclosure of such lien or any other right or remedy available to the Association with respect to any amounts owed hereunder. No Owner may waive or otherwise escape liability for any assessment provided for herein by non-use of the Common Properties or abandonment of his Lot.

6.10 Suspension of Right to Use Common Properties. In addition to the other powers herein granted, the Board may suspend the right of an Owner to use any of the Common Properties during the time that such Owner is delinquent in paying any Assessment.

6.11 Working Capital Fund. Every time a Lot is sold to a purchaser who, as a result of such sale, will become a Class A Member an additional assessment in an amount equal to the then current regular annual assessment for such Lot (the "**Capitalization Fee**") shall be collected from the purchaser of such Lot and transferred to the Association to be held as a working capital fund, at the Association's sole discretion. The purpose of said fund is to ensure that the Association will have adequate cash available to meet expenses contemplated herein, as well as unforeseen expenses, and to acquire additional equipment or services deemed necessary or desirable. Amounts so paid into the working capital fund shall not be considered an advance payment of regular assessments.

6.12 Transfer Fees and Fees for Issuance of Resale Certificates. 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 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 the greater of (i) two-thirds (2/3rds) of the current annual rate of Regular Assessment applicable at the time of the transfer/sale, or (ii) **Three Hundred Seventy-Five and No/100 Dollars ($375.00)** for the initial Resale Certificate, and **Seventy-Five and No/100 Dollars ($75.00)** for any update of a Resale Certificate, for each home being conveyed and are not refundable and may not be regarded as a prepayment of or credit against regular or special assessments, and are in addition to the Capitalization Fee in Section 6.11 above. This Section does not obligate the Board or any third party to levy such fees.

6.13 Evidence of Lien. To evidence the Association's lien for unpaid assessments provided for in this Article VI, the Association may prepare a written notice of the lien setting forth the amount of the unpaid indebtedness, the name of the Owner(s) of the Lot covered by such lien, and a legal description of the Lot covered by such lien. Such notice shall be executed by an officer of the Association and shall be recorded in the real property records of the county in which such Lot is located. Notwithstanding the foregoing, any failure by the Association to record a notice as provided herein with respect to any Lot shall not prevent or otherwise affect the Association's right or ability to seek collection of the assessment from the Personally Obligated Owner or to enforce the lien against the Lot.

6.14 Class C Assessments. The sole liability of the Class C Member for Assessments under this Declaration shall be as provided in this Section. So long as there is a Class C Membership in the Association, the Declarant shall, on an annual basis, elect either to pay Assessments as and when due on its unsold Lots or pay the difference between: (a) the Association's operating expenses otherwise to be funded by Assessments collected in any given calendar year (after applying all income received by the Association from other sources); and (b) the sum of the revenues of the Association from all sources. Upon ninety (90) days written notice to the Association, the Declarant may change its election hereunder during the fiscal year. "All sources" includes, but is not limited to, revenues from operation of Common Properties, capital contributions, accounting service fees; property management fees, guest fees, user fees, and the Assessments levied against Owners of Lots, other than Declarant. Such difference, herein called the "deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments, and Declarant shall not be responsible, in any event, for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. Any sums paid by the Declarant to the Association to fund the "deficiency" or any sums paid by the Declarant to the Association in excess of the annual assessment otherwise due on the Declarant's unsold Lots may be considered by the Declarant to be the payment of a subsidy to the Association pursuant to Section 6.15 of this Article. After the termination of Class C membership, Declarant shall pay assessments on its unsold Lots in the same manner as any other Owner.

6.15 Advances by Declarant or Class B Member during Development Period. In order to maintain the Common Properties and sustain the services contemplated by Declarant during the

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Development Period, Declarant or any Class B Member may, in its sole discretion, provide amounts in excess of the funds raised by the regular assessments in order to maintain the Common Properties within reasonable standards.

6.16 NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY. (a) By the deed or other document conveying any portion of the Property subject to this Declaration, upon taking title to any portion of the Property, each Owner is obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district (the "**PID**") under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code. The assessment may be due annually or in periodic installments and shall be in addition to the Assessments levied hereunder by the Association or any assessments or charges levied by the Master Association under the Master Declaration. More information concerning the amount of the assessment and the due dates of that assessment with respect to the PID may be obtained from the City or county levying the assessment. The amount of the assessments levied against Property within the PID is subject to change. An Owner's failure to pay the PID assessments could result in a lien on and the foreclosure of Property owned by it, which lien shall be in addition to the Assessment Lien hereunder.

(b) The following is the current form of statutory notification required by Texas Property Code Section 5.014 to be delivered by the seller of residential property that is located in a public improvement district established under Chapter 372, Local Government Code, to the purchaser of such residential property:

> ***NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS CONCERNING THE ASSESSED PARCEL***
>
> *As the purchaser of this parcel of real property, you are obligated to pay assessments to the City of Celina, for improvement projects undertaken by a public improvement district under Subchapter A, Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessments and the due dates of those assessments may be obtained from the City of Celina, Texas.*
>
> *The amount of each of the assessments against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessments in full, they will be due and payable in annual installments (including interest and collection costs).*
>
> *The amount of the assessments is subject to change. Your failure to pay the assessments or the annual installments could result in the foreclosure of your property..*

If the form of statutory notification is amended or modified at any time after the date hereof, such amended or modified notification shall be deemed to be incorporated herein by reference. ***Each Owner shall deliver or cause to be delivered the then current form of statutory notice of***

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the PID required by the City and/or pursuant to Section 5.014 of the Texas Property Code to any purchaser of such Owner's Lot.

(c) A Builder for a Lot shall attach Notice of Obligation to Pay Public Improvement District Assessment in the form substantially similar to that in Section 6.16 above and current assessment roll approved by the City (or if the assessment roll is not available for such Lot, then a schedule showing the maximum 30 year PID payment for such Lot) as an addendum to any residential homebuyer's contract. A Builder for a Lot shall provide evidence of compliance with the foregoing sentence, signed by such residential homebuyer, to the City. If prepared and provided by the City, a Builder for a Lot shall distribute informational brochures about the existence and effect of the PID in prospective homebuyer sales packets. A Builder shall include PID assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers for Lot.

(d) In addition to the Master Declaration and this Declaration (and any Sub-Sub-Declaration, if applicable), the Property is subject to the PID Restrictions as set forth in the PID Declaration. In the event of any conflict between the terms of this Declaration and the PID Declaration, the PID Declaration shall control. Any assessments or liens established under the PID Declaration shall be a superior lien prior to the lien securing the Assessments hereunder.

6.17 MUNICIPAL MANAGEMENT DISTRICT.

(a) By the deed or other document conveying any portion of the Property subject to this Declaration, upon taking title to any portion of the Property, each Owner is obligated to pay an assessment to a municipality or county for an improvement project undertaken by the Municipal Management District created under Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution. The assessments levied by the Municipal Management District may provide funds to finance the Authorized Improvements (as defined below) or Authorized Services (as defined below) in addition to assessments levied on the Property by this Declaration, the Master Declaration and/or the PID. The assessment may be due annually or in periodic installments and shall be in addition to the Assessments levied hereunder by the Association or any assessments or charges levied by the Master Association under the Master Declaration. More information concerning the amount of the assessment and the due dates of that assessment with respect to the Municipal Management District may be obtained from the City or county levying the assessment. The amount of the assessments levied against Property within the Municipal Management District is subject to change. An Owner's failure to pay the assessments levied by the Municipal Management District could result in a lien on and the foreclosure of Property owned by it, which lien shall be in addition to the Assessment Lien hereunder. Each Owner acknowledges and agrees that is shall execute any notices, submissions, consents or other documents as may be required by Declarant or the Municipal Management District for the operation and/or administration of the Municipal Management District.

(b) The general nature of the proposed public improvements to be provided by the Municipal Management District that are necessary for the development of the property within the Municipal Management District and which shall promote the interests of the Municipal Management District and confer a special benefit upon the property within the Municipal

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Management, which includes the Property, may include: (i) street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) drainage improvements and facilities; (iii) parks, trails and recreational facilities improvements; (iv) any additional projects authorized by the legislation and/or the act creating the Municipal Management District, including similar off-site projects that provide a benefit to the Property, and including any portion of major improvements serving the Municipal Management District as a whole that provide a benefit to the property within the Municipal Management District, including the Property; (v) acquisition of real property, interests in real property, or contract rights in connection with each authorized improvement; (vi) payment of costs, including, without limitation, design, engineering, permitting, legal, required payment, performance and maintenance bonds, bidding, support, construction, construction management, administrative and inspection costs, associated with developing and financing the public improvements listed in (i) through (v) above; (vii) payment of costs associated with operating and maintaining the public improvements listed in (i) through (v) above; (viii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (vii) above (collectively, the "**Authorized MMD Improvements**"); and (ix) the payment of expenses incurred in the provision of any services authorized by the legislation and/or the act creating the Municipal Management District that are provided by the Municipal Management District to the property within the Municipal Management District, including the Property (the "**Authorized MMD Services**").

ARTICLE VII
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ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

8.1 Architectural Control Committee. The Declarant shall establish an architectural control committee (the "**Committee**") for the Lots composed of three (3) individuals which shall, during the Declarant Control Period, be selected and appointed by the Declarant. The Committee shall function as the representative of the Association. The Committee shall exist and act for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development. Any one or more of the members of a Committee may be removed from the Committee, with or without cause, by the Declarant during the Declarant Control Period and thereafter by the Board of Directors. After the Declarant Control Period, the Board of Directors shall appoint members to the Committee; provided, however, a person may not be appointed or elected to serve on the Architectural Control Committee if the person is (a) a current Board member, (b) a current Board member's spouse; or (3) a person residing in a current Board member's household.

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A majority of the Committee may designate a member to act for it. No member of the Committee shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes, causes of action or damages (except where occasioned by gross negligence or willful misconduct) arising out of services performed pursuant to this Declaration.

8.2 Architectural Approval.

(a) Design Guidelines. The Committee may, from time to time at its election, publish and promulgate design guidelines (the "**Design Guidelines**"), which are attached as **Exhibit C** hereto and which shall supplement these Covenants and shall be deemed incorporated herein by reference; provided, however, the Design Guidelines may not be modified or amended without the prior written consent and approval of the Master Declarant for as long as the Master Declarant has power and authority to appoint members of the Master Board, and thereafter by the Master Board. Subject to the prior written consent of the Master Declarant or the Master Board, as applicable, pursuant to the foregoing sentence, the Committee shall have the right from time to time to amend the Design Guidelines, provided such guidelines, as amended, shall be in keeping with the overall quality, general architectural style and design of the community. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of those matters for which it is responsible in accordance with these Covenants. The Committee shall endeavor to promulgate the Design Guidelines in such a manner that only materials complying with all applicable laws and regulations are specified therein, but each Owner of a Lot (and not the Committee) is responsible for complying with such laws and regulations on his respective Lot. If the Committee should be advised that materials specified by the Design Guidelines do not comply with applicable laws or regulations, the Committee shall use reasonable efforts to inquire into the nature of the non-compliance and to make appropriate revisions of the Design Guidelines. In the event of any conflict between the Design Guidelines and any applicable Governmental Requirements, the applicable Governmental Requirements shall control. The terms of this Section 8.2(a) may not be modified or amended without the prior written consent and approval of the Master Declarant for as long as the Master Declarant has power and authority to appoint members of the Master Board, and thereafter by the Master Board.

(b) Required Approval. No building, structure, paving, pools, fencing, hot tubs or improvement of any nature shall be erected, placed or altered on any Lot until the site plan showing the location of such building, structure, driveway, paving or improvement, construction plans and specifications thereof and landscaping and grading plans therefor have been submitted to and approved in writing by the Committee ("**Architectural Approval**") as to: (i) location with respect to Lot lines, setback lines and finished grades with respect to existing topography, (ii) conformity and harmony of external design, color, and texture with existing structures and existing landscaping, (iii) quality of materials, adequacy of site dimensions, and proper facing of main elevation with respect to nearby streets; (iv) conformity with the Applicable Zoning and any District Requirements; and (v) the other standards set forth within this Declaration or the Design Guidelines. The Committee is authorized to request the submission of samples of proposed construction materials or colors or proposed exterior surfaces.

(c) Procedure. Final plans and specifications shall be submitted in duplicate to the Committee by the Owner for approval or disapproval. If such plans and specifications meet the

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approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Owner. If such plans and specifications do not meet the approval of the Committee, one set of such plans and specifications shall be returned marked "Disapproved,'' accompanied by a reasonable statement of the reasons for such disapproval. Any modification or change to the approved set of plans and specifications or to construction or reconstruction pursuant thereto which materially affects items (i) through (v) of the preceding Section 8.2(b) must again be submitted to the Committee, for its review and approval. The Committee's approval or disapproval as required herein shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, then Committee disapproval shall be presumed.

(d) Committee Discretion. The Committee is authorized and empowered to consider and review any and all aspects of Dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the discretion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the value of the Property. As an example, and not by way of limitation, the Committee may impose limits upon the location of window areas of one Dwelling that would overlook the enclosed patio area of an adjacent Dwelling. Also, the Committee is permitted to consider technological advance in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The action of the Committee with respect to any matter submitted to it shall be final and binding upon the Owner submitting such matter, subject to the provisions of Article XI hereof.

(e) Common Improvements. Declarant shall not be required to obtain Committee approval of the initial Common Improvements.

(f) Master Association Approval. No Plat or plans for any Dwelling or other improvements shall be submitted to the City or other applicable governmental authority for approval until such Plat and/or related construction plans have been approved in writing, if applicable, by the Master Association (or applicable committee thereof) or the Master Declarant, or until the Committee has confirmed such plans comply with the design guidelines and requirements set forth in the Master Declaration, as may be provided for in the Master Declaration. Furthermore, no Dwelling or other improvements shall be constructed on any Lot within the Property until plans therefore have been approved in writing by the Committee or the Declarant as provided in this Article 8; provided that the Dwelling or other improvements in any event must comply with the requirements and restrictions set forth in the Master Declaration and the design guidelines established thereby.

8.3 Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from the Design Guidelines or covenants or restrictions provided in this Declaration. In any such case, variances shall be in basic conformity with and shall blend effectively with the overall quality, general architectural style and design of the community. No member of the Committee shall be liable to any Owner for any claims, cause of action, or damages

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arising out of the grant of, or the refusal to grant, any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the granting of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce this Declaration against any other Owner.

8.4 Nonconforming and Unapproved Improvements. The Board of Directors may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration, including the Design Guidelines. In addition, the Board of Directors may, in its sole discretion, cause the Association to carry out such restoration, demolition and removal if the Owner fails to do so. The Board of Directors may levy the amount of the cost of such restoration, demolition and removal as a special assessment against the Lot upon which such improvements were commenced or constructed (without the necessity of Member approval) and shall have all the rights and remedies to enforce collection thereof provided by law and by this Declaration. Dwellings or other improvements initially constructed in accordance with these Covenants and having received any necessary approval of the Architectural Control Committee in connection with their initial construction, may be repaired, maintained and restored in accordance with the standards in force at the time of their initial construction, notwithstanding any subsequent amendment or revision of these Covenants, the Design Guidelines, the Applicable Zoning or any District Requirements. If such Dwellings or other improvements are totally destroyed or totally replaced, the new Dwellings or other new improvements must conform to the Covenants, the Design Guidelines, the Applicable Zoning and any District Requirements in force at the time of their construction.

8.5 No Liability. Neither Declarant, the Association, the Committee, the Board of Directors, nor the officers, directors, members, employees or agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Committee, the Board of Directors, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any actual or alleged mistake of judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Approval of plans and specifications by the Committee is not approval thereof for engineering or structural design or adequacy of materials. By approving such plans and specifications neither the Committee, the members thereof, the Declarant, the Association nor the Board of Directors assumes liability or responsibility for safety or adequacy of design, compliance with the Applicable Zoning, District Requirements, or these Covenants, or for any defect to any structure constructed from such plans and specifications.

ARTICLE IX

INSURANCE AND INDEMNITY

9.1 Association Insurance Coverage. The Association shall obtain insurance coverage on the Property in accordance with the following provisions:

(a) Purchasing Policies; Primary Coverage. The Board of Directors or its duly authorized agent shall have the authority to purchase and shall purchase insurance policies upon the Property sufficient to provide the coverages required by this Section 9.1, for the benefit of the Association and the Owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of Owners. All policies shall be written with a company licensed to sell insurance in the State of Texas. Except as provided in Section 9.3, in no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, Lot occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

(b) Casualty.

(i) Common Properties. All buildings and improvements upon the Common Properties and all personal property of the Association located in or upon the Common Properties and/or used to maintain the Common Properties (but specifically excluding any Dwellings and other improvements thereon) shall be insured by the Association in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such insurance shall be charged as a common expense to all Owners and shall be included in the Regular Assessment. Such coverage shall provide protection against:

(A) Loss damage by fire and other hazards covered by a standard extended coverage endorsement; and

(B) Such other risks, as determined from time to time, as are customarily covered by casualty policies with respect to buildings of the type then existing on the Common Properties.

(ii) **EACH OWNER OF A LOT, DWELLING OR OTHER IMPROVEMENTS THEREON SHALL BE SOLELY LIABLE AND RESPONSIBLE FOR OBTAINING ITS OWN POLICIES OF INSURANCE ON SUCH OWNER'S LOT, DWELLING OR OTHER IMPROVEMENTS. THE ASSOCIATION SHALL HAVE NO OBLIGATION TO CARRY CASUALTY INSURANCE ON ANY LOTS OR DWELLINGS OR OTHER IMPROVEMENTS LOCATED ON LOTS FOR OR ON BEHALF OF ANY OWNER AND NO LIABILITY THEREFOR.**

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(c) Liability. Public liability insurance shall be secured by the Association with limits of liability of not less than **One Million Dollars ($1,000,000.00)** per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be necessary or desirable.

(d) Policy Terms. The Association shall make every reasonable effort to ensure that all policies purchased by the Association contain clauses, endorsements or agreements providing:

(i) for waiver of subrogation;

(ii) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association;

(iii) that the "other insurance" clause in any such policy excludes individual Owners' policies from consideration; and

(iv) for a deductible of no greater than such amount per occurrence as shall from time to time be determined by the Board of Directors.

(e) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and shall be charged to Owners as part of the regular annual assessment described in Article VI above.

(f) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees, as their interest may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board of Directors, provided, however, that no mortgagee having an interest in such losses shall be prohibited from participating in the settlement negotiations, if any, related thereto. Upon the payment of proceeds to the Association under any policy, the sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purpose stated herein or stated in the bylaws of the Association and for the benefit of the Owners and their mortgagees in the following shares:

(i) Proceeds on account of damage to the Common Properties shall be held for the Association.

(ii) Proceeds on account of damage to Lots shall be held in undivided shares for the Owners to such damaged Lots in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association.

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(iii) In the event a mortgagee or lender loss payable endorsement has been issued for any Lot, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interests may appear.

9.2 Distribution of Insurance Proceeds Received by Association. Proceeds of insurance policies received by the Association as insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) Expense of the Trust. All expenses of the insurance trustees shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost incurred by the Association of performing or obtaining the performance of the repairs, reconstruction or replacement of the damaged improvement(s) or other property, and the Association shall ensure that all mechanic's liens, materialmen's liens or other such liens which may result from such reconstruction, replacement or repair work are waived, satisfied or otherwise removed. Any proceeds remaining after defraying such costs shall be distributed as provided in Section 9.1 (f).

In the event that the proceeds are insufficient to fully restore, repair or replace the loss or damage, the Association may levy an assessment to cover the deficiency.

ARTICLE X

EASEMENTS

10.1 General. All of the Property, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone, and electric power line and other public utilities as shall be established by the Declarant or by its predecessors in title, prior to the subjecting of the Property to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under, and across the Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Property. In addition, there is hereby reserved in the Declarant and its agents and employees an easement and right of ingress and egress across all Common Areas, now or hereafter existing, for the purpose of construction and repairing of improvements within the Property, including the right of temporary storage of construction materials on said Common Areas.

10.2 Universal Easements. All Lots and the Common Area shall be subject to easements for the encroachment, and subject to easements for the maintenance by the Association or applicable Owner responsible for maintenance thereof, of initial improvements constructed on adjacent Lots by the Declarant and the Common Improvements to the extent that such initial improvements and Common Improvements actually encroach including, but not limited to, such items as overhanging eaves, privacy fences and party walls, and masonry columns constructed by Declarant as part of the perimeter wall or fencing within portions of the Common Area and

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adjacent Lots. Encroachments of building projections and building appurtenances from any Common Area or Lot onto any adjacent Common Area or Lot shall in any event be subject to the restrictions and/or requirements of the Applicable Zoning and any District Requirements.

10.3 Reservation of Easements by Declarant. Declarant also reserves access easements over all Lots for construction, either for that Lot or any adjacent Lot or property, and easements over all Common Areas for the installation of public or private utilities and storm drainage (whether subsurface or surface), which easements may serve the Property or any adjacent property or properties (whether such adjacent property is owned by Declarant or a third party).

10.4 Declarant/Association Right to Grant Easements. To the extent Declarant deems it necessary or appropriate to execute and file in the appropriate public records any instrument to specifically evidence, identify and/or establish of record any easement reserved generally herein, Declarant is and shall be authorized to grant such easements, in its own name or in the name of the Association, and to execute and record written evidence of the same, without the approval or joiner of any other party, including, but not limited to, the Association, so long as Declarant holds record title to the Common Area. After the conveyance by Declarant to the Association of record title to the Common Area, any such written easement shall be given, if at all, by the Association and shall require the signature of the President of the Association (or any other duly authorized officer of the Association) or, if not the President or other officer duly authorized, then all of its Directors. Any third-party relying on a written and recorded easement instrument granted either by the Declarant or by the Association shall be entitled to rely upon any and all recitations set forth therein as true and correct statements of fact as to ownership of the Common Area and the authority of the person or party executing such easement instrument, and the same shall be deemed presumptively true, correct and legally binding for all purposes on all properties affected thereby, including any Lot(s) or portion(s) of the Common Area described therein or encumbered thereby.

ARTICLE XI

NOTICE AND HEARING; DISPUTE RESOLUTION; LIENS

11.1 Notice and Hearing.

(a) Prior to the imposition of any fine for a violation of this Declaration or the levying of any special assessment on an Owner, the Association will give notice to the Owner in compliance with Section 209.006 of the Texas Property Code (the "Property Code"), as the same may be hereafter amended. Such notice shall be as follows:

(i) Notice will be delivered by certified mail return receipt requested.

(ii) The notice must describe the violation or property damage that is the basis for the fine for such violation, and state any amount due the Association from the Owner.

(iii) The notice must inform the Owner that the Owner is entitled to a reasonable time to cure the violation and avoid the fine and that the Owner may

request a hearing under this Section 11.1 and Section 209.007 of the Texas Property Code on or before the 30th day after the Owner receives the notice.

(b) In compliance with Section 209.007 of the Texas Property Code, if the Owner submits a written request for a hearing, the Association shall hold a hearing not later than the thirtieth (30th) day after the date the Board receives the Owner's request, and shall notify the Owner of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. If the hearing is to be held before a committee appointed by the Board, the notice described in Section 11.1(a) hereof shall state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

11.2 Arbitration of Disputes Involving the Declarant.

(a) Arbitration. ANY AND ALL DISPUTES ARISING HEREUNDER BETWEEN AN OWNER AND THE DECLARANT SHALL BE SUBMITTED TO BINDING ARBITRATION AND NOT TO A COURT FOR DETERMINATION. ARBITRATION SHALL COMMENCE AFTER WRITTEN NOTICE IS GIVEN FROM EITHER PARTY TO THE OTHER, SUCH ARBITRATION SHALL BE ACCOMPLISHED EXPEDITIOUSLY IN COLLIN COUNTY AND SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**"). THE ARBITRATION SHALL BE CONDUCTED BY THREE (3) ARBITRATORS, ONE OF WHOM SHALL BE APPOINTED BY THE OWNER AND ONE OF WHOM SHALL BE APPOINTED BY THE DECLARANT. THE THIRD ARBITRATOR SHALL BE APPOINTED BY THE FIRST TWO ARBITRATORS. THE ARBITRATORS SHALL BE SELECTED FROM A LIST OF ARBITRATORS SUBMITTED BY THE AAA. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ARBITRATION SHALL NOT COMMENCE UNTIL THE PARTY REQUESTING IT HAS DEPOSITED ONE THOUSAND FIVE HUNDRED AND NO/100 U. S. DOLLARS ($1,500.00) WITH THE ARBITRATORS AS A RETAINER FOR THE ARBITRATORS' FEES AND COSTS. THE PARTY REQUESTING ARBITRATION SHALL ADVANCE SUCH SUMS AS ARE REQUIRED FROM TIME TO TIME BY THE ARBITRATORS TO PAY THE ARBITRATORS' FEES AND COSTS, UNTIL THE PREVAILING PARTY IS DETERMINED OR THE PARTIES HAVE AGREED IN WRITING TO AN ALTERNATE ALLOCATION OF FEES AND COSTS. EACH PARTY SHALL PAY ITS OWN LEGAL FEES AND COSTS AND ANY OTHER FEES INCURRED IN CONNECTION WITH AN ARBITRATION PROCEEDING WHICH ARISES OUT OF OR RELATES IN ANY WAY TO THIS DECLARATION PROVIDED, HOWEVER, THAT THE ARBITRATION PANEL SHALL AWARD THE ARBITRATORS' FEES AND COSTS TO THE PREVAILING PARTY IN ITS ARBITRATION JUDGMENT.

(b) Notwithstanding the Declarant's and Owner's intent to submit any controversy or claim arising out of or relating to this Declaration to arbitration, in the event that a court of competent jurisdiction shall determine or a relevant law shall provide that a particular dispute is not subject to the arbitration provisions in this Section 11.2, then the parties agree to the

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following provisions: EACH OWNER ACKNOWLEDGES THAT THIS DECLARATION IS A SOPHISTICATED LEGAL DOCUMENT. ACCORDINGLY, JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DECLARATION ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. EACH OWNER AGREES THAT ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSSCLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS DECLARATION, ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.

11.3 Liens/Validity and Severability; Mortgagees. Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, lien or other similar security instrument which may then be existing on any Lot. Invalidation of any one (1) or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which such other provisions and covenants shall remain in full force and effect. No default by an Owner of a Lot under any provision of this Declaration shall affect any existing lien or mortgage on that Lot. A mortgagee shall not be liable for Assessments made with respect to a Lot during any period in which its only interest in the Lot is that of a mortgagee.

ARTICLE XII

GENERAL PROVISIONS

12.1 Duration. The Covenants of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association and each Owner and each of their respective legal representatives, heirs, successors and assigns. This Declaration shall be effective for an initial term ending on December 31, 2096, after which time said Covenants shall be automatically extended for successive periods of ten (10) years each unless, at least one (1) year prior to the expiration of the then current term, an instrument terminating this Declaration is signed by Owners of at least seventy percent (70%) of the Lots, and is recorded in the Official Public Records of Collin County, Texas.

12.2 Amendments. Notwithstanding Section 12.1 of this Article, and in addition to Declarant's rights to amend this Declaration during the Development Period as set forth in Article XIII hereof, this Declaration may be amended or otherwise changed (a) as provided in Section 2.2, or (b) upon the affirmative vote of at least sixty-seven percent (67%) of the outstanding votes of the Members of the Association taken at a meeting of the Members of the Association, duly called at which quorum is present. Any and all amendments of this Declaration shall be recorded in the Official Public Records of Collin County, Texas.

12.3 Enforcement. Subject to the provisions of Article XI, these Covenants may be enforced against any person or persons violating or attempting to violate them, by any proceeding

at law or in equity, including, without limitation, through actions to enjoin violations, to recover damages, or to enforce any lien created by these Covenants. The failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Each Owner, occupant or other user of any portion of the Property, shall at all times comply with this Declaration and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments, and other agencies having jurisdictional control over the Property, specifically including, but not limited to, Applicable Zoning placed upon the Property, as they exist from time to time and/or any District Requirements or the PID Restrictions (collectively "**Governmental Requirements**"). IN SOME INSTANCES REQUIREMENTS UNDER THE MASTER DECLARATION AND/OR THE GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH REQUIREMENTS UNDER ANY MASTER DECLARATION, THE GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT OF THIS DECLARATION, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION WOULD RESULT IN A VIOLATION OF MANDATORY APPLICABLE GOVERNMENTAL REQUIREMENTS, IN WHICH EVENT THOSE GOVERNMENTAL REQUIREMENTS SHALL APPLY. COMPLIANCE WITH MANDATORY GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THIS DECLARATION EVEN THOUGH SUCH COMPLIANCE MAY RESULT IN NON-COMPLIANCE WITH PROVISIONS OF THIS DECLARATION. WHERE A GOVERNMENTAL REQUIREMENT OR REQUIREMENT UNDER ANY MASTER DECLARATION DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OF THIS DECLARATION BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION, THE PROVISIONS OF THE MASTER DECLARATION AND THEN THIS DECLARATION (IN ORDER OF PRIORITY) SHALL PREVAIL AND CONTROL.

12.4 Severability. If any provision of this Declaration is determined by judgment or court order to be invalid, or illegal or unenforceable, the remaining provisions of this Declaration shall remain in full force and effect in the same manner as if such invalid, illegal or unenforceable provision had been deleted from this Declaration by an amendment effective as of the date of such determination.

12.5 References. All references in this Declaration to articles, sections, subsections and paragraphs refer to corresponding articles, sections, subsections, and paragraphs of this Declaration. Heading and titles used herein are for convenience only and shall not constitute substantive provisions of this Declaration. The words ''this Declaration," "this instrument," "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Declaration as a whole and not to any particular provision unless expressly so limited. Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Words in any gender (including the neutral gender) shall include any other gender, unless the context otherwise requires. Examples shall not be construed to limit, expressly or by implication, the matter they illustrate. The word "includes" and its derivatives shall mean "includes, but is not limited to" and corresponding derivative expressions. The word "or" includes "and/or." All

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references herein to "$" or "dollars" shall refer to U.S. Dollars. All exhibits attached to this Declaration are incorporated herein by reference.

12.6 Notices. Any notice required to be given to the Association, or to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of such person as shown by the records of the Association at the time of such mailing.

12.7 Notices to Mortgagees. Upon written request delivered to the Association by the mortgagee of a Lot, the Association shall send to the requesting mortgagee written notification of any default hereunder affecting the mortgagor or the Lot covered by the mortgage of the requesting mortgagee. Any such request shall be in sufficient detail to enable the Association to determine the affected Lot and Owner and shall set forth the mailing address of the requesting mortgagee.

12.8 Liability Limitations; Indemnification. No Declarant, Member, director, officer or representative of the Association or the Board or the Committee shall be personally liable for the debts, obligations or liabilities of the Association. The directors and officers of the Association shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts or as otherwise expressly provided in the Association dedicatory instruments. Declarant and directors, officers and Committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and **THE ASSOCIATION, AS A COMMON EXPENSE OF THE ASSOCIATION, SHALL INDEMNIFY AND HOLD HARMLESS DECLARANT, DIRECTORS, OFFICERS AND MEMBERS OF THE COMMITTEE FROM ANY AND ALL EXPENSES, LOSS OR LIABILITY TO OTHERS ON ACCOUNT OF ANY SUCH CONTRACT OR COMMITMENT (TO THE EXTENT NOT COVERED BY INSURANCE PROCEEDS). IN ADDITION, EACH DIRECTOR AND EACH OFFICER OF THE ASSOCIATION AND EACH MEMBER OF THE COMMITTEE SHALL BE INDEMNIFIED AND HELD HARMLESS BY THE ASSOCIATION, AS A COMMON EXPENSE OF THE ASSOCIATION, FROM ANY EXPENSE, LOSS OR LIABILITY TO OTHERS (TO THE EXTENT NOT COVERED BY INSURANCE PROCEEDS) BY REASONS OF HAVING SERVED AS SUCH DIRECTOR, OFFICER OR COMMITTEE MEMBER AND AGAINST ALL EXPENSES, LOSSES AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, COURT COSTS AND REASONABLE ATTORNEYS' FEES, INCURRED BY OR IMPOSED UPON SUCH DIRECTOR, OFFICER OR COMMITTEE MEMBER IN CONNECTION WITH ANY PROCEEDING TO WHICH SUCH PERSON MAY BE A PARTY OR HAVE BECOME INVOLVED BY REASON OF BEING SUCH DIRECTOR, OFFICER OR COMMITTEE MEMBER AT THE TIME ANY SUCH EXPENSES, LOSSES OR LIABILITIES ARE INCURRED SUBJECT TO ANY PROVISIONS REGARDING INDEMNITY CONTAINED IN THE ASSOCIATION'S DEDICATORY INSTRUMENTS, EXCEPT IN CASES WHEREIN THE EXPENSES, LOSSES AND LIABILITIES ARISE FROM A PROCEEDING IN WHICH SUCH DIRECTOR, OFFICER OR COMMITTEE MEMBER IS ADJUDICATED GUILTY OF WILLFUL MISFEASANCE OR WILLFUL MALFEASANCE, WILLFUL MISCONDUCT OR BAD FAITH IN THE PERFORMANCE OF SUCH PERSON'S DUTIES OR INTENTIONAL**

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WRONGFUL ACTS OR ANY ACT EXPRESSLY SPECIFIED IN THE ASSOCIATION'S DEDICATORY INSTRUMENTS AS AN ACT FOR WHICH ANY LIMITATION OF LIABILITY SET FORTH IN THE ASSOCIATION'S DEDICATORY INSTRUMENTS IS NOT APPLICABLE; PROVIDED, HOWEVER, THIS INDEMNITY DOES COVER LIABILITIES RESULTING FROM SUCH DIRECTOR'S, OFFICER'S OR COMMITTEE MEMBER'S NEGLIGENCE. Any right to indemnification provided herein shall not be exclusive of any other rights to which a director, officer or Committee member, or former director, officer or Committee member, may be entitled. The Association shall have the right to purchase and maintain, as a Common Expense, directors', officers', and Committee members', insurance on behalf of any Person who is or was a director or officer of the Association or the Committee member against any liability asserted against any such Person and incurred by any such Person in such capacity, or arising out of such Person's status as such Person.

12.9 Management of the Association. In the event that the Board elects to contract with a Managing Agent to perform any duties of the Board in accordance with Article V hereof, the Board shall record or cause to be recorded in each county in which the Property is located a management certificate, signed and acknowledged by an officer of the Managing Agent or the Association in accordance with the requirements of Section 209.004 of the Texas Property Code. An amended management certificate shall be recorded no later than the 30th day after the date on which the Association has notice of a change in any information pertaining to the Managing Agent applicable to the Association. Notwithstanding the foregoing or anything to the contrary contained herein, in no event shall the Declarant, the Association and/or their respective officers, directors, employees, and/or agents, or the Board be subject to liability to any Person for a delay in recording or failure to record a management certificate except as otherwise provided by law.

12.10 Termination of and Responsibility of Declarant. If Declarant shall transfer all of its then remaining right, title and interest in and to the Land and shall additionally expressly assign all its rights, benefits and obligations as Declarant hereunder to the transferee of such remaining interest in the Land, then Declarant shall have no further rights or duties hereunder and such rights and duties of Declarant hereunder shall thereupon be enforceable and performable by such transferee of Declarant's rights hereunder.

12.11 City Provisions. All construction within the Property shall also comply with all applicable City ordinances and regulations. If any ordinance or regulation imposed by the City imposes more demanding, extensive or restrictive requirements than those set forth in this Declaration, such requirements shall govern. No ordinance or regulations adopted by the City shall lessen the requirements set forth in these Covenants.

ARTICLE XIII

SPECIFIC DECLARANT RIGHTS

13.1 Amendment. The provisions of this Article VIII may not be amended without the express written consent of Declarant (and Declarant's successors and assigns in accordance with the terms hereof).

13.2 No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any Member to annex any Adjacent Land or other property to this Declaration and no owner of the property excluded from this Declaration shall have any right to have such property annexed thereto.

13.3 Effect of Annexation on Class C Membership. In determining the number of Lots owned by the Declarant for the purpose of Class C membership status according to Section 5.3 hereof, the total number of Lots covered by this Declaration and located or to be developed in such Declarant's portion of the Property, including all Lots acquired by the Declarant and annexed thereto, shall be considered. If Class C membership has previously lapsed but annexation of any Adjacent Land or additional property restores the ratio of Lots owned by the Declarant to the number required by Class C membership, such Class C membership shall be reinstated until it expires pursuant to the terms of Section 5.3.

13.4 Specific Declarant Rights to Amend Declaration. During the Development Period, the Declarant may unilaterally amend this Declaration without the joinder or vote of the Board, the Association, the other Owners, or any other party if such amendment is deemed necessary or desirable, in the Declarant's sole judgment for any purpose, including, without limitation, (i) to bring any provisions of this Declaration into compliance with any applicable governmental statute, rule, regulation or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to purchase, insure, or guarantee mortgage loans on the Lots; (iv) to satisfy the requirements of any local, state or federal governmental agency; or (v) to correct or clarify errors, omissions, mistakes or ambiguities contained herein. No amendment pursuant to this paragraph, however, shall adversely affect the title to any Lot unless the Owner affected thereby shall consent in writing.

13.5 Easement/Access Right. The Declarant reserves a general easement over all streets, roads, rights of way, utility, maintenance, landscaping, wall and other easements in the Property and over the Common Area as reasonably necessary for access for the purpose of finishing development of the Property as a subdivision and as otherwise reasonably necessary to affect each Declarant's rights hereunder. Such easements and rights shall expire upon expiration of the Development Period.

13.6 Assignment of Declarant Rights. The Declarant may assign its rights to a successor Declarant hereunder by execution of a written document, recorded in the Official Public Records of Collin County, Texas, expressly and specifically stating that such Declarant has assigned its rights as such to a designated assignee and declaring such assignee to be a new "Declarant" hereunder. No Person purchasing or otherwise acquiring one (1) or more Lots shall be considered "Declarant" hereunder, unless Declarant makes an express and specific assignment referenced in and accordance with the terms of the immediately preceding sentence or except in the event of an involuntary disposition of all or any part of the Land owned by Declarant prior to completion of development of the Land as a residential community.

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13.7 Declarant's Right to Install Improvements in Setback and Other Areas. The Declarant, in connection with development of the Property and construction of Dwellings thereon, reserves the right, but shall have no obligation, to install or construct walls, fences, irrigation systems and other improvements in the setback areas (being the area on, along and/or between the boundary line of a Lot and the building or setback lines applicable to such Lot). If the Declarant exercises such right in a setback area, then such wall, fence, irrigation system, or other improvement shall be the property of the Owner(s) of the Lot(s) adjacent to such improvements or upon which such improvements are located, and such Owner(s) shall maintain and repair any such improvement unless the applicable Declarant or the Association, by and through the Board, shall advise the Owner(s) in writing of its intent to assume such maintenance and repair obligations. If the Declarant exercises such above-described right in the non-setback areas, then such wall, fence, irrigation system, or other improvement shall be the property of the Association. During the Development Period, the Declarant shall have the right, but not the obligation, to maintain and repair any such non-setback area improvements located on such Declarant's portion of the Property; otherwise, the Association shall assume the maintenance and repair or it may abandon such improvements at its discretion. If the City requires the maintenance, repair, or removal of any such non-setback area improvements, the Association shall assume such responsibility at its expense. If the Association so abandons such non-setback area improvements or is properly dissolved, then the Owner(s) of the Lot(s) adjacent to such improvements or on which such improvements are located shall assume maintenance and repair at its expense.

13.8 Replatting or Modification of Plat. From time to time, the Declarant reserves the right to replat its Property or to amend or modify the Plat in order to assure harmonious and orderly development of the Property as herein provided. The Declarant may exercise such rights at any time during the Development Period and no joinder of any other Owner shall be required to give effect to such rights, each Owner consenting to the Declarant's execution of any replat on such Owner's behalf. However, any such replatting or amendment of the Plat shall be with the purpose of efficiently and economically developing the Property for the purposes herein provided or for compliance with any applicable governmental regulation. The Declarant's rights under this Section 13.8 shall expire upon expiration of the Development Period.

13.9 Limitation of Declarants' Liability. The Declarant shall not be responsible or liable for any deficit in the Association's funds. The Declarant may, but is under no obligation to, subsidize any liabilities incurred by the Association, and the Declarant may, but is not obligated to, lend funds to the Association to enable it to defray its expenses, provided the terms of such loans are on reasonable market conditions at the time.

13.10 Termination of the Declarant's Responsibilities. In consideration of the Declarant's deficit funding of the Association, if any, upon the occurrence of any of the following events: (i) conversion of the Declarant's Class C membership status to Class A membership status; (ii) completion of the Common Properties by the Declarant and conveyance of same to the Association; (iii) assignment of the Declarant's rights hereunder pursuant to Section 13.6; or (iv) expiration of the Development Period, then and in such event the Declarant shall be fully released, relieved and forever discharged from any further duty or obligation to the Association or any of its members as the Declarant by reason of the terms and conditions of this Declaration including any amendments thereof or supplements thereto, save and except the duties and obligations, if any,

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of the Declarant as a Class A member by reason of the Declarant's continued ownership of one or more Lots, but not otherwise. Further, and without regard to whether or not the Declarant has been released from obligations and duties to the Association, during the Development Period or so long as the Declarant holds record title to at least one (1) Lot and holds same for sale in the ordinary course of business, neither the Association nor its Board, nor any member of the Association shall take any action that will impair or adversely affect the rights of the Declarant or cause the Declarant to suffer any financial, legal or other detriment, including but not limited to, any direct or indirect interference with the sale of Lots. In the event there is a breach of this Section, it is acknowledged that any monetary award which may be available would be an insufficient remedy and therefore, in addition to all other remedies, the Declarant shall be entitled to injunctive relief restraining the Association, its Board or any member of the Association from further breach of this Section.

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IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the date first above written.

DECLARANT:

MM CELINA 3200, 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 CELINA 3200, 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 July, 2021.

CAITLIN PAIGE SIMMONS
Notary ID #131158423
My Commission Expires
June 11, 2025

_____
NOTARY PUBLIC STATE OF TEXAS
Printed Name: Caitlin Simmons
My commission expires: June 11, 2025

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CONSENT AND SUBORDINATION OF LIENHOLDER

The undersigned, being the beneficiary under that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Financing Statement executed by MM Celina 3200, LLC ("**Borrower**") and recorded in the Official Public Records of Collin County, Texas prior to this Declaration (as defined below), together with any modifications, supplements, restatements or amendments thereto, hereby consents to the Declaration of Covenants, Conditions and Restrictions for Legacy Hills Addition, City of Celina, Collin County, Texas (the "**Declaration**") to be applicable to the Land, in accordance with the terms thereof, and furthermore subordinates its lien rights and interests in and to the Land to the terms, provisions, covenants, conditions and restrictions under the Declaration so that foreclosure of its lien will not extinguish the terms, provisions, covenants, conditions and restrictions under the Declaration. Deed of Trust, Assignment of Rents, Security Agreement and Fixture Financing Statement.

TREZ CAPITAL (2015) CORPORATION,
a British Columbia corporation

By: Trez Capital Funding II, LLC,
a Delaware limited liability company,
its Administrative Agent

By: _____
Name: John D Hutchinson
Title: President

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 30th day of July, 2021 by John D Hutchinson the President of Trez Capital Funding II, LLC, a Delaware limited liability company, Administrative Agent of TREZ Capital (2015) Corporation, a British Columbia corporation, on behalf of said corporation.

ANGELA WILLIAMS
Notary Public, State of Texas
Comm. Expires 02-07-2025
Notary ID 125190354

_____
Notary Public, State of Texas
My Commission Expires: 02-07-2025

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EXHIBIT A
TO
SUBORDINATE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEGACY HILLS RESIDENTIAL ADDITION

LEGAL DESCRIPTION OF THE LAND

(1,720± Acre Tract)

TRACT 32

Being 62.214 acres of land situated in the Henry Cochran Survey Abstract No. 192, and the B.B.B. & C.R.R. Co Survey Abstract No. 131, being a part of a called 161.910 acre tract of land described as Tract No. 2 conveyed to Dynavest Joint Venture, by deed of record in Volume 2288, Page 125, Deed Records of Collin County, Texas, and a part of a called 1215.843 acre tract of land conveyed to Dynavest Joint Venture, by deed of record in Volume 2288, Page 110, said Deed Records, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with a plastic cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) from which an iron rod with a cap found for a salient corner in the easterly line of said 1215.843 acre tract, common to a re-entrant corner of a called 19.274 acre tract of land conveyed to Ramon L. Carvajal, by deed of record in Volume 3484, Page 240, said Deed Records, bears N89°13'24"E, a distance of 123.36 feet and S01°34'34"E, a distance of 191.67 feet;

THENCE severing said 161.910 acre tract and said 1215.843 acre tract, the following Nineteen (19) courses:

1. S00°46'36"E, a distance of 1,362.99 feet to a capped iron rod set for corner;
2. N89°56'53"W, 571.23 feet to a capped iron rod set for corner;
3. S00°10'43"E, 137.80 feet to a capped iron rod set for corner;
4. S83°49'36"W, 132.57 feet to a capped iron rod set for corner;
5. N80°32'30"W, 346.82 feet to a capped iron rod set for corner;;
6. N68°34'23"W, 251.69 feet to a capped iron rod set for corner;
7. N86°29'52"W, 776.30 feet to a capped iron rod set for corner;;
8. N66°29'09"W, 334.67 feet to a capped iron rod set for corner;;
9. N05°16'12"W, 188.76 feet to a capped iron rod set for corner;
10. N27°34'41"E, 283.66 feet to a capped iron rod set for corner;
11. N39°48'27"E, 276.12 feet to a capped iron rod set for corner;
12. N52°05'48"E, 532.31 feet to a capped iron rod set for corner;;
13. N64°18'25"E, 204.35 feet to a capped iron rod set for corner;
14. N86°58'53"E, 246.41 feet to a capped iron rod set for corner;
15. S64°21'50"E, 204.03 feet to a capped iron rod set for corner;
16. N82°27'44"E, 256.22 feet to a capped iron rod set for corner;
17. N69°52'43"E, 400.17 feet to a capped iron rod set for corner;
18. N70°59'51"E, 270.55 feet to a capped iron rod set for corner;
19. S63°09'08"E, 147.66 feet to the POINT OF BEGINNING and containing 62.214 acres of land, more or less.

Unofficial

TRACT 5

Being 111.194 acres of land situated in the German Emigration Co., Abstract No. 356 and the J. Ragsdale Survey, Abstract No. 735, Collin County, Texas, being a part of that certain called 957.743 acre tract of land conveyed to Dynavest Joint Venture, by deed of record in Volume 2288, Page 114 of the Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 2-inch pipe post found in the East line of said 957.743 acre tract for the Southwest corner of a called 8.081 acre tract of land conveyed to Todd L. Blanks and Cassye C. Blanks, by deed of record in Document No. 20130410000485330 of the Official Public Records of Collin County, Texas, same being the Northwest corner of a called 27.30 acre tract of land conveyed to Pair of Dice Properties, LLC by instrument of record in Document No. 20181102001367960 of the Official Public Records of Collin County, Texas;

THENCE severing said 957.743 acre tract of land, the following Seven (7) courses and distances:

1. N90°00'00"W a distance of 403.05 feet to a capped iron rod set for a point of curvature;
2. Along a tangential curve to the left, having a radius of 1500.00 feet, an arc length of 308.23 feet, a central angle of 11°46'25", and a chord which bears S84°06'48"W a distance of 307.69 feet to a capped iron rod set for a point of tangency;
3. S78°13'34"W a distance of 577.26 feet to a capped iron rod set;
4. N00°30'19"E, a distance of 3950.59 feet to a capped iron rod set, from which a 5/8-inch iron rod found for an angle point in the north line of the 957.743 acre tract, same being the southwest corner of a called 69.84 acre tract of land conveyed to Cow Mountain Investors, L.P. by deed of record in Document No. 2004-0022627, recorded in Volume 5608, Page 1493 of the Official Public Records of Collin County, Texas bears, N00°30'19"E, a distance of 300.13 feet;
5. N86°48'50"E a distance of 1289.24 feet to a capped iron rod set;
6. S03°11'10"E a distance of 632.52 feet to a capped iron rod set;
7. S89°27'53"W a distance of 116.62 feet to a 1/2-inch iron rod found for an angle point in the East line of said 957.743 acre tract, same being the Northwest corner of said 10.009 acre tract of land;

THENCE S00°17'11"E (record - S01°11'07"E), with the East line of the 957.743 acre tract, same being the West line of said 10.009 acre tract of land, the West line of that certain called 4.71 acre tract of land conveyed to Scott Craven, by instrument of record in Document No. 20160628000816550 of the Official Public Records of Collin County, Texas, the West line of that certain called 4.71 acre tract of land conveyed to Linda J. Montgomery by deed of record in Volume 2555, Page 856 of the Deed Records of Collin County, Texas, the West line of that certain called 5.252 acre tract of land conveyed to Raymond Edward Robinett, by deed of record in Volume 4677, Page 2009 of the Deed Records of Collin County, Texas, the West line of that certain called 3.524 acre tract of land conveyed to James Stephen Forgey, by deed of record in Volume 4677, Page 2013 of the Deed Records of Collin County, Texas, the West line of that certain called 6.997 acre tract of land conveyed to Melvin Lynn Robinett, by instrument of record in Document No. 20181126001444810 of the Official Public Records of Collin County, Texas, further described in Volume 4677, Page 2005 of the Deed Records of Collin County, Texas, the West line of that certain tract of land conveyed to Dana L. Klahr, passing at a distance of 424.78 feet a 3/8-inch iron rod found for the Southwest corner of said 10.009 acre tract of land and the Northwest corner of said Craven 4.71 acre tract of land, passing at a distance of 661.91 feet the

Exhibit

Southwest corner of said Craven 4.71 acre tract of land and the northwest corner of said Montgomery 4.71 acre tract of land, passing at a distance of 853.92 feet a 1/2-inch iron rod found for the Southwest corner of said Montgomery 4.71 acre tract of land and the Northwest corner of said 5.252 acre tract of land, passing at a distance of 1494.06 feet a 3/8-inch iron rod found for the Southwest corner of said 6.997 acre tract of land and the Northwest corner of said Klahr tract of land, continuing for a total distance of 1724.68 feet (record - 1724.68 feet) to a capped iron rod set at an angle point in the East line of the 957.743 acre tract, same being an angle point in the West line of said Klahr tract of land;

THENCE S00°56'38"E (record - S02°12'34"E), continuing with the East line of the 957.743 acre tract and the West line of said Klahr tract of land, the West line of that certain called 6.000 acre tract of land conveyed to Roy E. McGill, by instrument of record in Document No. 96-0069953 of the Official Public Records of Collin County, Texas, the West line of that certain called 6.09 acre tract of land conveyed to Larry Lemay, by deed of record in Volume 5415, Page 5914 of the Official Public Records of Collin County, Texas, the West line of that certain tract of land conveyed to Richard Dotter and Deanna L. Dotter, the West line of that certain called 8.07 acre tract of land described as Tract 1 in the deed to Tommy E. Poole and Marian L. Poole, by instrument of record in Document No. 20150413000411390 of the Official Public Records of Collin County, Texas, the West line of said 8.081 acre tract of land a distance of 1515.66 feet to the POINT OF BEGINNING and containing 111.194 acres of land.

TRACT 4

Being 132.077 acres of land situated in the German Emigration Co., Abstract No. 356, J. Ragsdale Survey, Abstract No. 735, and H. Cochran Survey, Abstract No. 191, Collin County, Texas and being a part of that certain called 957.743 acre tract of land conveyed to Dynavest Joint Venture, by deed of record in Volume 2288, Page 114 of the Deed Records of Collin County, Texas and being more particularly described by mete and bounds as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "Landpoint" in the East line of said 957.743 acre tract, from which a 5/8-inch iron rod found for an angle point in the East line of the 957.743 acre tract, same being common to the Southwest corner of said 69.84 acre tract conveyed to Cow Mountain Investors, L.P., by Document No. 2004-0022627, recorded in Volume 5608, Page 1493 of the Official Public Records of Collin County, Texas, bears N00°30'19"E, a distance of 737.06 feet:

THENCE severing through the 957.743 acre tract with the following seventeen (17) courses and distances;

1. S00°30'19"W a distance of 3513.67 feet to a 5/8-inch capped iron rod with plastic cap stamped "Landpoint" set (herein referred to as capped iron rod set) for the Southeast corner;
2. S78°13'34"W a distance of 576.98 feet to a capped iron rod set for a point of curvature;
3. Being a tangential curve to the right, having a radius of 1809.09 feet, an arc length of 310.55 feet, a delta angle of 09°50'07", and a chord which bears S84°07'46"W a distance of 310.17 feet to a capped iron rod set for a point of tangency;
4. N89°56'16"W, a distance of 755.56 feet to a capped iron rod set;
5. N00°21'31"E, a distance of 1261.95 feet to a capped iron rod set;
6. N89°29'16"W, a distance of 320.42 feet to a capped iron rod set;
7. N39°50'51"E, a distance of 259.01 feet to a capped iron rod set;
8. N09°32'29"W, a distance of 284.82 feet to a capped iron rod set;

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9. N19°59'27"W, a distance of 234.69 feet to a capped iron rod set;
10. N14°10'38"E, a distance of 222.02 feet to a capped iron rod set;
11. N44°57'08"E, a distance of 380.32 feet to a capped iron rod set;
12. N53°50'50"E, a distance of 149.44 feet to a capped iron rod set;
13. N43°26'23"E, a distance of 290.60 feet to a capped iron rod set;
14. N25°58'47"E, a distance of 474.99 feet to a capped iron rod set;
15. N01°16'31"W, a distance of 301.12 feet to a capped iron rod set;

16. N06°26'22"W, a distance of 337.90 feet to a capped iron rod set;
17. N46°09'06"E, a distance of 73.65 feet to a calculated point;

THENCE S79°22'51"E along the South line of a reserved future 12.00 acre tract, a distance of 1092.48 feet the POINT OF BEGINNING and containing 132.077 acres of land.

TRACT 3A AND 3B

TRACT 1

Being 82.024 acres of land situated in the German Emigration Co. Survey, Abstract No. 356 and the J. Ragsdale Survey, Abstract No. 735, Collin County, Texas, being a part of that certain called 957.743 acre tract of land described in the deed to Dynavest Joint Venture, recorded in Volume 2288, Page 114, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the Southernmost Southeast corner of the tract being described herein at a 5/8-inch capped iron rod with a plastic cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) from which a railroad spike found in the approximate centerline of County Road 9 for the Southeast corner of said 957.743 acre tract, same being the Southwest corner of that certain called 108.150 acre tract of land described in the deed to Horizon Celina Partners, LLC, recorded in Document No. 20200228000289210, Official Public Records, Collin County, Texas, bears N89°45'00"E, a distance of 1628.38 feet and S01°26'09"E, a distance of 60.01 feet;

THENCE crossing through the 957.743 acre tract of land, the following Nine (9) courses and distances:

1. S89°45'01"W, a distance of 845.00 feet to a capped iron rod set for corner;
2. N00°16'35"W, a distance of 635.46 feet to capped iron rod set for a point of curvature;
3. With said curve to the right, an arc length of 298.15 feet, a delta angle of 31°35'55", a radius of 540.62 feet and a chord that bears N15°31'23"E, a distance of 294.39 feet to a capped iron rod set for a point of tangency;
4. N30°48'09"E, a distance of 173.57 feet to a capped iron rod set for a point of curvature;
5. Along a tangential curve to the left, an arc length of 134.26 feet, a delta angle of 30°54'32", a radius of 248.88 feet and a chord that bears N15°25'13"E, a distance of 132.64 feet to a capped iron rod set at the end of said curve;
6. N00°02'03"W, a distance of 1911.10 feet to a capped iron rod set for the Northwest corner of said tract herein described and being in the South line of a future right-of-way dedication;
7. N78°13'34"E, a distance of 373.81 feet to a capped iron rod set for a point of curvature;
8. Along a tangential curve to the right, an arc length of 287.68 feet, a delta angle of 11°46'25", a radius of 1400.00 feet and a chord that bears N84°06'48"E, a distance of 287.17 feet to a capped iron rod set at the end of said curve;

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9. N90°00'00"E, a distance of 404.69 feet to a capped iron rod set in an East line of said 957.743 acre tract, same being the West line of that certain called 27.30 acre tract of land described in the deed to Pair of Dice Properties, LLC, recorded in Document No. 20181102001367960, Official Public Records, Collin County, Texas, from which a 2-inch pipe post found for the Northwest corner of said 27.30 acre tract of land, common to the Southwest corner of that certain called 8.081 acre tract of land described in the deed to Todd L. Blanks and Cassye C. Blanks, recorded in Document No. 20130410000485330, Official Public Records, Texas, bears N00°56'38"W, a distance of 100.01 feet;

THENCE S00°56'38"E, with the East line of the 957.743 acre tract, same being the West line of said 27.30 acre tract of land and the West line of said 108.150 acre tract for a total distance of 1335.67 feet to a capped iron rod set for corner, same being the westernmost Southwest corner of said 108.150 acre tract of land;
THENCE N88°16'05"E, a distance of 416.39 feet to a capped iron rod set for the a point of curvature from which a capped iron rod stamped "Peiser & Mankin" found for a corner of said 957.743 acre tract bears N88°16'05"E, a distance of 731.16 feet;
THENCE crossing through the 957.743 acre tract of land, the following Four (4) courses and distances:

1. Along a non-tangential curve to the left having an arc length of 861.56 feet, a delta angle of 42°33'17", a radius of 1160.00 feet and a chord that bears S21°16'39"W, a distance of 841.89 feet to a capped iron rod set for the point of tangency;
2. S00°00'00"E, a distance of 445.31 feet to a capped iron rod set for the easternmost Southeast corner of the tract herein described;
3. N90°00'00"W, a distance of 422.27 feet to a capped iron rod set for corner;
4. S10°23'53"W, a distance of 667.45 feet to the POINT OF BEGINNING and containing 82.024 acres of land.

LEGAL DESCRIPTION (CONTINUED)
TRACT 2
Being 38.765 acres of land situated in the German Emigration Co., Abstract No. 356 and the J. Ragsdale Survey, Abstract No. 735, Collin County, Texas, being a part of that certain called 957.743 acre tract of land described in the deed to Dynavest Joint Venture, recorded in Volume 2288, Page 114, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows:
BEGINNING at the Southeast corner of the tract being described herein at a 5/8-inch capped iron rod with a plastic cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) in the East line of said 957.743 acre tract and the West line of that certain called 108.150 acre tract of land described in the deed to Horizon Celina Partners, LLC, recorded in Document No. 20200228000289210, Official Public Records, Collin County, Texas, from which a railroad spike found in the approximate centerline of County Road 9 for the Southeast corner of said 957.743 acre tract of land, same being the Southwest corner of said 108.150 acre tract of land, bears S01°26'09"E, a distance of 60.01 feet;
THENCE crossing through the 957.743 acre tract of land, the following Six (6) courses and distances:

1. S89°45'01"W, a distance of 614.98 feet to a capped iron rod set for corner;
2. N86°27'05"W, a distance of 150.95 feet to a capped iron rod set for corner;

Unofficial

3. S89°45'01"W, a distance of 150.00 feet to a capped iron rod set for corner;
4. N45°07'30"W, a distance of 70.56 feet to a capped iron rod set for corner;
5. N00°00'00"E, a distance of 1038.90 feet to a capped iron rod set for a point of curvature;
6. Along a tangential curve to the right, an arc length of 897.05 feet, a delta angle of 49°25'14", a radius of 1040.00 feet and a chord that bears N24°42'37"E, a distance of 869.50 feet to a capped iron rod set at the end of said curve in a North line of said 957.743 acre tract of land, same being a South line of said 108.150 acre tract of land;

THENCE N88°16'05"E, with the North line of said 957.743 acre tract of land, same being the South line of said 108.150 acre tract of land, a distance of 553.11 feet to a capped iron rod stamped "Peiser & Mankin" found for corner;
THENCE S01°29'07"E, with the East line of said 957.743 acre tract of land, same being the West line of said 108.150 acre tract of land, a distance of 1901.93 feet to the POINT OF BEGINNING and containing 38.765 acres of land.

TRACT 10B

Being a 292.217 acre tract of land situated in the James Cumba Survey Abstract-242, the Joab Biggs Survey Abstract-51, the John Davis Survey Abstract-254, and the Elias Alexander Survey Abstract-19, Collin County, Texas and being a portion of that certain called 579.400 acre tract of land, described as Tract II, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 119, Deed Records of Collin County, Texas and being more particularly described by metes and bounds and follows:
BEGINNING at a 5/8-inch iron rod with a plastic cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) for the Northwest corner of the tract herein described in the North line of said 579.400 acre tract of land, same being the south line of a remainder of that certain called 100 acre tract of land as conveyed to Marvin L. Bunch or Linda K. Rogers, Trustee of the Bunch Living Trust by Document Number 2005-0011263, recorded in Volume 5843, Page 1119, Official Public Records of Collin County, Texas;
THENCE S89°30'00"E, with the North line of said 579.400 acre tract of land, same being the South line of said remainder of the called 100 acre tract, a distance of 2297.55 feet to a point at the Northeast corner of the herein described tract, and being in the East line of that certain called 1215.843 acre tract of land as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 110, Deed Records of Collin County, Texas, and also being in the centerline of Elm Creek;
THENCE with the East line of said 579.400 acre tract of land and the West line of said 1215.843 acre tract of land, and the meanders of the centerline of said Elm Creek, the following twenty-three (23) calls:

1. S00°54'05"W, a distance of 160.44 feet to a capped iron rod set;
2. S36°05'31"E, a distance of 124.81 feet to a capped iron rod set;
3. S07°19'29" W, a distance of 553.21 feet to a capped iron rod set;
4. S80°56'00"W, a distance of 362.90 feet to a capped iron rod set;
5. S38°15'13"W, a distance of 332.04 feet to a capped iron rod set;
6. S10°04'32"W, a distance of 271.51 feet to a capped iron rod set;
7. S54°06'16"W, a distance of 181.55 feet to a capped iron rod set;
8. S08°28'11"W, a distance of 147.80 feet to a capped iron rod set;

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9. S62°40'31”E, a distance of 153.52 feet to a capped iron rod set;
10. S20°47'48”E, a distance of 346.98 feet to a capped iron rod set;
11. S56°54'41”E, a distance of 296.19 feet to a capped iron rod set;
12. S16°45'56”E, a distance of 55.79 feet to a capped iron rod set;
13. S16°19'39”W, a distance of 277.69 feet to a capped iron rod set;
14. S12°42'42”E, a distance of 196.66 feet to a capped iron rod set;
15. S28°28'44”E, a distance of 123.07 feet to a capped iron rod set;
16. S00°00'00”E, a distance of 190.89 feet to a capped iron rod set;
17. S34°19'04”E, a distance of 209.63 feet to a capped iron rod set;
18. S19°17'22”W, a distance of 395.03 feet to a capped iron rod set;
19. S09°24'41”W, a distance of 333.41 feet to a capped iron rod set;
20. S13°59'33”E, a distance of 234.35 feet to a capped iron rod set;
21. S47°40'23”W, crossing through that certain remainder of a called 218.360 acre tract of land described as Tract No. 1 as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 125, Deed Records of Collin County, Texas, a distance of 264.27 feet to a capped iron rod set;
22. S16°59'14”W, continuing through said remainder of called 218.360 acre tract of land, a distance of 348.90 feet to a capped iron rod set;
23. S07°47'51”W, a distance of 499.92 feet to a capped iron rod set;

THENCE S15°12'20”W, departing the centerline of said Elm Creek, continuing with the East line of said 579.400 acre tract of land and the West line of said 1215.843 acre tract of land, a distance of 1659.85 feet to a capped iron rod set;
THENCE S33°44'35”W, continuing with the East line of said 579.400 acre tract of land and the West line of said 1215.843 acre tract of land, a distance of 215.20 feet to a capped iron rod set;
THENCE S56°45'49”W, continuing with the East line of said 579.400 acre tract of land and the West line of said 1215.843 acre tract of land, a distance of 314.03 feet to a capped iron rod set in the North line of Farm-to-Market Road 455 (variable width right-of-way), described as Parcel 1, as conveyed to the State of Texas by Document Number 2005-0062934, recorded in Volume 5917, Page 591, Official Public Records of Collin County, Texas;
THENCE with the South line of said 579.400 acre tract of land and the North line of said Farm-to-Market Road 455, the following six (6) calls:

1. S87°25'43”W, a distance of 84.55 feet to a capped iron rod set;
2. N89°00'54”W, a distance of 83.16 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;
3. An arc distance of 150.44 feet with said non-tangential curve to the right, with a radius of 1545.00 feet, a central angle of 05°34'44”, and having a Chord Bearing of N86°11'32”W, a chord distance of 150.38 feet to a capped iron rod set;
4. N83°24'10”W, a distance of 111.05 feet to a capped iron rod set;
5. S06°40'13”W, a distance of 10.03 feet to a capped iron rod set where Farm-to-Market Road 455 changes from a variable width right-of-way to a 90 foot wide right-of-way;
6. N83°19'47”W, a distance of 339.20 feet to a capped iron rod set;

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THENCE departing the South line of said 579.400 acre tract of land and the North line of said Farm-to-Market Road 455, and crossing through said 579.400 acre tract of land the following three (3) calls:

1. N00°03'01"W, a distance of 1661.21 feet to a capped iron rod set for an interior ell corner of the herein described tract;
2. S89°57'41"W, a distance of 147.08 feet to a capped iron rod set;
3. N00°26'51"E, a distance of 5386.54 feet to the POINT OF BEGINNING and containing 292.217 acres of land, more or less.

TRACT 22

BEING a 253.446 acre tract of land situated in the JOAB H. BIGGS SURVEY, ABSTRACT No. 51, the J.R. WORRALL SURVEY, ABSTRACT No. 1036, the HENRY COCHRAN SURVEY, ABSTRACT No. 192, the STILLMAN B. RICE SURVEY, ABSTRACT No. 1054, and theJ. F. SMILEY SURVEY, ABSTRACT No. 869, Collin County, Texas, being a part of a called 161.910 acre tract of land described as Tract No. 2, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 125, Deed Records of Collin County, Texas, a part of a called 1215.843 acre tract of land, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 110, said Deed Records, a part of a called 218.360 acre tract of land described as Tract No. 1, as conveyed to Dynavest Joint Ventures by deed of record in Volume 228, Page 125, said Deed Records, and being more particularly described as follows:

COMMENCING at an iron pipe found for the Southeast corner of said 161.910 acre tract, common to a saliant corner in the West line of a called 66.862 acre tract of land described as Tract 1, as conveyed to Pilatus Investments, LLC, by deed of record in Instrument No. 20210325000596590, Official Public Records of Collin County, Texas, and in the Northerly line of a called 174.64 acre tract of land described as Tract 5, as conveyed to Ownsby 1880 Farms, LTD, by deed of record in Volume 4332, Page 1047, Real Property Records of Collin County, Texas;

THENCE S 88° 58' 02"W, with the southerly line of said 161.910 acre tract and the Northerly line of said 174.64 acre tract, a distance of 2614.03 feet;

THENCE N 01° 01'58"W, crossing said 161. 9-10 acre teact, a distance of 60.00 feet to a 5/8" iron rod with a cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) for the POINT OF BEGINNING;

THENCE severing said 161.910 acre tract, said 218.360 acre tract and said 1215.843 acre tract, the following Twenty-Five (25) courses:

1. N 48° 16' 07" W, a distance of 128.45 feet to a capped iron rod set for comer;

2. N 62° 05' 55" W, a distance of 200.31 feet to a capped iron rod set for comer;

3. N 78° 37' 43" W, a distance of 82.86 feet to a capped iron rod set for corner;

4. N 18° 32' 00" W, a distance of 94.43 feet to a capped iron rod set for corner;

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5. N 45° 58' 25" W, a distance of 255.39 feet to a capped iron rod set for corner;

6. N 74° 35' 45" W, a distance of 381.30 feet to a capped iron rod set for corner;

7. N 29° 24' 52" W, a distance of 71.89 feet to a capped iron rod set for corner;

8. S 89° 41' 03" W, a distance of 122.42 feet to a capped iron rod set for corner;

9. N 66° 38' 57" W, a distance of 161.92 feet to a capped iron rod set for corner;

10. S 89° 51' 59" W, a distance of 121.20 feet to a capped iron rod set for corner;

11. N 57° 41' 55" W, a distance of 120.01 feet to a capped iron rod set for corner;

12. N 10° 38' 25" E, a distance of 93.91 feet to a capped iron rod set for corner;

13. N 40° 26' 42" W, a distance of 269.59 feet to a capped iron rod set for corner;

14. N 30° 19' 49" W, a distance of 261.44 feet to a capped iron rod set for corner;

15. N 63° 35' 44" W, a distance of 280.75 feet to a capped iron rod set at the beginning of a tangential curve to the right;

16. Northeasterly along said curve to the right having a radius of 2446.30 feet, a delta angle of 68° 56' 32", an arc length of 2,943.56 feet, a chord beating of N 55° 35' 03"E and distance of 2769. 17 feet to a capped iron rod set at the point of tangency;

17. S 89° 56' 41" E, a distance of 1,839.22 feet to a capped iron rod set for corner;

18. S 86° 08' 05" E, a distance of 150.49 feet to a capped iron rod set for corner;

19. S 89° 56' 41" E, a distance of 150.02 feet to a capped iron rod set for corner;

20. S 45° 21' 38" E, a distance of 71.22 feet to a capped iron rod set for corner
;
21. S 00° 46' 36" E, a distance of 140.02 feet to a capped iron rod set for corner;

22. S 04° 35' 12" E, a distance of 150.49 feet to a capped iron rod set for corner;

23. S 00° 46' 36" E, a distance of 1,081.73 feet to a capped iron rod set for corner;

24. S 02° 06' 34" E, a distance of 1,488.16 feet to a capped iron rod set for corner in the Southerly line of said 161.910 acre tract and the Northerly line of said 174.64 acre tract;

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24. S 88° 58' 02" W, with the Southerly line of said 161.910 acre tract and the Northerly line of said 174.64 acre tract a distance of 2552.89 feet the POINT OF BEGINNING and containing 253.446 acres of land.

TRACT 2

Being 128.578 acres of land situated in the German Emigration Co. Survey, Abstract No. 356, and the J. Ragsdale Survey, Abstract No. 735, in Collin County, Texas and being a part of that certain called 957.743 acre tract of land described in the deed to Dynavest Joint Venture, recorded in Volume 2288, Page 114, Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the Westernmost Southwest corner of the tract being described herein at a 5/8-inch capped iron rod with plastic cap stamped "Landpoint" set (herein referred to as capped iron rod set) in the West line of said 957.743 acre tract, same being the East right-of-way line of the North Texas Tollway Authority County Road Parcel 42-9 NBSR-1 as conveyed by instrument of record in Document No. 20200720001126930 of the Official Public Records of Collin County, Texas, from which a 5/8-inch iron rod with aluminum cap stamped "North Texas Tollway Authority" bears S05°27'53"W, a distance of 417.39 feet;
THENCE with the West line of the 957.743 acre tract, same being the East right-of-way line of said North Texas Tollway Authority County Road Parcel 42-9 NBSR-1 the following Two (2) courses and distances:

1. Along a curve to the left, having a radius of 5929.99 feet, an arc length of 308.32 feet, a delta angle of 02°58'44", and a chord which bears N01°57'30"E, a distance of 308.29 feet, to a 5/8-inch iron rod with aluminum cap stamped "North Texas Tollway Authority" for a point of tangency;
2. THENCE N00°24'19"E, a distance of 595.52 feet to a capped iron rod set for the Westernmost Northwest corner of said tract herein described, same being the Southwest corner of a corner clip for a future right-of-way dedication, from which a 5/8-inch iron rod with aluminum cap stamped "North Texas Tollway Authority" bears N00°24'19"E, a distance of 7385.72 feet;

THENCE crossing through the 957.743 acre tract with the following Eleven (11) courses and distances:

1. N45°14'02"E, a distance of 56.74 feet to a capped iron rod set at the Northernmost Northwest corner of said tract herein described, same being the Northeast corner of a corner clip for said future right-of-way dedication;
2. S89°56'16"E, a distance of 260.00 feet to a capped iron rod set;
3. N86°15'59"E, a distance of 151.05 feet to a capped iron rod set;
4. S89°56'16"E, a distance of 1334.85 feet to a capped iron rod set for a point of curvature;
5. Along a tangential curve to the left, having an arc length of 329.48 feet, a delta angle of 09°53'18", a radius of 1909.09 feet, and a chord that bears N84°07'47"E, a distance of 329.07 feet, to a capped iron rod set for a point of tangency;
6. N78°13'34"E, a distance of 781.28 feet to a capped iron rod set for the Northeast corner of said tract herein described;

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7. S00°02'03"E, a distance of 1911.10 feet to a capped iron rod set for a point of curvature;
8. Along a tangential curve to the right, an arc length of 133.64 feet, a delta angle of 30°45'52", a radius of 248.88 feet and a chord that bears S15°20'53"W, a distance of 132.04 feet to a capped iron rod set for a point of tangency;
9. S30°48'09"W, a distance of 174.19 feet to a capped iron rod set for a point of curvature;
10. Along a tangential curve to the left, an arc length of 298.15 feet, a delta angle of 31°35'55", a radius of 540.62 feet and a chord that bears S15°31'23"W, a distance of 294.39 feet to a capped iron rod set for a point of tangency;
11. S00°16'35"E, a distance of 635.47 feet to a capped iron rod set for the Southeast corner of said tract herein described, and being in the North line of a future right-of-way dedication;

THENCE S89°45'01"W, along the South line of said tract herein described and the North line of said future right-of-way dedication, a distance of 1304.07 feet to a capped iron rod set for the Southernmost Southwest corner of said tract herein described;
THENCE crossing through the 957.743 acre tract with the following Two (2) courses and distances:

1. N00°0000"E, a distance of 1958.28 feet to a capped iron rod set;
2. N89°35'43"W, a distance of 1390.05 feet to the POINT OF BEGINNING and containing 128.578 acres of land.

TRACT 11C

Being that certain 38.634 tract of land situated in the Jonathan Howard Survey, Abstract-442, the John Davis Survey, Abstract-254, and the William P. Allen Survey, Abstract-24, all in Collin County, Texas, being a part of that certain 100.474 acre tract of land described in the deed to Dynavest Joint Venture recorded in Volume 2288, Page 119, Deed Records, Collin County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at a 5/8-inch iron rod with a plastic cap stamped "Landpoint" set (herein referred to as capped iron rod set) in the North line of said 100.474 acre tract, same being in the West line of a 947.705 acre tract of land described to Jody Furlong Lawler recorded in Instrument No, 20180828001079900 of the Official Public Records of Collin County, Texas, from which a 1/2-inch iron rod found at the Northeast corner of said 100.474 acre tract bears, S89°47'54"E a distance of 1191.68 feet;

THENCE S16°14'08"E, severing said 100.474 acre tract, a distance of 1248.38 feet to a capped iron rod set in the South line of said 100.474 acre tract, same being the north line of a remainder of 100 acre tract of described in the deed to Marvin L. Bunch, or Linda K. Rodgers, Trustee of the Bunch Living Trust recorded in Volume 5843, Page 1120 of the Deed Records of Collin County, Texas;

THENCE S89°50'48"W, with the South line or 100.474 acre tract, same being the North line of said remainder of 100 acre tract a distance of 1578.33 feet to a capped iron rod set for corner;

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THENCE N00°26’50”, severing said 100.474 acre tract, a distance of 1207.15 feet to a capped iron rod set, from which a found nail near the Northwest corner of the 100.474 acre tract bears, N89°47’54”W a distance of 1169.57 feet;

THENCE S89°47’54”E, with the North line of the 100.474 acre tract, same being the West line of the 947.705 acre tract a distance of 1219.89 feet to the POINT OF BEGINNING and containing 38.634 acres of land.

Unofficial

EXHIBIT B
TO
SUBORDINATE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEGACY HILLS RESIDENTIAL ADDITION

Certificate of Formation, Bylaws and other Organizational Documents of the Association

[NOT AVAILABLE AT THE TIME OF RECORDING]

Unofficial

EXHIBIT C
TO
SUBORDINATE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEGACY HILLS RESIDENTIAL ADDITION

Design Guidelines

SECTION 1.0 Applicable Zoning: The Applicable Zoning for the Property is hereby incorporated by reference into this **Exhibit C**, of the Subordinate Declaration of Covenants, Conditions and Restrictions for Legacy Hills Residential Addition. All design guidelines pertaining to Detached Dwellings under Applicable Zoning shall apply herein.

SECTION 2.0 LANDSCAPING:

Upon completion of each Dwelling, each Dwelling must comply with the landscaping requirements of any applicable ordinances of the City, the Applicable Zoning, the Declaration, Landscaping Design Guidelines and any Association rules, as may be promulgated, modified, supplemented and/or amended from time to time. Front yard trees shall generally be required in addition to street trees required under the Applicable Zoning. Required front yard trees shall be at least three inches (3") in diameter for all 50' Lots and 60' Lots and four inches (4") in diameter for all 40' Lots, measured four feet (4') above grade and not less than ten feet (10') in height measured from the base of the main trunk showing at grade at the time of planting. Trees and shrubs planted and /or installed on a Lot shall be from the City's approved plant list, as set forth in the Applicable Zoning or other ordinances of the City, and Lots shall be developed to include at least the following minimum landscaping:

(a) No fewer than two (2) front yard trees (minimum 3" caliper) and no fewer than four (4) five (5) gallon Shrubs and twelve (12) one (1) gallon shrubs shall be planted on any 50' Lots or 60' Lots.

(b) No fewer than one (1) front yard tree (minimum 4" caliper) and no fewer than three (3) five (5) gallon shrubs and eight (8) one (1) gallon shrubs shall be planted on any 40' Lots.

(c) At least one (1) tree shall be planted in the rear yard of each Lot.

(d) In addition to the requirements of Subparagraph (a), (b), or (c), above, whichever is applicable, no fewer than one (1) front yard tree, four (4) five (5) gallon shrubs, and twelve (12) one (1) gallon shrubs shall be planted within the secondary frontage of a corner Lot.

SECTION 3.0 FLAGS AND FLAGPOLES

3.1 The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas, School Flags; and (iii) an official or replica flag of any branch of the United States armed forces. No other types of flags, pennants, banners, kits or similar types of displays are permitted on a Lot if the display is visible from a street or Common Area.

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3.2 The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.

3.3 The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.

3.4 Any freestanding flagpole, or flagpole attached to a dwelling, shall be constructed of permanent, long-lasting materials. The materials used for the flagpole shall be harmonious with the dwelling, and must have a silver finish with a gold or silver ball at the top. The flagpole must not exceed three (3) inches in diameter.

3.5 The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record.

3.6 A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.

3.7 Only one flagpole will be allowed per Lot. A flagpole can either be securely attached to the face of the dwelling (no other structure) or be a freestanding flagpole. A flagpole attached to the dwelling may not exceed 4 feet in length. A freestanding flagpole may not exceed 20 feet in height. Any freestanding flagpole must be located in either the front yard or backyard of a Lot, and there must be a distance of at least 5 feet between the flagpole and the property line.

3.8 Any flag flown or displayed on a freestanding flagpole may be no smaller than 3' x 5' and no larger than 4' x 6'.

3.9 Any flag flown or displayed on a flagpole attached to the dwelling may be no larger than 3' x 5'.

3.10 Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have flagpole removed until Owner resolves the noise complaint.

3.11 The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by Owner. Flag illumination may not shine into another dwelling. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves complaint.

3.12 Flagpoles shall not be installed in Common Area or Common Property maintained by Declarant or the Association, except as may be installed by the Declarant and/or the Association.

Notice

2.13 All freestanding flagpole installations must receive prior written approval from the Committee.

SECTION 4.0 RELIGIOUS DISPLAYS

4.1 An Owner may display or affix on the entry to the Owner's or resident's Dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief.

4.2 If displaying or affixing of a religious item on the entry to the Owner's or resident's Dwelling violates any of the following covenants, The Association may remove the item displayed:

(1) threatens the public health or safety;
(2) violates a law;
(3) contains language, graphics, or any display that is patently offensive to a passerby;
(4) is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the Owner's or resident's Dwelling; or
(5) individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches

4.3 No Owner or resident is authorized to use a material or color for an entry door or door frame of the Owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the Association, Declaration or otherwise expressly approved by the Architectural Control Committee.

SECTION 5.0 CERTAIN ROOFING MATERIALS

5.1 The Owner requesting permission to install the Roofing Shingles will be solely responsible for accrediting, certifying and demonstrating to the Committee that the proposed installation is in full compliance with the roofing requirements of the Applicable Zoning.

5.2 Roofing Shingles shall be installed after receiving the written approval of the Committee.

5.3 Owners are hereby placed on notice that the installation of Roofing Materials may void or adversely other warranties.

SECTION 6.0 SOLAR PANELS

6.1 Solar energy devices, including any related equipment or system components (collectively, "Solar Panels") may only be installed after receiving the written approval of the Architectural Control Committee. In no event shall any Solar Panels be visible from any street located within or adjacent to the Property.

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6.2 The Committee may deny a request for the installation of Solar Panels if it determines that the placement of the Solar Panels, as proposed by the Lot Owner, will create an interference with the use and enjoyment of Lots by neighboring Owners.

6.3 Owners are hereby placed on notice that the installation of Solar Panels may void or adversely affect roof warranties. Any installation of Solar Panels which voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the Owner.

SECTION 7.0 ADDRESS BLOCKS

7.1 All address blocks shall be cast stone.

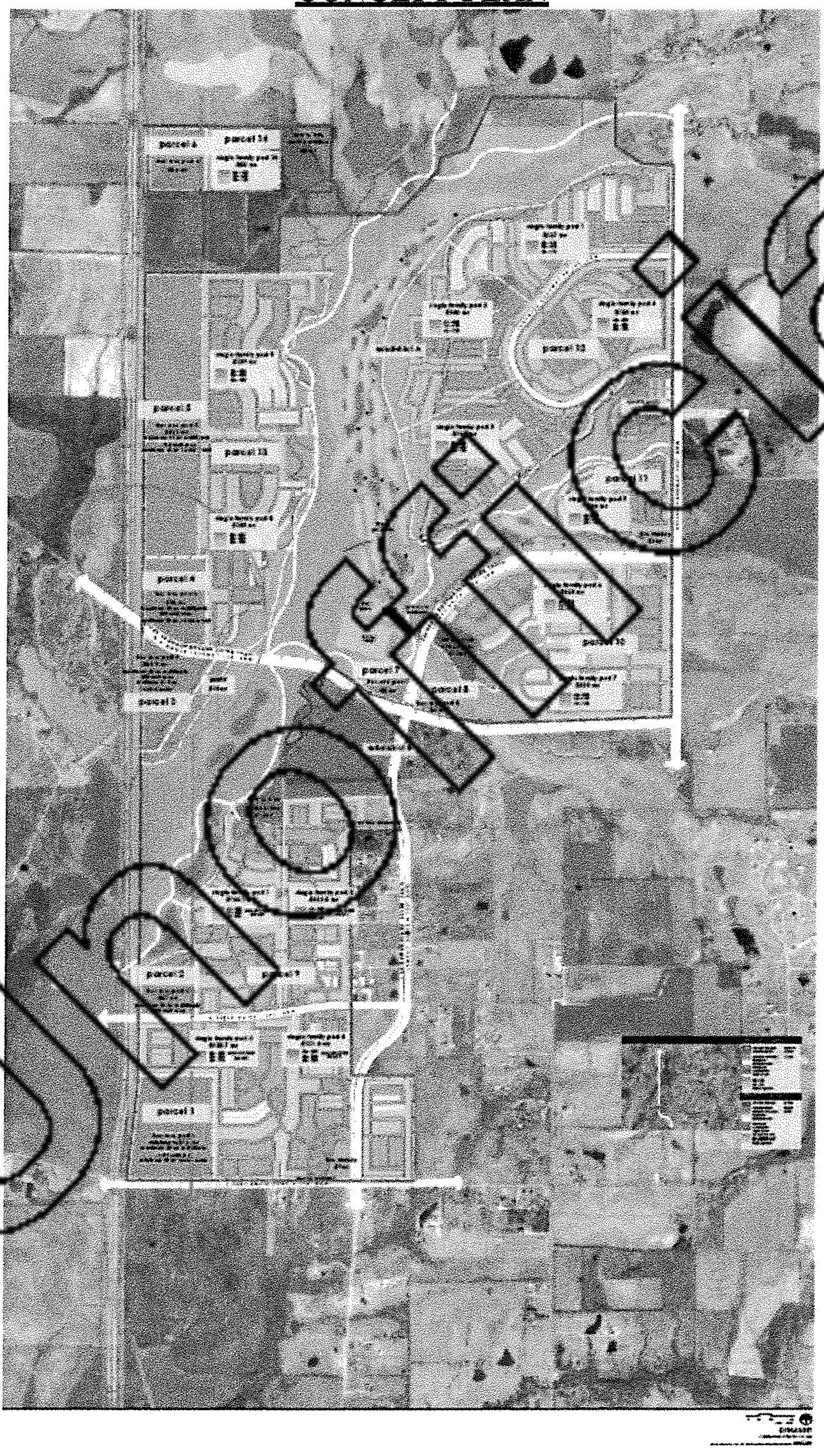
SECTION 8.0 SETBACKS

8.1 No improvement may be erected, altered, placed or permitted to remain on any Lot nearer to the front, side and rear property lines than the minimum distance of setback applicable for such Lot as set forth on the plat or in the Applicable Zoning.

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EXHIBIT D
TO
SUBORDINATE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEGACY HILLS RESIDENTIAL ADDITION

CONCEPT PLAN



Digitally Signed

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/04/2021 05:19:05 PM
$282.00 BVINCENT
20210804001575360

