DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHALK HILL

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

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHALK HILL HOMEOWNERS ASSOCIATION, INC. (as may be amended from time to time, the "Declaration") is made by, MM CHALK HILL, LLC, a Texas limited liability company ("Declarant").

WITNESSETH:

Declarant, as the owner of the real property described in **Exhibit A,** intends by recording this Declaration in the Official Public Records of Collin County, Texas, to create a general plan of development for 441± single-family home planned community known or to be known as "Chalk Hill" (the "Subdivision").

This Declaration provides for the overall development, administration, maintenance, and preservation of the real property now and hereafter comprising the Property (as hereinafter defined) and to establish architectural review and controls with respect to the Restricted Outparcels in accordance with the terms of as set forth in this Declaration and any amendment thereto. An integral part of the development plan is the creation of Chalk Hill Homeowners Association, Inc., a Texas non-profit corporation, or other named non-profit corporation formed to perform the duties of the "Association" hereunder, whose members shall be all owners of real property subject to this Declaration, to own, operate, and/or maintain various common areas and community improvements (herein referred to as the "Common Properties" and as more particularly defined below) and to administer and enforce the covenants, conditions, restrictions, and easements set forth in this Declaration.

Declarant further desires to provide for the preservation, administration, and maintenance of portions of Subdivision, and to protect the value, desirability, and attractiveness of the Property therein. As an integral part of the development plan, Declarant deems it advisable to create the Association to perform these functions and activities more fully described in this Declaration and the other Documents described below.

NOW, THEREFORE, Declarant hereby declares that the property described in **Exhibit A,** and any additional property which is subjected to this Declaration in the future in accordance with Article XIV of this Declaration, shall be owned, conveyed, used, occupied and otherwise encumbered subject to this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns.

Unofficial Document

ARTICLE I
DEFINITIONS

The terms used in this Declaration are intended to have their normal, commonly understood definitions, unless otherwise specified. In order to minimize repetition, avoid confusion, and explain key concepts, some terms are capitalized to indicate they have special definitions. Whenever used in capitalized form, those terms have the following meanings:

(a) "Architectural Control Committee" and/or "ACC" shall mean and refer to the architectural review body for the Property, as described in Article III. Throughout this Declaration the names Architectural Review Committee or "ARC", as well as Reviewer may be used interchangeably. Each of the titles regardless to context, refers to the Architectural Control Committee or "ACC."

(b) "Association" shall mean and refer to Chalk Hill Homeowners Association, Inc., a Texas non-profit corporation, or other non-profit corporation formed by the Declarant to perform the duties of the "Association" hereunder, and which shall have the right to enforce this Declaration.

(c) "Board of Directors" or "Board" shall mean and refer to the body selected as provided in this Declaration or the Bylaws, being responsible for the general governance and administration of the Association and this Declaration. The initial Board shall be those individuals set forth in the Certificate of Formation for the Association and, during the time the Declarant has the right to appoint all Directors to the Board, those person appointed by Declarant need not be Members, shall be anyone of the Declarant's choosing, and shall serve at the Declarant's pleasure; provided that prior to the date which is the earlier of (i) one hundred-twenty (120) days after seventy-five percent (75%) of the Lots have been sold to non-Declarant Owners, or (ii) ten (10) years from the date on which the Declaration is recorded, at least 1/3 of the directors serving on the Board shall be person(s) elected by a majority vote of Class A Members at a meeting of the members at which quorum is present, both classes together, called for this purpose. Each Director, other than Directors appointed by Declarant, shall be a Member and resident, or in the case of corporate or partnership ownership of a Lot, a duly authorized agent or representative of the corporate or partnership Owner. The corporate, or partnership Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors.

(d) "Builder" shall mean and refer to any person or entity who has acquired a Lot or Lots for the purpose of constructing a residence thereon for later sale to consumers.

(e) "Bylaws" shall mean and refer to the Bylaws of the Association, approved by the Board of Directors, as may be amended from time to time, a copy of which shall be filed with this Declaration or as a separate dedicatory instrument.

(f) "Common Properties" shall mean all real property (including improvements thereon) now or hereafter owned, leased or controlled by the Association, or to which the Association holds possessory or use rights, for the common use and enjoyment of the Owners (hereinafter defined) which may include, but is not limited to, such property as may be: (i) conveyed to the Association in fee simple title, (ii) leased to the Association, (iii) landscape or

DRAFT

maintenance easements granted or dedicated to the Association by plat or other written instrument, and (iv) any other real property or improvement the Association shall be required to maintain.

(g) "Community-Wide Standard" shall mean the standard of conduct, maintenance and appearance, including landscaping, generally prevailing throughout the Property or the minimum standards established pursuant to the Design Guidelines, Rules and by the Declarant during the initial stages and thereafter, the Board by resolution, the highest standard always being the goal and standard by which the Association shall be governed. Declarant initially shall establish such standard and the Association, through its Board, shall ensure that the Community-Wide Standard established by the Declaration for the Property shall continue after the termination or expiration of the Class B membership. The Community-Wide Standard may contain objective elements, such as specific lawn or house maintenance requirements, setbacks, location restrictions and subjective elements, such as matters subject to the Board's discretion. The Community-Wide Standard may or may not be in writing and is enforceable against Owners the same as any violation or non-compliance with the rules, regulations, this Declaration, or any other documents that governs the Association. The Community-Wide Standard may evolve as development progresses and as the Property changes. The Community-Wide Standard shall not fall below the level established for the Property as of the date the Class B membership terminates or expires.

(h) "County" shall mean and refer to Collin County, Texas, in which the Property is located, and elsewhere as the context may require.

(i) "Declarant" shall mean and refer to not only MM Chalk Hill, LLC, a Texas limited liability company, but also any successor, alternate or additional Declarant as appointed by MM Chalk Hill, LLC, as successor, alternate or additional Declarant by written instrument, filed of record in the office of the County Clerk, specifically setting forth that such successor, alternate or additional Declarant is to have, in whole or in part, together with MM Chalk Hill, LLC, the Declarant rights, duties, obligations and responsibilities for all or a specific portion or Phase of the Property. The term "Declarant" shall not include any person or entity that purchases a Lot from Declarant unless such purchaser is specifically assigned, by a separate recorded instrument, some or all of the Declarant rights under this Declaration as to the conveyed property.

(j) "Design Guidelines" shall mean and refer to the construction and design standards and guidelines adopted by the Declarant, and as may be amended in accordance with Article III, representing the minimum specifications for the construction of all residences, additions to such residences, and other improvements or modifications associated with each residence including, without limitation, other structures or improvements located on a residential Lot, and the minimum requirements for landscaping to be installed and maintained on each Lot. The Design Guidelines are an integral part of this Declaration and the development plan of the Property and/or Subdivision. The initial Design Guidelines are attached hereto as **Exhibit C**. All Builders and prospective Owners or those desirous of constructing a residence on a Lot are strongly encouraged to obtain a current copy of the Design Guidelines prior to preparing plans and specifications for submission to the ACC for approval.

(k) "Final Plat" shall mean, initially, the map or plat of the Property or any portion thereof and recorded in the Plat Records of Collin County, Texas, and any future recorded

subdivision maps or plats covering any portion of the Property or additional real property made subject to this Declaration, as such Final Plats may be amended from time to time.

(l) "Governing Documents" means, singly or collectively as the case may be, this Declaration, the Final Plat, the Bylaws, the Association's certificate of formation and/or articles, and the policies and rules of the Association, as any of these may be amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Governing Document is a part of that Governing Document. All Governing Documents are to be recorded in every county in which all or a portion of the Property is located. The Governing Documents are Dedicatory Instruments as defined in Texas Property Code Section 202.

(m) "Lot" shall mean and refer to any one (1) of the enumerated plots or tracts of land shown upon a Final Plat, and "Lots" shall mean and refer to more than one (1) of same; provided, however, Common Properties shall in no event be treated as "Lot" for purposes of this Declaration, and are hereby specifically excluded from the term "Lot" as used hereunder.

(n) "Member" shall mean and refer to a member of the Association, as described in Article VIII.

(o) "Owner" shall mean and refer to each and every person or business entity (whether one or more), including Declarant (so long as applicable), that is a record owner of a fee or undivided fee interest in any Lot; provided, however, that (i) the term "Owner" or "Owners" shall not include any person or entity who holds a bona fide lien or interest in a Lot as security merely for the performance of an obligation (specifically including, but not limited to, any mortgagee or trustee under a mortgage or deed of trust) unless and until such mortgagee, beneficiary or trustee has acquired title to such Lot pursuant to foreclosure or any proceeding in lieu thereof; and (ii) with respect to any matter requiring the vote, consent, approval or other action of an Owner, each Lot shall be entitled to only one (1) vote except as provided for in Section 8.2 and Section 15.6 herein.

(p) "Phase" shall mean and refer to each separately developed residential area or addition as set forth and more fully described on a Final Plat depicting real property that has been subjected to the Declaration. It is anticipated Chalk Hill will consist of at least three (3) phases notwithstanding, this does not take into account any changes prior to recording of the final plat or annexation of future property, if applicable.

(q) "Property" shall mean and refer to the real property described on **Exhibit A**, any improvements now or hereafter situated thereon, and any and all additional real property (and the improvements thereon) which Declarant hereafter subjects to this Declaration, in accordance with Article XIV hereof.

(r) "Supplemental Declaration" shall mean a recorded instrument which accomplishes one or more of the following purposes: (i) subjects' additional real property to this Declaration, or (ii) imposes, expressly or by reference, additional restrictions, covenants, easements and/or rights and obligations on the land described.

Unofficial

ARTICLE II
CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 2.1 Residential Use.

The Property shall be used for single-family residential purposes and home office only, and accessory uses. Home office refers to businesses such as tutoring, art or music lessons, other similar home offices that do not generate heavy or constant traffic, parking, or excessive deliveries. No building or other structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family residence per Lot, which residence may not exceed two and one-half (2-1/2) stories or 36-feet in height, and a private garage as provided in Section 2.3 below and in the Design Guidelines. Any building or structure to be placed or constructed on a Lot is subject to approval in writing by the ACC under Article III.

Section 2.2 Single-Family Use.

Except as otherwise provided in this Section2.2, (i) each single family residence may be occupied only by persons living and cooking together as a single housekeeping unit, together with any household employees, and (ii) except for families consisting of persons related by blood, adoption, or marriage (a "Family Unit"), no more than two persons per bedroom may occupy the same dwelling on a regular and consistent basis. Absolutely no short-term rentals of any kind are allowed including, but not limited to, VRBO's, Air B and B's, Vacation rentals, and Home swapping. Notwithstanding, the Board may consider allowing room for rent if circumstances warrant. An Owner must submit a request in writing providing explanation for request and must receive an approval in writing from the Board or the Managing Agent.

Section 2.2(a) Leasing.

During the Declarant Control Period, there shall be no rules, regulations, or limitations which shall apply to Declarant or Builders without the prior written consent of the Declarant. The Board of Directors may not adopt rules and regulations during the Declarant Control Period without the prior written consent of the Declarant. Any Lots or Homes sold by Declarant or Builders during the Declarant Control Period are excluded from all leasing restrictions and said exclusions shall be protected under a grandfather clause in the event any rules and regulations are adopted by the Board during the Declarant Control Period or adopted or amended by the Board after the Declarant Control Period expires. Notwithstanding, the exclusion does not run with the land therefore, should the excluded Owner sale the home all such exclusions shall become null and void and the new Owner shall be subject to all leasing rules and regulations which may exist or thereafter be established. After the Declarant Control Period, the Board of Directors may adopt and / or amend any leasing rules and regulations in place notwithstanding, at no time shall the Board be able to dissolve, repeal, or interfere with Owners protected under the exclusions and / or grandfather clause noted above. This section of the Declaration may not be amended at any time to lessen or remove the exclusions provided above. The Board may also grant variances to the leasing rules from time to time, when special and extenuating circumstances arise or at the Board's sole discretion. Owners should submit a written request or application to rent or lease their home along with a copy of the lease and tenant contact information.

Unofficial

Section 2.3 Garage Required.

Each residence shall have a minimum of two (2) enclosed parking spaces sufficient for parking two (2) normal sized vehicles side by side for each dwelling unit. The minimum garage setback for front entry garages shall be twenty (20) feet. Garages shall conform to the requirements set forth in this Declaration and in **Exhibit C**, Design Guidelines. The garage shall conform in design and materials with the main structure. No garage may be used for any purpose other than parking and storage of a vehicle or other small articles such as garbage and recycle containers. Garage doors should remain shut at all times when not in use.

Section 2.4 Driveways.

See **Exhibit C** for information on driveway requirements and restrictions. If a driveway acts as a separator to a sidewalk or walking path, vehicles should not park so as to have any portion of the vehicle resting over the end of the driveway closest to the street where a pedestrian would normally cross. Any violation of this rule shall be enforced as a safety issue in addition to a violation and could result in a report to local authorities as well as a notice of violation and possible fine for non-compliance.

Section 2.5 Uses Subject to Discretion or Prohibition.

(a) No temporary or permanent dwelling, shop, storage building, trailer or mobile home of any kind or any improvement of a temporary or permanent character shall be permitted on any Lot without the express written consent of the ACC except that the following shall be allowed without requiring ACC approval so long as they are low-lying structures that cannot be seen over the fence line at any time: (i) dog houses, small low lying greenhouses, small gardens notwithstanding, greenhouses and gardens may not have trellises and the fence may not be used a trellis. All other items, whether temporary or permanent must have the prior written approval of the ACC prior to placement or installation. Above ground pools of any kind are prohibited. Owners should not purchase or plan the installation of any item or structure without obtaining the prior written approval of the ACC.

Structures may not be placed on either side of the home and may not be visible from any front or side street without the prior written consent of the ACC. Builders or contractors may have temporary improvements (such as a sales office and/or construction trailer) on a given Lot during construction of the residence on that Lot or on a different Lot as agreed to between the Builder or contractor and Declarant and/or as otherwise set out in the Design Guidelines. All structures, whether temporary or permanent are subject to the approval of the ACC, including, but not limited to, allowances or stricter requirements for setbacks, height, placement, aesthetic appearance and use. As a general rule, structures desired for installation or placement such as children's playsets or play houses as well as attached or free-standing gazebos or pergolas should not exceed 2-feet to 2-1/2-feet over the top of the fence line. Attached structures may receive a greater height allowance than detached structures.

Draft

ALL modification requests, regardless of the type or nature of the request, are subject to the sole discretion of the ACC. No building material of any kind or character shall be placed or stored upon the Property until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed on the driveway or safely within the property lines of the Lot upon which the improvements are to be erected.

(b) As used in this Section, the term "vehicles" includes, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles. No vehicle of any size which transports flammable or explosive cargo may be kept or parked on the Property at any time, except for use by or on behalf of Declarant in connection with the development of the Property or by a builder or contractor in connection with the construction of improvements on a Lot.

As a general rule, the parking of vehicles on the street is strongly discouraged. In the event the community is gated or becomes gated on-street parking shall be prohibited. No vehicle may be parked or left upon any portion of a Lot except in a garage or on a driveway (i.e. parking on grass or on or over a sidewalk). Vehicles should not be parked on the driveway in such a way that safe passage of a pedestrian on a sidewalk that crosses over an Owner's driveway would be blocked or may force the pedestrian onto the street to go around. Owners violating this rule and creating a safety hazard for pedestrians is subject to being reported to the authorities and a fine for non-compliance.

At no time shall unlicensed and inoperable vehicles be allowed to park on the street or on a driveway. Any unlicensed or inoperable vehicle parked on the street is subject to towing and any unlicensed or inoperable vehicle parked on a driveway is subject to daily fines for each day the vehicle remains on the driveway or outside an enclosed garage unless a temporary variance or alternate means of concealment such as a tarp is approved by the Board or the Agent. Operative vehicles that are rarely driven or moved may be required to be covered by a tarp or parked within an enclosed garage. Sports utility vehicles and mini-vans (as such vehicles are commonly referred to, and as determined in the Board's discretion) and pick-up trucks without commercial writing or logos shall be treated as automobiles and may be parked outside of enclosed garages. Small commercial vehicles used as an Owner's sole source of transportation or which an Owner is required to keep in their possession at all times, may be allowed notwithstanding, written consent of the ACC is required and when possible, the vehicle must always be parked within an enclosed garage when not in use.

Without a written variance from the Board or the Agent, the following are never allowed to be parked within the community at any time except that the Board or the Agent may allow the temporary parking of such vehicles upon written request of the Owner for periods of not more than eight (8) hours at a time and for the sole purpose of loading, unloading, or minor cleaning: recreational vehicles, mobile homes, trailers, and campers. Trucks or any vehicle, regardless of its type or purpose, with tonnage in excess of (1) one ton, and commercial vehicles (including all vehicles with commercial lettering or logos) are prohibited. Absolutely NO semi-trucks (even semi cabs only), oversized trucks or vehicles, tow trucks (except for those onsite to tow a vehicle), car haulers, busses, or other vehicles of any kind are allowed within the community unless they are present for a very short time and are associated with a delivery or authorized service

Unofficial Document

such as, but not limited to, an approved ACC construction or modification, a community function or a transport vehicle where Owners and Occupants are being picked up or delivered or as the Board or the Agent shall otherwise authorize.

Excessive on-street parking creates congestion and an environment that can be unsafe especially for pedestrians and children at play. For this reason as well as others, strict rules shall apply and be enforced throughout the community including the Association's right to contract with a towing company to tow vehicles that are unlicensed and inoperable, create a safety hazard or nuisance, or any vehicle that violates parking rules and regulations set forth in this Declaration, adopted by the Board, or violates a city, state, or local transportation code, ordinance, or law. Owners are, therefore, put on notice, that prompt attention should be given to any violation notice sent or warning tag placed on a vehicle. Costs for towing a vehicle shall be at the sole expense of the Owner. The Association or the towing company assumes no liability for the vehicle, the towing costs, or any related damages or inconveniences which may arise as a result of the vehicle being towed. Additionally, Owners are hereby put on notice that enforcement of parking rules within a community can sometimes be challenging and difficult to uphold. Therefore, so long as the Board, the Agent, and/or the ACC have, with due diligence, addressed a parking issue or violation to the best of their ability, they shall be deemed to have performed their required functions and/or duties and no Owner may have the right to challenge or bring suit or accusation against the Board, the Agent, and/or the ACC. The Board, the Agent, and/or the ACC shall also retain the right to do nothing and turn any Owner, vehicle, or parking violation over to local authorities to review and enforce against the Owner of the vehicle as they deem necessary and appropriate.

This Section shall not apply to Builders and Contractors constructing a home on a Lot. Notwithstanding, all Builders and Contractors shall not, at any time, block roadways, driveways, mailboxes, alleys, or other public or private roads or passages within the community. Parking, for purposes of emergency vehicle repairs or to perform services and delivery for an Owner are excluded for the period(s) of time necessary to perform the services or make a delivery. Parking of normal sized vehicles for Owners belonging to police, fire, or any division of the military as well as other specialty divisions shall, at the sole discretion of the Board, be excluded from the parking rules set forth herein except that no vehicle may at any time block roadways, driveways, mailboxes, alleys, or other public or private roads or passages within the community. Any vehicle present to perform emergency functions of any kind is excluded from all parking rules during the time in which they are performing the emergency functions or service for which they were dispatched to perform.

(c) No animals or livestock including pigs, potbellied pigs, snakes, rodents, and other non-domesticated animals shall be raised, bred or kept on the Property for any purpose including, but not limited to, commercial purposes or for food. Dogs, cats or other usual and customary household pets may be kept for the purpose of providing companionship for the private family; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, constitute a nuisance or safety hazard to the occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may, at its sole discretion, remove or otherwise provide for the removal of the pet. Should the Owner refuse to remove the pet, the Owner may be subject to a fine up to $1,000.00 dependent upon the severity of the

Unofficial

violation. As long as Owner remains in non-compliance the Association shall exercise all other enforcements available against the Owner and his/her household including, but not limited to, suspension of use of any amenities located anywhere within the sub-division.

Notwithstanding anything contained herein to the contrary, the Board in its sole discretion and without incurring any further duty or obligation to owners and occupants within the Property may decide to take no action and refer complaining parties to the appropriate municipal or governmental authorities for handling and final disposition. Pets shall be kept on a leash or otherwise confined inside a fenced area whenever outside the dwelling. Owners with Special Needs Companions should present sufficient proof identifying the animal as a legitimate special needs companion. Owners with verified and approved Special Needs Companion Animals may be excluded from certain pet rules, regulations or restrictions. The Association shall use the ADA rules for special needs animals as its guide for what constitutes a special needs animal and what does not. Pets shall be registered, licensed and inoculated as required by law and must be properly tagged for identification. It is the Owner's responsibility to keep the front of their Lot clean and free of pet debris and to pick up and properly dispose of their pet's waste wherever deposited. Notwithstanding anything seemingly herein to the contrary, no more than three (3) household pets will be permitted on each Lot.

(d) No Lot or other area on the Property shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including, without limitation broken or rusty equipment, disassembled or inoperative cars, other vehicles or discarded appliances and furniture. Trash, garbage or other waste shall be kept in closed, sanitary containers. Trash containers must be stored out of sight except for the day of trash pickup and placed back out of sight after trash pickup by the end of the day. All incinerators or other equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on Lots during construction so long as construction progresses without undue delay.

(e) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any wall or window of a residence. All air-conditioning equipment must be installed in the rear yard, side yard or screened in a manner so as not to be seen.

(f) The erection, construction, placement or installation of any television, radio or other electronic tower, serial, antenna, satellite dish or device of any type for the reception or transmission of radio or television broadcast signals or other means of communication upon a Lot or upon any improvement thereon is prohibited, 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. The Board shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that reception of an acceptable signal would not be impaired or the cost of installation would not be unreasonably increased, an antenna permissible pursuant to the Declaration or the rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling

Unofficial

and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land-use and building regulations.

(g) No Lot or improvement thereon shall be used for commercial or manufacturing purposes of any kind other than a small home office. Nothing in this subparagraph shall prohibit a builder's use of a residence as a sales office until such builder's last residence on the Property is sold and closed. Nothing in this subparagraph shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as a small home office, tutoring or giving lessons such as art or music, so long as such activities are consistent with the residential character of the Property, do not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Property, as determined in the Board's discretion, and do not materially increase traffic, the number of cars parked on the street.

(h) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten feet (10') from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. Most corner lots shall be required to set the fence inside the property boundary at least five (5) feet or more and at least five (5) to ten (10) feet back from the front façade if visibility or line of sight may be impaired or limited. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(i) No building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon.

(j) No sign of any kind shall be displayed to the public view on any Lot without the express written consent of the ACC, except: (i) one (1) political sign for each candidate the Owner supports may be placed on the Lot no earlier than six (6) weeks prior to an election and which must be removed within two (2) weeks after the election for which such sign is displayed; (ii) no signs may be posted in the entry or exits into or leaving the community, in any common area, vacant lot, or model home.

Only one (1) professional security service sign of not more than one square foot. Signs advertising the property for rent, lease or sale shall require the prior written consent of the ACC and shall not be more than five square feet advertising the property for rent or sale during any period that the Lot actually is for rent or sale and must be professionally made. Handmade signs are not allowed. Signs used by the Declarant or a Builder to advertise the Property during the construction and sales period, each of which shall, in any event, comply with all statutes, laws or ordinances governing same shall not require prior approval notwithstanding, the Board of Directors or its agent shall have the right to remove or require the removal of any sign, billboard or other advertising structure that does not comply with the above, becomes a nuisance or an

Unofficial Document

eyesore due to disrepair, or blocks line of sight and in so doing shall not be subject to any liability for trespass or otherwise in connection with such removal.

(k) The drying of clothes in public view is prohibited. Clothes lines are prohibited. Hanging clothes over fences is prohibited.

(l) Wood used for fireplace, barbeque, or other use must be stacked neatly and screened from public view. The Owner is responsible for ensuring that such wood stack is kept free of rodents.

(m) No Owner shall perform, fail to perform, or permit anything to be done or not done on such Owner's Lot which would violate any laws, statutes, ordinances or regulations of any kind or character. The Board, the Agent, and/or the ACC shall have the authority to enact rules based on a Community Wide Standard or for any reason the Board, the Agent, and/or the ACC deems it necessary and appropriate may report violations to code enforcement and local authorities for assistance in abating the matter.

Section 2.6 Fences and Walls.

Any fence or wall must be constructed of brick, wood, wrought iron or other material approved by the Declarant or the ACC. No chain link fences are permitted except on the Common Properties or any school property. No vinyl or picket style fences are allowed. No fence or wall shall be permitted to extend nearer to any street than five (5) to ten (10) feet to the front of any residence, the ACC having sole discretion as to the minimum setback allowed from the front of the residence. However, all side yard fencing on corner Lots shall run parallel to the curb and must be placed at least five feet (5') inside the side Lot line and shall not extend beyond a point of five feet (5') behind the front of the residence on that side without written consent of the ACC. Fences or walls erected by Declarant shall become the property of the Owner of the Lot on which the same are erected and as such shall be maintained and repaired by such Owner except as is provided in Article IV and Article IX or at the sole discretion of the Board.

Any fence or portion thereof that faces a public street shall be so constructed so that all structural members and posts will be on the side of the fence facing away from the street so that they are not visible from any street. No portion of any fence shall extend more than six feet (6') in height without the written consent of the ACC. At any time the Association is required to provide periodic maintenance or repair to a fence or wall located on an Owner's property the Association shall be able to bill the costs to the Owner's account as a Special Individual Assessment and such cost shall be subject to collection by the Association the same as regular or any other Assessment.

Section 2.7 Building Materials.

The building materials to be used for each residence and other structure must conform to the requirements set out in **Exhibit C**, the Design Guidelines. Allowed roofing materials shall be set forth exclusively in the Design Guidelines. The color of roofing shall be consistent throughout the Subdivision and shall otherwise conform to the Design Guidelines.

Unofficial

Section 2.8 Mailboxes and Address Blocks.

Mailboxes shall be standardized throughout Chalk Hill and shall be constructed in accordance with the Design Guidelines. An address block shall be installed on the front facade of each residence. Mailboxes for Lots shall be cluster mailboxes of a standardized design approved 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 and shall be constructed in accordance with applicable Design Guidelines. 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 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." The Association does not provide or maintain keys for the cluster mailboxes. Owners shall be responsible for obtaining keys at time of purchase of home.

Section 2.9 Landscaping.

Each Builder of a residence upon each Lot shall, upon or before the first occupancy of a house, sod grass in the front and side yards, plant the minimum size and number of trees and minimum size and number of shrubs in the front yard against the foundation of the house as required by either the Design Guidelines. Thereafter, each Owner of a Lot shall have the responsibility to properly maintain such trees and landscaping and, if necessary, shall replace such trees or landscaping in accordance with the Design Guidelines. The Declarant and/or the Association shall have the right but not the obligation, to be exercised at its sole option, to remove and replace dead trees and landscaping and charge the costs thereof to the Owner's account as a Special Individual Assessment under Section 10.7 below.

Section 2.10 Design Guidelines.

In addition to any requirements set forth in this Declaration, all Owners are required to comply with the Design Guidelines in the construction of improvements within the Property and the installation, maintenance and replacement of trees and landscaping within the Property.

Section 2.11 **ORDINANCE NO. 2010-26.**

The Property and Lots are subject to an ORDINANCE NO. 2010-26 as recorded or to be recorded in the Official Public Records, of the City of Celina, Collin County, Texas as it exists or may be amended. If at any time the restrictions, rules, and / or building and design ordinances in Ordinance No. 2010-26 is higher than the standards set forth in this Declaration or its Design Guidelines, the higher standard shall always prevail.

ARTICLE III
ARCHITECTURAL CONTROL

Section 3.1 Review Authority.

(a) General. Declarant and the Association will, in all likelihood engage the services of third-party professionals including architects, engineers, or other persons to perform and administer the submission, review and inspection process which may be required or necessary under this Article. Declarant reserves the right to implement and enforce additional application, permitting, review, testing and inspection requirements and procedures not contained herein relating to national or uniform codes pertaining to building, electrical, plumbing and any other aspect of construction or development as deemed necessary by Declarant.

(b) Declarant. Declarant shall have exclusive authority to administer, review and act upon all applications for architectural and other improvements within the Property until all planned Lots have been conveyed to persons other than Declarant or a Builder and have been improved with a dwelling for which a certificate of occupancy has been issued, unless Declarant earlier terminates its rights in a recorded instrument. If the Class B / Declarant Period ends and there are still active Builder Lots to be constructed upon, the review process for all new construction of a residence shall be reviewed and approved by Declarant's architectural committee only. All other requests for general modifications and improvements may be reviewed by an architectural committee appointed by the Board after the Class B / Declarant Period expires. Declarant may designate or engage one or more persons or entities to act on its behalf with respect to some or all matters coming within the purview of this Article III. In reviewing and acting upon any request for approval, Declarant or its designee act solely in Declarant's interest and owe no duty to any other person. Declarant is not required to hold meetings or keep minutes relating to its review under this Article.

Declarant may from time to time delegate or assign all or any portion of its rights under this Article to any other person, entity or committee, including the Architectural Control Committee. Any such delegation shall be in writing, shall specify the delegated responsibilities, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction, and (ii) Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of other entities shall be limited to such matters as Declarant specifically delegates.

(c) Architectural Control Committee. Upon Declarant's delegation or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the ACC, shall assume jurisdiction over architectural matters except for new construction or re-construction which shall only be reviewed and approved by the Declarant architectural committee so long as any Builder with a Lot whereupon a residence is to be constructed exists. The ACC shall consist of at least three persons. Members of the ACC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount, if any, as the Board

Draft Unofficial

may establish. The ACC members shall be designated, shall serve, and may be removed and replaced in the Board's discretion.

For so long as Declarant owns any portion of the Property (and unless the Declarant notifies the ACC in writing to the contrary), the ACC shall notify Declarant in writing, no less than thirteen (13) business days prior to communicating any action (*i.e.*, approval, partial approval, or disapproval) it intends to take under this Article. A copy of the application and any additional information that Declarant may require shall accompany the notice. During such time, Declarant shall have the right, in its sole and absolute discretion, to veto any ACC action; provided, Declarant's right to veto must be exercised within ten (10) business days after it receives notice of the ACC's proposed action. The party submitting the plans for approval shall not be notified of the ACC's proposed action until after Declarant's right to veto has expired. The Board may create and appoint subcommittees of the ACC. Subcommittees may be established to preside over particular areas of review (*e.g.*, landscape plans) and shall be governed by procedures the Board or the ACC may establish. Any subcommittee's actions are subject to review and approval by Declarant, for as long as Declarant may review the ACC's decisions, and the ACC. Notwithstanding the above, neither the ACC nor Declarant shall be obligated to review all actions of any subcommittee, and the failure to take action in any instance shall not be a waiver of the right to act in the future.

Unless and until such time as Declarant delegates any of its reserved rights to the ACC or Declarant's rights under this Article expire or terminate, the Association shall have no jurisdiction over architectural matters.

(d) Reviewer. The entity having jurisdiction in a particular case, whether Declarant or its designee or the ACC, shall be referred to as the "Reviewer".

(e) Fees; Assistance. The Reviewer may establish and charge reasonable fees for its review of applications and shall require that such fees be paid in advance. If such fees or charges, including those set forth under Section 3.3 below, are not paid in advance, the Reviewer shall have no obligation whatsoever to review any such related application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals and for rush reviews should this service be made available. During the Declarant Control Period fees shall be payable directly to the Review Team or Agent providing the review and approval process or the Association may plan for such fees as part of the annual operating budget of the Association. After the Declarant Control Period when a Committee made up of Class A Members is in place, the Board, at its sole discretion, may set forth fees and the manner as to whom said fees shall be owed and paid. The Board may include the compensation of such persons in the Association's annual operating budget.

Section 3.2 Review Requirements.

No building, wall, pool (above ground pools of any kind except small kiddie pools are prohibited) or other structure shall be commenced, erected, installed, placed, or substantially altered on any Lot, nor shall any exterior painting (other than repainting a structure the same or

Unofficial

similar color) of, exterior addition to, or substantial alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by the Reviewer.

The Reviewer is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Reviewer, adversely affect the living enjoyment of one (1) or more Owners or the general value of the Property. The Reviewer may request any number of samples or additional information that is considered to be necessary or important to aid in the Reviewer's ability to make an informed decision. Failure by any Owner to provide the information requested by the Reviewer shall be deemed an immediate denial of the architectural request submitted.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed exterior design with surrounding structures and environment which shall include, but is not limited to, setback, height, placement, appearance, use, and decisions may be based on purely aesthetic considerations. Each Owner acknowledges that aesthetic determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. The Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment or otherwise and such determinations are not subject to judicial review so long as they are made in good faith and in accordance with the required procedures.

Section 3.3 Procedure for Approval.

PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION BY ANY PERSON OR ENTITY, THE BUILDER SHALL OBTAIN FROM THE REVIEWER A BUILDING PERMIT AND SHALL PAY, IN ADVANCE, ANY RELATED INSPECTION FEES AND FEES OWING OR TO BE OWED AS DETERMINED BY THE REVIEWER. THIS REQUIREMENT NOT ONLY APPLIES TO ORIGINAL CONSTRUCTION BUT TO POOL INSTALLATIONS, MODIFICATIONS OR ADDITIONS TO EXISTING STRUCTURES OF IMPROVEMENTS. FAILURE TO OBTAIN SUCH PERMIT OR PAY SUCH FEES PRIOR TO INITIATION OF CONSTRUCTION SHALL BE CAUSE FOR THE REVIEWER OR THE ASSOCIATION TO REQUEST AND OBTAIN EMERGENCY TEMPORARY RELIEF TO RESTRAIN ALL ASPECTS OF CONSTRUCTION.

In addition to the foregoing requirement, final plans and specifications may be submitted in hardcopy form by mail or hand delivery and may be submitted using any web-based program or platform available to an Owner through the Association's website or authorized program, or by electronic mail should the Declarant and / or the Board of Directors choose to make that an acceptable option. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. It is the responsibility of the Builder to ensure all City of Celina Ordinances such as but not limited to Ordinance 2010-26 are followed. An application that does not adhere to the required ordinances or the governing documents may be denied. The application shall specify in writing any requested variances from the requirements set forth in this Declaration, the Design Guidelines or any Community-Wide Standard.

UNOFFICIAL DOCUMENT

The Reviewer is authorized to request the submission of samples of proposed construction materials and such other information as they reasonably deem necessary to make their determination. At such time as the plans and specifications meet the approval of the Reviewer, one complete set of plans and specifications will be retained by the Association, for up to three (3) years only, and the other complete set of plans shall be marked "Approved", signed by a representative of the Reviewer and returned to the Lot Owner or his designated representative. If disapproved by the Reviewer, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by a representative of the Reviewer. Any modification of the approved set of plans and specifications must again be submitted to the Reviewer for its approval. The Reviewer's approval or disapproval, as required herein, shall be in writing. Any reliance upon a verbal approval of any plans by the Reviewer shall be wholly unjustified, at the risk of the Lot Owner and subject to any subsequent or otherwise conflicting written response by the Reviewer.

If the Reviewer fails to approve or disapprove any such plans and specifications or modification thereto within thirty (30) business days after the date of submission of all information the Reviewer requires, the submission shall be deemed to have been denied. Any Builder who is constructing residences on multiple Lots shall have the option of submitting a master set of final plans and specifications for all of the residences it intends to construct within the Property to the Reviewer in accordance with the provisions of this paragraph. Once the master set of plans has been approved, the Builder shall be allowed to construct residences in accordance with such approved plans and shall submit a plot plan providing the plan and elevation, the physical address, Lot and Block where the residence is to be constructed. The Builder shall not commence construction until a written approval is provided. Should the Builder have any new plans or elevations desired to construct in the community the Builder must submit the plan and all elevations for approval of the ACC prior to use in the development. The Reviewer may, but is not obligated to, permit or require that plans be submitted or considered in stages, in which case, a final decision shall not be required until after the final, required submission stage.

As part of any approval, the Reviewer may require that construction in accordance with approved plans commence within a specified time period. If construction does not commence within six (6) months of receipt of the written approval the Builder and/or Owner must submit a new application with all supporting documentation and a new approval must be issued. Once commenced, construction must be diligently pursued to completion. All construction work shall be completed within one (1) year of commencement unless otherwise specified in the notice of approval or the Design Guidelines, or unless the Reviewer, in its discretion, grants an extension in writing. If approved work is not completed within the required time, it shall be in violation of this Article and shall be subject to enforcement action. Also, as a part of the review process, the Reviewer may require that the construction of any improvement be inspected on a periodic basis prior to completion for compliance with the plans, codes adopted by the Declarant and other matters relating to the quality or method of construction. The Association may conduct such inspections or, in the alternative, it may contract with third parties for such purposes. The Owner on whose Lot the construction is taking place shall be responsible for the payment of costs relating to any such inspection.

Unofficial

Section 3.4 Standards.

The Reviewer shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Reviewer is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. The Reviewer shall have the authority to interpret and amend the Design Guidelines, subject to Declarant's approval for so long as Declarant or any Builder owns any portion of the Property and, thereafter, subject to the approval of the Board. The Reviewer may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 3.5 Requests for Variance.

Upon submission of a written narrative request for same, the Reviewer may, from time to time, in its sole discretion, permit Owners and Builders to construct, erect or install improvements which are in variance from the requirements of this Declaration or which may be contained in the Design Guidelines. In any case, however, such variances shall be in basic conformity and shall blend effectively with the general architectural style and design of the community. No member of the ACC or the Board, or the Association or Declarant shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance request by any Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Reviewer's right to strictly enforce the Declaration, the Design Guidelines or the against any other Owner. Each such written request must identify and set forth in narrative detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Reviewer must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted.

Section 3.6 Liability of Reviewer.

Neither Declarant, the Board of Directors, the Architectural Control Committee, nor any of their respective members, officers, employees, designees, contractors, administrators, inspectors and agents, shall have any liability whatsoever for decisions made in accordance with this Article so long as such decisions are made in good faith and are not arbitrary or capricious. The plans or the site plan submitted to the Reviewer shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Reviewer shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, or any codes, ordinances, regulations or other laws, whether statutory or not, and whether the same relate to Lot lines, building lines, easements or any other issue. Review and approval of any plans pursuant to this Article may be based on purely aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes, city ordinances, and other governmental requirements, or for ensuring that every dwelling is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other Owners.

DRAFT

THE ASSOCIATION HEREBY UNCONDITIONALLY AND PERPETUALLY INDEMNIFIES AND HOLDS DECLARANT, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, DESIGNEES, ADMINISTRATORS, INSPECTORS, CONTRACTORS, AND AGENTS HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF ANY ACTIONS OR INACTIONS TAKEN HEREUNDER BY THE REVIEWER, IRRESPECTIVE OF WHETHER OR NOT THE REVIEWER, ITS EMPLOYEES, CONTRACTORS, AGENTS AND OTHER INDIVIDUALS OR ENTITIES TO OR EMPLOYED BY THE REVIEWER ACTED NEGLIGENTLY OR WITH WILLFUL MISCONDUCT.

Section 3.7 Special Rights of Declarant.

Notwithstanding anything to the contrary contained herein, any Lot owned by Declarant or its successor or assign, shall not be subject to the provisions of this Article III and Declarant shall not be required to submit plans and specifications, etc. to the Architectural Control Committee nor obtain the consent, permission or approval of the Architectural Control Committee for the matters otherwise required pursuant to this Article III, and the consent, permission or approval of the Architectural Control Committee shall be deemed given for plans and specifications, plot plans and the like to be used by Declarant, or Declarant's assigns, in the construction of any residence on any Lot owned or sold to a Builder by Declarant. **DECLARANT ALSO RETAINS SPECIAL AND UNIQUE RIGHTS AND PRIVILEGES IN ARTICLE XII THAT TAKE PRECEDENCE OVER ALL OTHER ARTICLES OR SECTIONS IN THIS DECLARATION.**

ARTICLE IV
SPECIAL FENCING AND LANDSCAPING

Section 4.1 Fences, Walls and Screening Landscaping.

Declarant and/or the Association shall have the right, but not the obligation, to erect, install, maintain, repair and/or replace fences, walls and/or screening landscaping within that portion of any Lot situated along the perimeter of the Property or on Lots adjacent to Common Properties, as shown on a Final Plat. Any such fence, wall or sprinkler system shall be the property of the Owner of the Lot on which such fence, wall or sprinkler system is erected or installed, subject to the easements and rights of Declarant and the Association set forth below. With respect to any fencing installed within a Lot that is adjacent to a thoroughfare, the Association shall have the exclusive right to stain the exterior of such fence facing the thoroughfare whenever, in the Board's sole and absolute discretion, it deems necessary. Should fencing located on an Owner's Lot require maintenance or repair and the Owner fails to perform the needed maintenance after receiving notice from the Association, the Association may then exercise self-help against the Owner to make the needed repairs or replacement and may charge all related costs to the Owner's account. The Design Guidelines shall contain all construction and materials requirements for the walls adjacent to the Common Properties and any thoroughfare.

Unofficial Document

Section 4.2 Landscaping.

Declarant and/or the Association shall have the right to grade, plant and/or landscape and maintain, repair, replace and/or change such grading, planting and landscaping on any portion of the Property not comprising any portion of a Lot and, without limitation whatsoever, to do all things necessary within the Property to obtain full compliance with applicable City ordinances.

Section 4.3 Easement.

Declarant and the Association shall have, and hereby reserve, the right and easement to enter upon the Common Properties and those Lots which are situated along the perimeter of the Property and/or the Common Properties, as shown on a Final Plat, or the Lots adjacent to a thoroughfare, for the purpose of exercising the discretionary rights set forth in this Article IV.

Section 4.4 Declarant and the Association's Discretion.

Notwithstanding any provisions herein to the contrary, neither Declarant nor the Association shall ever be obligated to erect, install, maintain, repair or replace any fences, walls, sprinkler systems, grading, planting or landscaping on the Property.

Section 4.5 Fifteen (15) Year Limitation.

The provisions of this Article IV regarding Declarant's rights shall terminate and be of no further force and effect from and after that date which is (i) fifteen (15) years after the recording of this Declaration notwithstanding, if at the end of fifteen years the Declarant still owns Lots or Property within the sub-division, the provisions of this Article IV shall be extended another five (5) years to allow for the full and complete development and buildout of the community. The rights of the Association shall continue throughout the term hereof.

ARTICLE V
LOT MAINTENANCE BY OWNERS

Section 5.1 Lot Maintenance.

After the installation of the landscaping on a Lot by a builder, the Owner of the Lot shall thereafter maintain the yard in a sanitary and attractive manner, including adequate watering and immediate replacement of dead vegetation and trees, and shall edge the street curbs that run along the Lot boundary lines. Yards must be kept mowed and trimmed at regular intervals so as to maintain the Lot in a neat and attractive manner. No vegetables shall be grown in any portion of a Lot yard that faces a street or is not screened by fencing built in accordance with the terms hereof. Grass shall not be permitted to grow to a height of greater than six inches (6") upon any Lot. A regular maintenance regime for weed control should be exercised to prevent weeds.

Unofficial

Section 5.2 Maintenance of Improvements.

Each Owner shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, down spouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate, be unkept or cluttered or exist in an unattractive manner. All fences shall be kept neat, clean and in good repair at all times. Any fence which is damaged, leaning, or otherwise not in good repair shall be immediately repaired to include fallen or missing panels, broken pickets, caps and trims.

With regard to fences, walls, yards and other improvements the Association shall have the right after one (1) notice to the Owner providing not less than two (2) days for Owner to abate any disrepair or violation (save and except emergency situations or matters considered to threaten the health, safety, and welfare of residents or property which shall require no advanced notice) and afterward, should Owner fail to comply the Association shall have the right, but not the obligation, to exercise self-help to abate or correct any violation, disrepair, or any unkept or other violation existing and shall bill all costs related to such abatement to the Owner's account. At any time self-help is exercised the Association, its Agent, and any person, contractor, vendor, or other entering the Lot to perform service to abate a violation shall not be considered to have trespassed and shall be held fully blameless and indemnified against any and all claims, suits, and cause of action an Owner may consider or attempt to bring against the Association or its Agent, Vendors, Contractors, or others dispatched by the Association to perform such services.

ARTICLE VI
ENFORCEMENT

Section 6.1 Special Enforcement Rights of the Board of the Association.

In the event an Owner fails to comply with any provision of this Declaration, the Design Guidelines, including but not limited to any requirement contained in Article V, then, prior to the Board or the Association enforcing the compliance of such failure or seeking against such Owner remedies in accordance with this Declaration (or such other remedies as may be available to the Board and/or the Association at law or in equity), the Board shall first be obligated to give such Owner notice of such failure and a reasonable time, as determined by the Board, after the date of such notice in which to cure such violation or failure. If the Owner shall not have corrected such failure within such reasonable time after the giving of such notice, the Board of Directors shall have the right but not the obligation, to assess monetary fines and enter upon the Lot and to bring the Lot, and any improvements thereon, into full compliance with this Declaration, the Design Guidelines, without such action being deemed a trespass and charge the costs thereof to the Owner's account as a Special Individual Assessment in accordance with Section 10.6 below. If any Owner does not promptly reimburse the Association for all such costs, expenses and violation fines assessed after receipt of written request for same, the Board shall have the right to assess the Owner for same plus interest, such Assessment, interest and fines being a Special Individual Assessment under the provisions of Section 10.6 below.

Unofficial Document

Section 6.2 Enforcement.

In addition to but not in lieu of the enforcement rights set forth in Section 6.1, the Board of Directors may impose sanctions for violation of this Declaration (including any rules, guidelines or standards adopted pursuant to the Declaration) in accordance with the applicable procedures set forth in any policy or procedure adopted by the Board. Such sanctions may include all remedies available at law and/or in equity and all remedies herein, including, without limitation, the following:

(a) Fines. The Board of Directors may impose reasonable monetary fines which shall constitute a lien upon the Owner of the Lot related to or connected with the alleged violation. The Owner shall be liable for the actions of any occupant, guest, or invitee of the Owner of such Lot and fines may be levied in increments or lump sums at the discretion of the Board or the ARB.

(b) Suspension of Rights to Use the Common Properties. The Board of Directors may suspend any person's or entity's right to use any recreational facilities within the Common Properties; provided, however, nothing herein shall authorize the Board of Directors to limit ingress or egress to or from a Lot.

(c) Right to Require Removal. The Board of Directors or the ACC may require an Owner, at the Owner's expense, to remove any dead tree or landscaping from an Owner's Lot and to restore or install the necessary trees or landscaping as required by the applicable City ordinances or Association Rules, or to remove any unapproved or unsightly object. Upon failure of the Owner to do so, the Board of Directors or its designee shall have the right to enter the Lot, remove and cure the violation without such action being deemed a trespass and charge the costs thereof to the Owner's account as a Special Individual Assessment in accordance with Section 10.6 below.

(d) Levy Special Individual Assessment. The Board of Directors may levy a Special Individual Assessment in accordance with Section 10.6 as a violation fine and/or to cover costs incurred by the Association in bringing a Lot into compliance with this Declaration or the Design Guidelines.

(e) Lawsuit; Injunction or Damages. The Board of Directors may bring a suit at law or in equity to enjoin any violation or to recover monetary damages, or both.

Failure by Declarant or the Board of Directors, to enforce any covenant, condition, agreement or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to the Association's enforcement rights, this Declaration may be enforced by any aggrieved Owner. The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case: (i) the Association's position is not strong enough to justify taking any or further action; (ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv)

DRAFT

that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

ARTICLE VII
AMENDMENT AND TERMINATION

Section 7.1 Amendment.

This Declaration may be amended by Declarant at any time within fifteen (15) years from the date this Declaration is filed of record with the office of the County Clerk. Within such fifteen (15) year period, Declarant may amend the Declaration for any reason without the consent or joinder of any party or without the need to call a meeting of the Association. In addition to the foregoing, the Declaration may be amended by an instrument containing such amendment(s) and recorded in the Official Public Records of the County, provided, that (i) during the period Declarant owns at least one Lot, no such amendment shall be valid or effective without the joinder and consent of Declarant and (ii) such amendment shall first be approved by the affirmative vote or written consent of the Association's Members representing at least fifty-one percent (51%) of the votes in the Association voting, in person or by proxy, at a duly convened meeting of the Association. Furthermore, Declarant, during the Declarant Control Period and thereafter, the Board of Directors, may, at its sole discretion and without a vote or the consent of any other party, modify, amend, or repeal this Declaration: (i) as necessary to bring any provision into compliance with any applicable statute, governmental rule, regulation, or judicial determination; (ii) as necessary to comply with the requirements of VA, or HUD (Federal Housing Administration), FHLMC or FNMA or any other applicable governmental agency or secondary mortgage market entity; or (iii) as necessary for clarification or to correct technical, typographical or scrivener's errors; provided, however, any amendment pursuant to clause (ii) and/or (iii) immediately above must not have a material adverse effect upon any right of any Owner. Any amendment to this Declaration must be recorded in the Real Property Records of the County.

No amendment may remove, revoke, or modify any right or privilege of Declarant, the Class B Member, or a Builder without the written consent of Declarant or the Class B Member, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that the Owner has the authority to consent, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 7.2 Termination.

At any time, the Owners may terminate and extinguish this Declaration in its entirety by executing an instrument terminating this Declaration and recording same in the Official Public Records of the County, provided, however, that (i) for the period in which Declarant owns at least one Lot, no such termination shall be valid or effective without the joinder and consent of Declarant and (ii) such termination and extinguishment shall first be approved by the affirmative vote or written consent of the Association's Members representing at least 75% of the votes in the Association.

Archive Copy

ARTICLE VIII
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 8.1 Membership.

Every Owner of a Lot shall automatically be a Member of the Association. Membership shall be appurtenant to each Lot and may not be separated from ownership of any Lot which is subject to Assessment hereunder. Membership includes the payment of Assessments as well as any other Assessment or fee levied by the Association or its Managing Agent to an Owner's account.

Section 8.2 Classes of Membership.

The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall all be Members with the exception of the Class B Member. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership; provided, however, that in the event that more than one (1) person holds such interest or interests in any Lot, even though all such persons shall be Members, there shall be only one (1) vote for such Lot, which shall be exercised as they, among themselves, determine (but in no event shall more than one (1) vote be cast with respect to any such Lot).

CLASS B. The Class B Member(s) shall be Declarant. The Class B Member shall have fifteen (15) votes for each Lot owned by such Declarant. Class B Membership shall expire after title to last Lot owned by Declarant of the maximum number of Lots planned or approved for the Property has been transferred to Class A Members other than Builders who purchase Lots for development and sale. After such time, the Class B Member shall be a Class A Member entitled to one (1) vote for each Lot it owns. Notwithstanding, should the Declarant annex in additional land to the sub-division, the Lots owned by Declarant after annexation shall restore the Declarant's Class B status until such time as 99% of the maximum number of Lots planned or approved for the Property has been transferred to Class A Members other than Builders who purchase Lots for development and sale.

Section 8.3 Quorum and Notice Requirements.

8.3.1. Except as expressly provided herein to the contrary, any action of the Members shall require the assent of a majority of the votes of those Association Members who are present at a meeting, in person or by proxy, written notice of which shall be given to all Members not less than ten (10) days nor more than sixty (60) days in advance of such meeting.

Unofficial

8.3.2. A quorum is required for any action referred to in Section 8.3.1 and, unless otherwise provided, for any action for which a percentage vote at a meeting is required. A quorum shall be determined as set forth in this Section 8.3.2. Whether regular or special, the presence at the meeting of Members, or of proxies, entitled to cast at least ten (10%) of all of the votes of the Association's Members, without regard to class, shall constitute a quorum. If the required quorum is not present at the initial meeting and the Declarant Control Period is active, the total number of votes for quorum collected on Declarant Lots shall constitute a quorum. If the Declarant Control Period has ended when an additional meeting is called, subject to the notice requirement set forth above, the required quorum at such subsequent meeting(s) shall be one-half (1/2) of the quorum requirement for such prior meeting. A reschedule meeting must be held within thirty (30) days of the original meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (although the quorum requirement shall be reduced for each such meeting, in no event shall a quorum be less than one-tenth (1/10) of the votes of the Association). At such adjourned or subsequent meeting at which a quorum shall be present or represented, any business may be transacted which may have been transacted at the meeting as originally notified.

8.3.3. Except as specifically set forth in this Declaration, notice, voting and quorum requirements of any action to be taken by the Association shall be set forth in its Bylaws, as same may be amended from time to time.

Section 8.4 Right of Inspection.

Each Owner shall have the right to inspect the financial records and books of the Association, during normal business hours and at the place where such books are kept, upon reasonable prior written notice to the Association stating a proper purpose in accordance with Section 209.005 of the Texas Property Code, as amended, and pursuant to the Open Records Policy established by the Association. Owners must submit in writing a detailed list of the records desired to be inspected, dates as well as the method of delivery of the records desired.

ARTICLE IX
THE COMMON PROPERTIES

Section 9.1 Initial Common Properties.

The Common Properties may include but are not limited to, and by way of illustration only, all aspects of the entry features, entry monuments and walls, landscaping, irrigation for same and the land on which such entry features are situated, retention ponds, screening walls, pocket parks, a clubhouse and associated recreational amenity, gates, fences, fountains and other structures, whether or not shown on a Final Plat, or as deemed necessary by Declarant, each as may be leased, maintained or owned by the Association. The foregoing list is intended to illustrate examples of Common Properties and under no circumstance shall such list impose any obligation on the Declarant or the Association to purchase, install or construct any such features or amenities. After

Unofficial

the initial installation of or upon a Common Area the maintenance and repair responsibility shall be that of the Association. The Common Properties may hereafter include any neighborhood parks or other improvements or land conveyed to or leased by the Association for the use and benefit of the Owners.

Section 9.2 Additional Common Properties.

Additional property may be added to the Common Properties hereunder upon the sole discretion of Declarant during such time as Declarant owns at least one (1) Lot. Thereafter, additional property may be added to the Common Properties hereunder upon the affirmative vote of fifty-one percent (51%) of the votes of those Association Members who are voting, in person or by proxy, at a meeting duly called for such purpose.

Section 9.3 Acceptance and Control of Common Properties.

Declarant, or any third-party at the request of Declarant, may transfer to the Association, and the Association shall accept as Common Properties, personal property and/or fee title or other property interests in any improved or unimproved real property included within the property described in **Exhibit A** or any other real property made subject to this Declaration in the future. Transfer of Common Properties shall be considered a ministerial task and does not require the consent of the Association or its Board. Upon Declarant's written request, the Association shall transfer back to Declarant any unimproved real property originally conveyed to the Association for no payment, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

Section 9.4 Extent of Members' Easement in the Common Properties.

Each Member shall have a right and easement of access, use and enjoyment in and to the Common Properties which is subject to the following:

9.4.1 The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties;

9.4.2 The right of the Association to take such steps as is reasonably necessary to protect the Common Properties against foreclosure;

9.4.3 The right of the Association to suspend the right of any individual to use any of the Common Properties and/or common facilities for any period during which any Assessment against a Lot resided upon or owned by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of the rules and regulations of the Association, the Declaration, or the Design Guidelines; and

9.4.4 The right of the Association to charge reasonable admission and other fees for the use of recreational facilities on the Common Properties, if any such recreational facilities are ever constructed.

Unofficial

Section 9.5 Dedication of the Common Properties.

The Board of Directors shall have the right at any time to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and upon such conditions as the Board of Directors may determine.

ARTICLE X
COVENANT FOR ASSESSMENTS

Section 10.1 Creation of the Lien and Personal Obligation of Assessments.

Each Owner hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (or to a mortgage company or other collection agency designated by the Association) the following: (a) annual Assessments or charges; (b) acquisition Assessments; (c) special Assessments for capital improvements or other Association uses to include offset of deficiency in the Association's operating funds; (d) Individual Special Assessments (including, without limitation interest and fines) levied against individual Owners for violations of the Declaration, Design Guidelines of the Community-Wide Standard or to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner, his tenant(s) occupying his Lot, if applicable, and their respective family, agents, guests and invitees, or for costs incurred by the Association resulting from any Owner failing to comply with the terms and provisions hereof. All such Assessments shall be fixed, established and collected as hereinafter provided. The Assessments outlined in the paragraph above together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such Assessment is made. Each such Assessment, together with late charges, collection costs, such interest thereon and cost of collection thereof, including attorneys' fees, as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the Assessment fell due.

With regard to certain fines, the Board may impose fines on a daily or lump sum basis. When daily fines are imposed, the fine shall not exceed $100.00 per day and shall be assessed for each day the violation remains until cured. In all instances of violations, the Owner shall be responsible for correcting such violation within a reasonable time after the date of such notice, regardless as to whether the residence is occupied by the Owner or a tenant. A reasonable time may be determined by the Board at their sole discretion and based on a number of factors such as, but not limited to, any possible health or safety issues the violation may cause, chronic recurring violations, and violations that are causing a nuisance, an eye sore, or other undesirable situation to exist. The lien provided for herein shall secure payment of fines not timely paid and the Owner shall also have personal liability for the payment of same.

DRAFT

Section 10.2 Purpose of Assessments.

The Assessments levied by the Association are mandatory for each and every Owner excluding Declarant and are a binding debt to the Owner based on ownership of a Lot. The Assessments levied shall be used as follows: (a) for the purpose of promoting the interests of the Association and the recreation, health and welfare of the residents of the Property, and in particular for the improvement and maintenance of the entry ways or any other properties, services and facilities devoted to this purpose and comprising or directly relating to the use and enjoyment of the Common Properties, including, but not limited, to the payment of taxes on and insurance in connection with the Common Properties, and the repair, replacement and additions thereto; (b) for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Proper-ties; (c) for carrying out the duties of the Board of Directors of the Association as set forth in Article XI hereafter including, but not limited to, the payment by the Association of all assessments and charges payable in connection with sewer, water and garbage pickup services and the installation and maintenance of lighting (if any) of the Common Properties; (d) for paying the cost of maintenance of the monument sign for the Property, if any, in the event the appropriate governmental authority refuses to maintain the same; or (e) for carrying out the purposes of the Association as stated in its Certificate of Formation.

Section 10.3 Basis and Amount of Annual Assessments.

10.3.1 The Board of Directors may fix the annual Assessment at any amount equal to or less than the maximum annual Assessment for that year, as herein below provided. The maximum annual Assessment for each Lot beginning with the year 2020 shall be **Nine Hundred and No/100 Dollars ($900.00)** Commencing with the year 2020 and each year thereafter, the Board of Directors may set the amount of the maximum annual Assessment for that year (and for following years) for each Lot provided that the maximum annual Assessment may not be increased more than fifty percent (50%) above the maximum annual Assessment for the previous year without a vote of the membership taken in accordance with the provisions of Section 10.3.2. Notwithstanding, should the budget of the Association reflect a shortfall between the Assessments due and the Expenses to be paid, the Board may increase the Assessment based on Section 10.3.2 below.

10.3.2 Commencing with the year 2020, and in each year thereafter, the Board of Directors may set the maximum annual Assessment for the following year for each Lot at an amount up to fifty percent (50%) above the maximum annual Assessment for the previous year; provided that any such increase is based on budget and shall be approved by the majority vote of the Board and is levied only one time per year.

Unofficial Document

Section 10.4 Acquisition Assessments.

At any time, record title is transferred by any Owner other than Declarant, an acquisition Assessment shall be paid to the Association by such Owner at closing in the amount of **Four Hundred and No/100 Dollars ($400.00)** for each Lot acquired. Acquisition Assessments shall be in addition to, not in lieu of, any other Assessment provided for herein. Notwithstanding anything to the contrary contained in this Section 10.4, transfer fees and fees for the issuance of a Resale Certificate in connection with each Lot sale or transfer from Declarant to any Builder, each **Builder shall pay a base rate fee of One Hundred Twenty-Five and NO/100 Dollars ($125.00) per Lot sale for each Lot sale or transfer** in addition to any Assessments owed or to be collected. Acquisition Assessments are not refundable and shall be available for all necessary expenditures of the Association as determined by the Board. In addition to the foregoing but still considered an Assessment hereunder, the Board may, at its sole discretion, 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) $500.00 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. This Section does not obligate the Board or any third party to levy such fees. Each year the Board of Directors may review the Acquisition Assessment and may increase the amount of Acquisition Assessment provided that the maximum increase may not be exceed fifty percent (50%) above the Acquisition Assessment amount for the previous year.

Section 10.5 Special Assessments.

The Association may also levy in any Assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any general Association expenses, any construction or reconstruction, maintenance, unexpected repair or replacement of a described capital improvement upon the Common Properties or for constructing a new capital improvement, including the necessary fixtures and personal property related thereto; provided that any such Assessment greater than the annual Assessment being levied at the time the Special Assessment is levied shall require approval by the affirmative vote of fifty-one percent (51%) of the votes of those Association Members who are voting, in person or by proxy, both classes together, at a meeting duly called for such purpose.

Section 10.6 Special Individual Assessments, Interest and Fines.

In the event that any Owner fails to comply with the provisions of this Declaration, the Design Guidelines or the Community-Wide Standard and/or the Association incurs any cost or expense in either enforcing said provisions against any such Owner or in carrying out the obligations of any such Owner, the Association shall have the right to assess against such Owner and the Lot of such Owner a Special Individual Assessment in the amount of all such costs incurred by the Association plus interest and/or in the amount of any violation fine(s) levied by the Board.

Unofficial Document

Special Individual Assessment, interest and fines to be paid by the applicable Owner upon demand by the Association.

Section 10.7 Uniform Rate of Assessments.

Both annual and Special Assessments (excepting there from Special Individual Assessments) shall be fixed at a uniform rate for all Lots.

Section 10.8 Date of Commencement and Due Dates of Assessments.

The obligation to pay Assessments commences as to each Lot: (a) upon acquisition of record title to a Lot by the Owner thereof other than Declarant; the initial annual Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Lot. Annual Assessments shall be payable in advance on the first (1st) business day of each January and July; provided, if the Board so elects, annual Assessments may be paid in monthly, quarterly, or annual installments. The Board may require advance payment of all or any portion of the annual Assessment at closing of the transfer of title to a Lot to include Builder Lots. Builders shall pay dues annually. The due date or dates, if it is to be paid in installments, of any Special Assessment under Section 10.5 shall be fixed in the respective resolution authorizing such Assessment.

Section 10.9 Duties of the Board of Directors with Respect to Assessments.

10.9.1 The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

10.9.2 Only if such Assessment is an amount different from that charged for the previous year, written notice of the Assessment shall thereupon be delivered or mailed to every Owner subject thereto (according the Association's then current records).

10.9.3 The Board of Directors shall, upon demand, cause to be furnished to any Owner liable for said Assessments a certificate in writing signed by an officer or agent of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board or the Association's managing agent for the issuance of such certificates.

Section 10.10 Assessment Lien to Secure Charges and Assessments.

All Assessments, interest, late charges, collection fees and attorneys' fees, as provided for herein, shall constitute and be secured by a separate and valid and subsisting Assessment lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements and fixtures thereon, for the benefit of the Association. Notwithstanding any other provision hereof, the lien to secure the payment of Assessments or any other sums due hereunder and any

Draft

other lien which the Association may have on any Lot pursuant to this Declaration shall be subordinate to the lien or equivalent security interest of any first lien mortgage or deed of trust on any Lot. Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings in which the Association has been made a party, shall extinguish the liens securing maintenance charges or Assessments or any other sums due hereunder which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing Assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges or Assessments which become due prior to such foreclosure be extinguished by any foreclosure, nor shall the lien for future Assessments or charges be affected in any manner.

Section 10.11 Effect of Nonpayment of Assessment.

If any Assessment is not paid by the last day of the month in which the Assessment is due, the same shall bear interest from time to time, at the sole discretion of the Board, from the due date until paid at the highest non-usurious rate allowed under the laws of the State of Texas, or other applicable law, or if no such limitation imposed then at the rate of fifteen percent (15%) per annum, 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. In addition, 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. A minimum charge of Twenty-Five and No/100 Dollars ($25.00) or the amount equal to that charge levied by the bank shall be assessed against an Owner for payment returned for insufficient funds or for any other reason. The Association's managing agent shall be entitled to charge an Owner a monthly collection fee to compensate managing agent for its efforts in collecting delinquent Assessments as well as other fees by the Managing Agent incurred for the purpose of collecting delinquent Assessments shall also apply. The Association, in the Board's discretion, shall have the right to waive any part of or all of such interest and/or fees owed to the Association.

10.12 Collection and Enforcement. The Association shall have a lien on each Lot securing payment of any Assessment, together with interest thereon as provided herein, reasonable attorneys' fees, late charges, collection fees and costs incurred in the collection of same and the enforcement of said lien. The Board of Directors shall take such action as it deems necessary to collect Assessments and may settle and compromise the same if deemed appropriate in the exercise of the Board's business judgment. Such liens shall be effective as and, in the manner, provided for herein and shall have the priorities established in this Declaration. The Board of Directors may bring an action at law against any Owner personally obligated to pay an Assessment or foreclose the lien against such Owner's Lot, or both, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Board of Directors of the Association

Draft

or its agent the right and power to bring all actions against such Owner personally for the collection of such Assessments as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including, but not limited to, nonjudicial foreclosure pursuant to Texas Property Code Section 51.002 in force and effect on the date of this Declaration, or in accordance with the prescribed manner for foreclosure of deed of trust liens provided by any future amendment to such Section 51.002 or any other statute or article enacted in substitution therefore, and such Owner hereby expressly grants to the Board of Directors a private power of sale in connection with said lien. The Board is hereby appointed trustee, unless and until the Board of Directors shall designate a substitute or successor trustee, as hereinafter provided, to post the required notices as provided by law and conduct such foreclosure sale. The lien provided for in this Section shall be in favor of the Association and shall have the same effect as though each Owner had expressly granted to the Association a deed of trust lien as well as a security interest in said Lot to secure the payment of the Assessments provided for herein. In addition to such notices as required by the aforesaid statute, the trustee shall mail to the Owner of a Lot for which the Assessment has not been paid, a copy of the notice of Assessment lien prior to the date any notice of sale is posted, by certified, return receipt requested, at the Lot or such other address as the Board has been advised in writing for receipt of notices under this Declaration. Notwithstanding the foregoing, any mandatory foreclosure requirements of Section 209 of the Texas Property Code shall be adhered to by the foreclosing entity.

At any foreclosure, judicial or nonjudicial, the Association shall be entitled to bid up to the amount of its lien, together with costs and attorneys' fees, and to apply as cash credit against its bid all sums due the Association covered by the lien foreclosed. All foreclosure sales provided for herein shall be subject to any then existing statutory right of redemption in favor of the former Owner. From and after any such foreclosure, the former Owner or Owners, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the purchaser at such sale, and in the event of their failure to surrender possession of said property upon demand, the purchaser, or his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such Lot, or any part thereof, is situated. The Board of Directors in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act in the place of the trustee without any formality other than the designation in writing of a substitute or successor trustee; and the authority hereby conferred by the Board of Directors shall extend to the appointment of other successor and substitute trustees successively until the delinquent Assessment or Assessments have been paid in full, or until said property is sold, and each substitute and successor trustee shall succeed to all the rights and powers of the original trustee appointed by the Board of Directors or its agents.

Section 10.13 Homestead.

By acceptance of a deed thereto, the Owner and spouse thereof, if married at the time of the conveyance or subsequently married, of a Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may other be available by reason of the homestead exemption provisions of Texas law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration but construed in its favor.

UNOFFICIAL DOCUMENT

Section 10.14 Omission of Assessments.

The omission of the Board of Directors, before the expiration of any Assessment period, to fix the Assessments hereunder for that or the next Assessment period, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the Assessments, or any installment thereof for that or any subsequent Assessment period, but the Assessment fixed for the preceding Assessment period shall continue until a new Assessment is fixed or levied by the Board.

Section 10.15 Reserve Fund.

10.15.1 The Association may, but is not obligated to, establish and maintain a Reserve Fund for the periodic maintenance of the Common Properties or other general maintenance or repairs. Subject to the provisions of Section 10.3 above, the Board may at any time ratably increase or decrease the amounts of regular annual Assessments in accordance with this Declaration to such level as shall be reasonably necessary in the judgment of the Board to cover obligations of the Association under this Declaration, including provisions for reasonable reserves or contingency. So long as the Board exercises business judgment in determining the amount or necessity of the reserve fund, the amount held in reserves shall be considered adequate. Funds paid in Acquisition Assessments as described in Section 10.4 above may not be used for the establishment of a Reserve Fund during the Declarant Control Period without the express written permission of the Declarant and should such a reserve be established, it must be a general reserve only with the funds available for use for any Association related cost, expense or need. After the Declarant Control Period the Board of Directors may establish a Reserve Fund using Assessments or by any other means approved or allowed in this Declaration to be structured as the Board deems necessary or appropriate.

10.15.2 The Association shall establish an Operating fund for the initial operation of the Common Properties and Association use as needed and all Assessments, Acquisition Assessments, and other Assessments and / or monies collected during the Declarant Control Period shall be deposited into the Operating account for use by the Association to meet all Association expenses, obligations, and responsibilities. Funds may be transferred from Operating to establish a General Reserve upon written consent of the Declarant during the Declarant Control Period.

Section 10.16 Exempt Property.

The following property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein:

10.16.1 All properties dedicated and accepted by the local public authority and devoted to public use; and

Unofficial

10.16.2 All Lots and/or Property owned by Declarant, subject to the terms of Sections 10.17 and 10.18 below; and

10.16.2 All Common Properties.

Section 10.17 Declarant Subsidy.

Declarant may, but shall not be obligated to, pay a subsidy to the Association in order to reduce or help offset any shortfall in the Association's operating funds to cover the estimated or budgeted expenses of the Association (excluding reserve contributions, if any). Any such subsidy shall be disclosed as a line item in the income portion of the budget and may be treated by the Declarant, in its sole discretion, as a loan from the Declarant to the Association or as an advance against future assessments due or as a contribution. Any sums paid by the Declarant in the form of in-kind services or materials may be claimed by the Declarant as credit against assessments if same would be owed by the Declarant after the Class B Period ends. Prior to Declarant subsidizing the Association, Declarant may require the Association to apply monies from all sources to include, but is not limited to, revenues from the operation of Common Properties, Working Capital / Acquisition Assessments, user fees, and the assessments levied against the Owners of Lots, other than the Declarant as well as any reserve funds should the same exist. Any subsidy provided may be considered by the Declarant as a loan subject to the terms as set forth in the Declaration or the Declarant's Reservations and Representations, if applicable, and the Association shall cooperate, fully, with the repayment of any such loan upon the Declarant's request. The Declarant may wait until nearing the end of the Class B Period to request repayment; Notwithstanding, so long as the Association has sufficient funds, the Declarant may request repayment of all or any portion of funding provided by submitting written demand for payment to the Board of Directors by Certified Mail. Repayment of a loan to the Declarant is a binding obligation of the Association. After termination of the Class B membership, Declarant shall pay assessments on its unsold Lots in the same manner as any other Owner.

Section 10.18 Declarant's Assessment.

Notwithstanding any provision of this Declaration or the Certificate of Formation or Bylaws to the contrary, so long as there is Class B membership in the Association, **the Declarant is excluded from payment of any Assessment**. After termination of the Class B membership, Declarant shall pay Assessments on its unsold Lots in the same manner as any other Owner.

DRAFT

ARTICLE XI
GENERAL POWERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

Section 11.1 Power and Duties.

Except as provided in Article XII below, the Board, for the benefit of the Association, the Property and the Owners shall have the right to do all things which are necessary or advisable in connection with enforcing the provisions of this Declaration. During the Declarant Control Period the Declarant may limit or restrict the duties and powers of the Board and may limit the required Board meetings in each fiscal year to one (1). General powers of the Board shall include, but shall not be limited to, the following:

11.1.1 Paying Assessments and charges for services provided on behalf of the Association, for sewer, water and garbage pickup services for the Properties, if any, the installation and maintenance charges for street lighting for the Property, if any, and taxes, Assessments and other charges which shall properly be assessed or charged against the Common Properties.

11.1.2 Performing maintenance on the Common Properties which may include, without limitation, the following: (a) maintenance of any driveways, private roadways, jogging paths, walkways and sidewalks; (b) maintenance of grounds, including care of trees, shrubs and grass, lighting systems, sprinkler systems (if installed) and similar facilities on the Common Properties; and (c) maintenance of the entry monument(s) and any screening walls or fences constructed around the perimeter of the Property; provided, further, that in the event that the need for maintenance or repair is caused through the willful or negligent act of any Owner, his family, his guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Lot is subject.

11.1.3 Managing and maintaining the Common Properties and full maintenance of a utility service for the Common Properties; the furnishing and upkeep of any desired personal property for use in the Common Properties.

11.1.4 Purchasing a policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association, in an amount not less than $250,000.00 to indemnify against the claim of one person, $500,000.00 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than $50,000.00 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insured shall not be prejudiced with respect to actions against other named insured's; provided, that under no circumstances shall the Board be authorized to provide or pay for fire, casualty, or other insurance insuring the interest of any Owner in his Lot.

Draft

11.1.5 Executing all replats of the Property and all declarations of ownership for tax Assessment purposes with regard to the Common Properties on behalf of all Owners.

11.1.6 Borrowing funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

11.1.7 Entering into contracts and agreements, maintaining one or more bank accounts, and generally exercising all the powers necessary or incidental to the operation and management of the Association, expressly including the power to enter into management and maintenance contracts. During the Declarant Control Period, without the express written consent of the Declarant, the Board may not terminate a contract or agreement entered into by the Declarant; terms of a contract or agreement entered into by the Declarant may contain extended terms, the purpose of which is to secure long-term contracts or agreements enabling the continual and consistent servicing of the community and ensuring all operational needs and requirements of the Association are met to the satisfaction of the Declarant during the development period.

11.1.8 Protecting or defending the Common Properties from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

11.1.9 Making reasonable rules and regulations for the operation of the Common Properties and amend them from time to time, provided that any rule or regulation may be amended or repealed by the vote of at least sixty-seven percent (67%) of those Members present, in person or by proxy, at a meeting called for such purpose (without limiting the generality of the foregoing language, the rules and regulations may provide for limitations on use of the Common Properties during certain periods by youthful persons, visitors or otherwise).

11.1.10 Adjusting the amount, collecting and using any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, assessing the Members in proportionate amounts to cover the deficiency.

11.1.11 Enforcing the provisions of this Declaration, the Design Guidelines, any Community-Wide Standard, and any rules made hereunder, and to enjoining and seeking damages from any Owner for violation of such provisions or rules.

11.1.12 Exercising the rights granted to the Association in this Declaration, including, without limitation, all rights of the Board, the Association, and the ACC relating to architecture, design, and construction review and inspections under Article III. The Association may exercise any right or privilege given to it expressly or by reasonable implication by this Declaration, the Bylaws, or the Certificate of Formation, and may take action reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in such documents or by law, all of the Association's rights and powers may be exercised by the Board without a vote of the membership.

Unofficial

The Board may institute, defend, settle, or intervene on the Association's behalf in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Properties, enforcement of this Declaration, or any other civil claim or action. However, the Board shall exercise business judgment in determining whether to take any such action and shall have no legal duty to institute litigation under any circumstances on behalf of or in the name of the Association or the Members.

Section 11.2 Board Power, Exclusive.

The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein notwithstanding, contracts entered into by the Declarant for the benefit of the Association during the Declarant Control Period may not be terminated by the Board without the express written consent of the Declarant.

Section 11.3 Owner's Obligations to Repair.

Except for those portions of each Lot constituting the Common Properties, each Owner shall at his sole cost and expense, maintain and repair his Lot and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and such improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right but not the obligation, subject to the notice and cure provisions of Section 6.1 above, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any Assessments hereunder when due.

Section 11.4 Maintenance Contracts with Owners.

The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by or for the Association of services pursuant to the terms hereof (including, but not limited to, the maintenance and repair of fences owned by any such Owner), such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and to the best interest of the Association; provided, however, that same must be commercially reasonable in all circumstances.

Unofficial

Section 11.5 Liability of the Board of Directors.

The Association shall indemnify every officer, director, and committee member against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors at the time of such settlement) to which he or she may be a party by reason of being or having been an officer, director, or committee member. OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS SHALL NOT BE LIABLE FOR ANY MISTAKE OF JUDGMENT, NEGLIGENCE OR OTHERWISE, EXCEPT FOR THEIR OWN INDIVIDUAL WILLFUL MISFEASANCE, MALFEASANCE, MISCONDUCT, OR BAD FAITH. **The Association's officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify and forever hold each such officer, director, and committee member harmless from any and all liability to others on account of any such contract, commitment, or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as an Association expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.**

Section 11.6 Notice and Hearing Procedures Prior to the Initiation of Certain Types of Actions by the Association.

Except as set forth in paragraph (c) below, prior to filing suit to enforce the provisions of this Declaration, the Design Guidelines, any Community-Wide Standard or rules promulgated hereunder, the Association shall comply with the notice and hearing procedures set forth in subsections (a) and (b) below.

(a) Notice. The Association shall serve the alleged violator with a minimum of one (1) written notice describing (i) the nature of the alleged violation, (ii) the action which the Association proposes or intends to take unless the violation is corrected within a reasonable time (reasonable time being not less than three (3) days and not more than ten (10) days for each notice) after the date of the written notice, and (iii) a period of not less than thirty (30) calendar days within which the alleged violation may present a written request for a hearing. If a timely request for a hearing is not made within the thirty (30) day period, the Association may proceed with the action which may include the Association's right to initiate Self Help actions wherein the Association shall make the necessary repairs to correct the violation and all charges incurred by the Association in abating the violation shall be assessed to the Owner's account. Non-Payment of fines for non-compliance or charges assessed by the Association for Self Help remedies will be collected according to applicable law and per current Texas Property Code regulations. Charges will be subject to possible late and/or collection charges when applicable. If the violation is abated within the time period set forth in the written notice, the Association shall suspend the proposed action unless a similar violation occurs within six (6) months from the date of the written notice. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner. Recurring violations within a six (6) month period will not require the Association to issue again notices previously sent. If the required one (1) notice was previously sent, the Association may, at its discretion, send an immediate notice of fine warning to the Owner which must allow the Owner not less than three (3) days to correct the

Unofficial Document

violation. If Owner does not make the necessary corrections, the Association may begin fines or initiate Self Help action without further notice required. Self-Help actions in emergency situations shall not require the standard waiting period outlined above. In the case of an emergency action may be taken immediately or within seventy-two hours, depending upon the severity of the violation and the stage or type of emergency the violation presents.

(b) Hearing. If a hearing is requested within the allotted thirty (30) day period, the Board has the option of appointing a Hearing Committee consisting of three (3) persons, all of whom shall be Owners or Residents of the Subdivision or representatives of the Declarant or the Board may reside over the Hearing should they choose to. A representative of the Association shall be afforded a reasonable opportunity to make a statement describing the alleged violation and to present any evidence or witnesses to support its statement. The alleged violator shall also be afforded a reasonable opportunity to be heard and to present any evidence or witnesses on his or her behalf. At the conclusion of all statements and presentations, the committee may close the hearing and retire to discuss the evidence and to render a judgment as to whether, in fact, a violation has occurred. The committee shall have up to ten (10) days after the Hearing to notify the Owner and is not obligated to render a decision at the close of the Hearing. If the committee determines that a violation has occurred, the Association may pursue any and all remedies described in its original notice of the violation. Any Hearing conducted by a Hearing Committee may be appealed to the Board in accordance with Section 209.007 of the Texas Residential Property Owners Act, Texas Property Code, as it may be amended.

(c) Applicability. The notice and hearing procedures set forth in this Section shall not apply to any claim: (i) upon which the Board deems it necessary to obtain emergency injunctive relief; (ii) pertaining to the collection of Assessments; or (iii) where the Association decides to exercise its right of self-help to cure the violation after written notice to the Owner and an opportunity to cure.

ARTICLE XII
AUTHORITY AND CONTROL BY DECLARANT

Section 12.1 Declarant Rights.

Notwithstanding anything herein to the contrary, so long as Declarant owns at least one (1) Lot, Declarant shall have the sole right, but not the obligation, in its sole discretion, at any time, effective as of the date hereof, to control, perform and/or conduct the following:

(1) amend this Declaration, the Design Guidelines and/or the Community-Wide Standard, in whole or in part for any reason as the Declarant in its discretion, deems necessary;

(2) ability to issue variances on any temporary or perpetual level;

(3) enforce the provisions of this Declaration;

Unofficial

(4) review, determine and enforce the architectural control of the Lots; and

(5) assigns its rights and obligations under this Declaration to any entity at any time, in whole or in part.

Declarant's rights set forth above are absolute in its sole discretion and do not require the approval, consent, or joinder of (i) any Owner, (ii) the Association, (iii) the Board of Directors, or (iv) any committees or other parties which may be established with respect hereto. At such time as Declarant no longer owns a Lot within the Property, all of such rights of enforcement shall revert to the Board of Directors of the Association. In the event any other provision in this Declaration is in contradiction to this Article XII, in whole or in part, this Article XII shall prevail.

Section 12.2 Easement to Inspect and Right to Correct.

Declarant reserves for itself and others it may designate the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the Property, including Lots, and a nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a dwelling or other structure on a Lot shall be permitted without the Owner's consent, which consent shall not unreasonably be withheld, conditioned, or delayed. The failure or refusal to permit reasonable access to the Lot for the purposes contemplated under this paragraph shall excuse Declarant or its designee from responsibility for repairs or damages relating to defective workmanship or materials.

Section 12.3 Right to Develop.

Declarant and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Property for the purpose of making, constructing, and installing such improvements to the Property, as Declarant deems appropriate in its discretion.

Section 12.4 Construction Activities.

All Owners, occupants, and users of Lots are hereby placed on notice that Declarant, and/or its agents, contractors, subcontractors, licensees, and other designees, shall conduct development and construction activities within the Property and that such activities shall be conducted in phases and may cause disturbance and disruption which impact the use and enjoyment of a Lot. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and by using any portion of a Lot or the Property generally, the Owners and all occupants and users of Lots acknowledge, stipulate, and agree: (a) that such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other persons under their control or direction to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the Lot where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (c) that Declarant and all of its agents,

contractors, subcontractors, licensees, and other designees, shall not be liable but, rather, shall be held harmless for any and all losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to the aforesaid activities; (d) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Declarant to sell, convey, lease, and/or allow the use of Lots within the Property.

Section 12.5 Changes in Master Plan.

Each Owner acknowledges that Subdivision is a planned community, the development of which is likely to extend over many years, and agrees that the Association shall not engage in, or use Association funds to support any protest, challenge, or other form of objection to (a) changes in uses or density of property within the Property, or (b) changes in the master plan of Subdivision, including, without limitation, the enlargement of the master plan and the acquisition or revision of regulatory approvals to reflect the annexation of real property, without Declarant's prior written consent, which consent may be granted or withheld in Declarant's discretion. Each Owner acknowledges and agrees that the present plans and themes for the Property's development may change and that it has not relied on any representation, warranty, or assurance by any person: (a) that any Lots, or other property or facilities will or will not be added, modified, or eliminated within the Property; or (b) as to the financial or other impact of such action on any Owner. Each Owner acknowledges and agrees that it is not entitled to rely upon and has not received or relied upon any representations, warranties, or guarantees whatsoever as to: (a) the design, construction, completion, development, use, benefits, or value of the Property; or (b) the number, types, sizes, prices, or designs of any residential structures or improvements built or to be built in any part of the Property.

Section 12.6 Dispute Resolution Involving Declarant.

(a) Right to Correct. Prior to the Association or any Member commencing any proceeding to which Declarant is a party, including but not limited to an alleged defect of any improvement, Declarant shall have the right to be heard by the Members, or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute.

(b) Alternative Method for Resolving Disputes. Declarant, its officers, directors, employees and agents; the Association, its officers, directors and committee members; all persons subject to this Declaration; any Builder, its officers, directors, employees and agents; and any person not otherwise subject to this Declaration who agrees to submit to this Section 12.6 (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Section 12.6 (c) (collectively, the "Claims") to the mandatory procedures set forth in Section 12.6 (d).

(c) Claims. Those Claims between any of the Bound Parties, regardless of how the same might have arisen, relating to the quality of design or construction of improvements within

the Property including the Common Properties or based upon any statements, representations, promises, or warranties made by or on behalf of any Bound Party, shall be subject to the provisions of this Section 12.6.

(d) Mandatory Procedures.

(i) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (the Claimant and Respondent referred to herein being individually, as a "Party", or, collectively, as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(a) the nature of the Claim, including the persons involved and Respondent's role in the Claim;

(b) the legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises;

(c) the proposed remedy; and

(d) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(ii) Negotiations and Mediation.

(a) The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(b) If the parties do not resolve the Claim within thirty (30) days after the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have two (2) days to submit the Claim to mediation under the auspices of the American Arbitration Association ("AAA") in accordance with the AAA's Commercial or Construction Industry Mediation Rules, as appropriate. If Claimant does not submit the Claim to mediation within such time, or does not appear for mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(c) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator shall issue a notice of termination of the mediation proceedings

Unofficial

("Termination of Mediation"). The Termination of Mediation Notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator. If the Parties agree to a resolution of any Claim through negotiations or mediation in accordance with this Section and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement, without the need to again comply with the procedures set forth in this Section. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

(iii) Binding Arbitration.

(a) Upon Termination of Mediation, Claimant shall thereafter be entitled to initial final, binding arbitration of the Claim under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Arbitration Rules, as appropriate. Such Claims shall not be decided by or in a court of law. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. If the claimed amount exceeds $250,000, the dispute shall be heard and determined by three (3) arbitrators. Otherwise, unless mutually agreed to by the Parties, there shall be one (1) arbitrator. Arbitrators shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved.

(b) Each Party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees or arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting Party shall be awarded reasonable attorneys' fees and expenses incurred in defending such contest. All decisions respecting the arbitratability of any Claim shall be decided by the arbitrator(s).

(b) The award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

Unofficial

ARTICLE XIII
OBLIGATIONS OF BOARD OF DIRECTORS

Section 13.1 Obligations of Board of Directors.

Notwithstanding anything herein to the contrary, and so long as Declarant is acting on behalf of the Board of Directors as further described in Section 13.2 below, the sole responsibility and obligation of the Board of Directors shall be to maintain the corporation books of the Association and maintain the Association in good corporate standing with Secretary of State of the State of Texas and in good standing with the Office of the Comptroller of Public Accounts of the State of Texas.

Section 13.2 Liability for Association Operations.

The Association shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Declarant (including its successors, and assigns) from and against any and all losses, claims, demands, damages, costs, and expenses of whatever kind or nature (including, without limitation, reasonable attorneys' fees and costs at all tribunal levels and whether or not suit is instituted, including those incurred in establishing the right to be indemnified, defended, and held harmless pursuant hereto), which relate to or arise out of Association management and operations, including, without limitation, improvement, maintenance, and operation of amenities and other portions of the Common Properties and the collection of Assessments.

Section 13.3 No Liability for Acts of Third Party.

OWNERS AND OCCUPANTS OF LOTS, AND THEIR RESPECTIVE GUESTS AND INVITEES, ARE RESPONSIBLE FOR THEIR OWN PERSONAL SAFETY AND FOR THEIR PROPERTY WITHIN THE PROPERTY. THE ASSOCIATION MAY BUT IS NOT OBLIGATED TO MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY WHICH PROMOTE OR ENHANCE SAFETY OR SECURITY WITHIN THE PROPERTY. HOWEVER, THE ASSOCIATION, AND DECLARANT SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SAFETY OR SECURITY WITHIN THE PROPERTY, NOR SHALL THEY BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY SYSTEMS OR MEASURES, INCLUDING FIRE PROTECTION, BURGLAR ALARM, OR OTHER SECURITY MONITORING SYSTEMS, OR ANY MECHANISM OR SYSTEM FOR LIMITING ACCESS TO THE PROPERTY, CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS, AND SHALL BE RESPONSIBLE FOR INFORMING ITS TENANTS AND ALL OCCUPANTS OF ITS LOT THAT THE ASSOCIATION, THE BOARD AND ITS COMMITTEES, AND DECLARANT ARE NOT INSURERS OR GUARANTORS OF SECURITY OR SAFETY AND THAT EACH PERSON WITHIN THE PROPERTY ASSUMES ALL RISKS OF PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY, INCLUDING LOTS AND THE CONTENTS OF LOTS, RESULTING FROM ACTS OF THIRD PARTIES.

Unofficial Document

ARTICLE XIV
EXPANSION OF THE PROPERTY

Section 14.1 Expansion of the Property.

Declarant, in its sole discretion and without the approval of any other party, may from time to time subject this Declaration to additional real property by recording in the Real Property Records of the County, a Supplemental Declaration describing the additional real property to be subjected to this Declaration. Any such Supplemental Declaration which is executed by Declarant and the owner of such additional property, if other than Declarant, and recorded in the Real Property Records of the County shall not require the consent or approval of any other Owner or other person in order to be fully enforceable and effective to cause such additional real property to be incorporated herein. Nothing in this Declaration shall be construed to require Declarant to subject additional real property to this Declaration.

Section 14.2 Additional Covenants and Easements.

Declarant, in its sole discretion and without the approval of any other party, may from time to time subject any portion of the Property, whether now or hereafter a part of this Declaration, to additional covenants and easements, including, without limitation, covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the Assessments, as described in Article X hereof. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the Property, whether now or hereafter a part of this Declaration, in order to reflect the different character and intended use of such Property. Any such Supplemental Declaration which is executed by Declarant and recorded in the Real Property Records of the County shall not require the consent or approval of any other Owner or other person in order to be fully enforceable and effective to cause such additional covenants and easements to be incorporated herein.

Section 14.3 Effect of Recording Supplemental Declaration.

A Supplemental Declaration shall be effective upon the recording of same in the Real Property Records of the County unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of this Declaration.

Unofficial Document

ARTICLE XV
GENERAL PROVISIONS

Section 15.1 Mortgages.

It is expressly provided that the breach of any of the conditions contained herein shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to Lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

Section 15.2 Term.

This Declaration shall be enforceable by Declarant, the Association, any aggrieved Owner, and their respective legal representatives, heirs, successors, and assigns until December 31, 2050, after which time this Declaration shall extend automatically for successive 10-year periods unless at least sixty-seven percent (67%) of the then Owners have signed, within a six month period preceding the end of the initial term or any extension, an instrument which terminates this Declaration and such instrument is recorded in the Real Property Records of the County prior to the end of the term.

Section 15.3 Severability.

If any provision herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the final (*i.e.*, non-appealable) judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

Section 15.4 Binding Effect.

This Declaration is for the mutual benefit of, and shall be binding upon, each and every person acquiring any part of the Property, it being understood that the covenants, conditions, restrictions, easements, and other provisions contained in this Declaration are not for the benefit of the owner of any land except that which is a part of the Property. This Declaration, when executed, shall be filed of record in the Real Property Records of the County, so that each and every Owner or purchaser of any portion of the Property is on notice of the covenants, conditions, restrictions, easements, and other provisions herein contained.

Section 15.5 Notices.

Any notices or correspondence to an Owner shall be addressed to the street address of the Lot or to such other address as is specified by any such Owner in writing to the Association. The burden shall be on the Owner to prove that such written notification was duly given and delivered to the Association as provided below. Any notices or correspondence to the Association shall be addressed to the registered office of the Association as shown by the records of the Secretary of State for the State of Texas or to such other address as is specified by the Association in writing to

Unofficial

the Owners. Except as this Declaration or the Bylaws otherwise provide, all notices, demands, bills, statements, or other communications under this Declaration or the Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or by private carrier; if sent by United States mail; or, if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile or electronic mail with written confirmation of transmission.

Notices sent in accordance with this Declaration shall be deemed to have been duly given and effective:

(i) sent by United States mail, when deposited with the U.S. Postal Service, correctly addressed, with first class postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation.

Section 15.6 Transfer Under Deed of Trust.

Upon any transfer of Declarant's interest in and to the Property, or any part thereof, under the terms of any deed of trust lien upon the Property, whether voluntary or involuntary, by foreclosure, deed in lieu of foreclosure or otherwise, all rights, title and interests of Declarant under this Declaration, shall be transferred to and devolve upon the party to whom the Property or any part thereof, is thereby conveyed.

Section 15.7 Notice of Transfer.

If at any time a Lot is sold, the new Owner shall have the sole obligation to promptly notify the Association of the name and address of the new Owner and shall be responsible for any cost, charge or expense added to the account of such Owner which may have otherwise been avoided if the above information was promptly delivered to the Association.

Section 15.8 **No Liability for Trespass.**

Whenever the Association, the Board of Directors or Declarant exercises any right hereunder and in connection therewith enters upon any Lot, such parties shall not be liable for trespass upon such Lot.

Unofficial

Section 15.9 Lien Priority.

Notwithstanding any other provision of the Declaration, the lien to secure the payment of Assessments and any other lien which the Association may have on any Lot pursuant to the Declaration for (a) Assessments or other charges becoming payable on or after the date of recordation of the first mortgage or deed of trust on any Lot, or (b) any fees, late charges, fines or interest that may be levied by the Association in connection with unpaid Assessments, shall be subordinate to the lien or equivalent security interest of any legitimate third-party first lien mortgage or deed of trust on any Lot, if any. Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings in which the Association has been made a party, shall extinguish the liens securing maintenance charges or Assessments which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing Assessments thereafter becoming due and payable, nor shall the liability of any Owner personally obligated to pay maintenance charges or Assessments which become due prior to such foreclosure be extinguished by any foreclosure, nor shall the lien for future Assessments or changes be affected in any manner. Any such maintenance charges or Assessments which are extinguished pursuant to the foregoing provision shall be reallocated and assessed to all Lots as a common expense.

Section 15.10 Use of Recreational Facilities and Other Common Properties.

The property made subject to this Declaration may contain common recreational facilities available for the use and enjoyment of Owners of all or any part of the Property, including lots and homes, within the Subdivision, their families, tenants and other occupants of their property, and the guests of any such persons. **EACH OWNER, BY ACCEPTANCE OF A DEED TO ANY PORTION OF THE PROPERTY MADE SUBJECT TO THIS DECLARATION, ACKNOWLEDGES THAT THE USE AND ENJOYMENT OF ANY RECREATIONAL FACILITY OR ANY OTHER PORTION OF THE COMMON PROPERTIES INVOLVES RISK OF PERSONAL INJURY OR DAMAGE TO PROPERTY.** Each Owner acknowledges, understands, and covenants to inform his or her family members, and tenants and other occupants of Owner's property that Declarant, the Association, the Board and any committees, and Builders constructing homes and other improvements within the Property are not insurers of personal safety. **EACH PERSON USING SUCH RECREATIONAL FACILITIES OR ANY OTHER PORTION OF THE COMMON PROPERTIES ASSUMES ALL RISKS OF PERSONAL INJURY, DEATH, AND LOSS OR DAMAGE TO PROPERTY, RESULTING FROM THE USE AND ENJOYMENT OF ANY RECREATIONAL FACILITY OR OTHER PORTION OF THE COMMON PROPERTIES.** Each Owner agrees that Declarant, the Association, the Board and committees, and builders within the community shall not be liable to any person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury or death, destruction of property, trespass, loss of enjoyment, or any other wrong or entitlement to remedy based upon, due to, arising from, or otherwise relating to the use of any recreational facility or other portions of the Common Properties, including, without limitation, any claim arising in whole or in part from the negligence of Declarant, the Association, or any Builder within the community. **THE FOREGOING RELEASE IS INTENDED TO RELEASE THE SPECIFIED PARTIES FROM LIABILITY FOR THEIR OWN NEGLIGENCE.**

DRAFT

EACH OWNER ACKNOWLEDGES AND AGREES THAT THE ABOVE RELEASE FROM LIABILITY IS CONSIDERATION FOR, AND A CONDITION TO, THE USE AND ENJOYMENT OF THE RECREATIONAL FACILITIES AND OTHER COMMON PROPERTIES WITHIN THE SUBDIVISION AND THAT THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT AND BUILDERS TO SELL, CONVEY, LEASE, AND/OR ALLOW THE USE OF LOTS WITHIN THE SUBDIVISION. ANY VIOLATION OF THIS RELEASE AGREEMENT BY AN OWNER, OR ANY OF OWNER'S FAMILY MEMBERS, TENANTS AND OTHER OCCUPANTS OF OWNER'S PROPERTY, OR THEIR RESPECTIVE GUESTS SHALL BE GROUNDS FOR THE SUSPENSION OR TERMINATION OF ALL OF SUCH PERSONS' USE PRIVILEGES IN SUCH FACILITIES.

Section 15.11 Construction of Declaration and All Association Documents.

The provisions of this Declaration and all other documents of the Association shall be liberally construed to give effect to its intended purpose. All doubts regarding the meaning, significance or effect of a provision in this Declaration or other documents of the Association, shall be resolved in favor of the operation of the Association and its enforcement of the Declaration.

(Signature page follows)

Unofficial

EXECUTED to be effective as of the 13 day of OCT, 2020.

MM Chalk Hill, 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: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 13 day of OCT, 2020, by Mehrdad Moayedi, the Manager of 2M Ventures, LLC, as the Manager of MMM Ventures, LLC, as the Manager of MM Chalk Hill, LLC, a Texas limited liability company on behalf of said company.

[SEAL]

ROME BRADLEY BARNES
Notary ID #129140981
My Commission Expires
September 26, 2024

_____
Notary Public, State of Texas

Unofficial

Exhibit "A"
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHALK HILL

PROPERTY DESCRIPTION:

TRACT 1

Being a 94.827 acre tract of land situated in the George W. Eastes Survey, Abstract Number 299, the William W. Shawver Survey, Abstract Number 810, and the William B. Tucker Survey, Abstract Number 912, City of Celina, Collin County, Texas, and being a part of that certain tract of land described by deed to CADG CELINA 156, LLC, recorded under Document Number 20141015001128280, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the most northwest corner of a tract of land described to A.P. Sommerhalder, LLC, by deed recorded in document number 20150625000764600, Deed Records, Collin County, Texas, and the southwest corner of that certain tract of land described by deed to Preston 51 CR 102, LP, recorded under Document Number 20071120001569950 of the Official Public Records of Collin County, Texas, and being in the east line of State Highway No. 289, also known as Preston Road, having a variable width right-of-way, and being within County Road 102;

THENCE South 89 degrees 43 minutes 35 seconds East, within said County Road 102 and with the north line of said A. P. Sommerhalder tract and the south line of said Preston 51 CR 102 tract, a distance of 737.08 feet to a point for corner, being the POINT OF BEGINNING;

THENCE South 89 degrees 43 minutes 35 seconds East, continuing within said County Road 102, a distance of 1803.23 feet to a point for the southeast corner of said Preston 51 CR 102, LP tract, same being an inner ell corner of said CADG Celina 156, LLC tract;

THENCE North 00 degrees 26 minutes 05 seconds West, with the east line of said Preston 51 CR 102, LP tract and the northernmost west line of said CADG Celina 156, LLC tract, a distance of 640.81 feet to a 1/2 inch iron rod found for the southwest corner of that same tract of land described to Mohammad Ali Dalaki, by deed recorded in Document Number 20141119001266880, Official Public Records, Collin County, Texas, same being the northernmost northwest corner of said CADG Celina 156, LLC tract;

THENCE North 89 degrees 49 minutes 17 Seconds East, with the south line of said Dalaki tract and the north line of said CADG Celina 156, LLC tract, a distance of 1391.00 feet to a point for the southeast corner of said Dalaki tract and the northeast corner of said CADG Celina 156, LLC tract, said point lying on the west line of that same tract of land described to Nanda Estates, LLC, by deed recorded in Document Number 20140709000706790, Official Public Records, Collin County, Texas;

THENCE South 00 degrees 30 minutes 42 seconds East, with the west line of said Nanda Estates, LLC tract and the easternmost line of said CADG Celina 156, LLC tract, a distance of 1391.70 feet to a 5/8 inch iron rod found for the easternmost southeast corner thereof, same being the southwest corner of said Nanda Estates, LLC tract, and lying on the north line of that same tract of land described to Four Winds Enterprises, Ltd., by deed recorded in Volume 5476, Page 8080, Official Public Records, Collin County, Texas;

THENCE South 88 degrees 45 minutes 36 seconds West, with the north line of said Four Winds Enterprises, Ltd. tract, and the easternmost south line of said CADG Celina 156, LLC tract, a distance of 551.59 feet to a point for corner;

THENCE South 89 degrees 08 minutes 14 seconds West, continuing with the north line of said Four Winds Enterprises, Ltd. tract, and the easternmost south line of said CADG Celina 156, LLC tract, a distance of 1442.68 feet to a 1/2 inch iron rod found for the northwest corner of said Four Winds Enterprises, Ltd. tract and an inner ell corner of said CADG Celina 156, LLC tract;

THENCE South 00 degrees 08 minutes 33 seconds West, with the west line of said Four Winds Enterprises, Ltd. tract, and the southernmost east line of said CADG Celina 156, LLC tract, a distance of 45.11 feet to point for corner in the west line of said Four Winds Enterprises, Ltd., and at the beginning of a curve to the left having a radius of 708.00 feet, with a delta angle of 36 degrees 15 minutes 41 seconds, whose chord bears South 72 degrees 00 minutes 02 seconds West, a distance of 440.64 feet;

THENCE, in a southwesterly direction, departing the southernmost east line of said CADG Celina 156 tract, over, across, and upon said CADG Celina 156 tract, and with said curve, an arc length of 448.08 feet to a point for corner;

THENCE South 53 degrees 52 minutes 12 seconds West, continuing within said CADG Celina 156 tract, a distance of 1001.46 feet to a

Unofficial Draft

point for corner lying on the west line thereof, same being the east line of that certain tract of land described in deed to Sutton Field Investments, LLC, recorded under Document Number 20150305000240910, Official Public Records of Collin County, Texas;

THENCE North 01 degrees 31 minutes 38 seconds West, with the west line of said CADG Celina 156 tract, the east line of said Sutton Field Investments, LLC, tract, and the east line of that certain tract of land described to Old Celina, LTD., by deed recorded under Document Number 20150305000240780 of the Official Public Records of Collin County, Texas, a distance of 403.65 feet to point for corner;

THENCE North 87 degrees 49 minutes 58 seconds West, with the westernmost south line of said CADG Celina 156 tract, and the north line of said Old Celina, LTD. tract, a distance of 793.07 feet to a 1/2 inch iron rod with a yellow cap stamped ³ASC´ set for corner in the east line of said Preston Road, lying in a curve to the left having a radius of 11546.01 feet, with a delta angle of 02 degrees 10 minutes 12 seconds, whose chord bears North 05 degrees 22 minutes 06 seconds East, a distance of 437.28 feet;

THENCE continuing with the east line of said Preston Road and with said curve, an arc length of 437.31 feet to a point for the westernmost northwest corner of said CADG Celina 156 tract and the southwest corner of said A.P. Sommerhalder, LLC tract;

THENCE South 85 degrees 39 minutes 30 seconds East, with the westernmost north line of said CADG Celina 156 tract and the south line of said A.P. Sommerhalder, LLC. tract, a distance of 763.61 feet to point for the southeast corner of said A.P.Sommerhalder, LLC. tract and an interior corner of said CADG Celina 156 tract;

THENCE North 01 degrees 37 minutes 07 seconds East, with the northernmost west line of said CADG Celina 156 tract and the east line of said A.P. Sommerhalder, LLC. tract, a distance of 749.79 feet to the POINT OF BEGINNING, and containing 4,130,674 square feet or 94.827 acres of land, more or less, and being subject to any and all easements that may affect.

TRACT 2

Being a 2.329 acre tract of land situated in the George W. Eastes Survey, Abstract Number 299, and the Wade H. Rattan Survey, Abstract Number 753, City of Celina, Collin County, Texas, and being a part of that certain tract of land described by deed to OLD CELINA, LTD. recorded under Document Number 20150305000240780, Official Public Records of Collin County, Texas, a part of that certain tract of land described to EQUITY TRUST COMPANY, CUSTODIAN FBO/O/ SHERESE GLENDENNING IRA, recorded under Document Number 20150305000240770, Official Public Records of Collin County, Texas, and a part of that certain tract of land described to SUTTON FIELD INVESTMENTS, LLC, recorded under Document Number 20150305000240910, Official Public Records of Collin County, Texas, and being a part of that certain tract of land described by deed to CADG CELINA 156, LLC, recorded under Document Number 20141015001128280, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows (bearings for this survey are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD83) (US Foot), with a combined scale factor of 1.000152710):

COMMENCING at a 1/2-inch iron rod found for the northwest corner of that certain tract of land described to Moses Hubbard, et ux, recorded in Volume 29, Page 487, Deed Records, Collin County, Texas, and the southernmost southwest corner of that certain tract of land described to CADG CELINA 156, LLC, recorded in Document Number 20141015001128280, Official Public Records, Collin County, Texas, and lying on the east line of said Sutton Field Investments, LLC tract;

THENCE North 01 degrees 31 minutes 38 seconds West, with the west line of said CADG CELINA 156, LLC tract and the east line of said SUTTON FIELD INVESTMENTS, LLC tract, a distance of 413.95 feet to the **POINT OF BEGINNING;**

THENCE South 53 Degrees 52 Minutes 12 Seconds West, departing the west line of said CADG CELINA 156, LLC tract, a distance of 274.37 feet, to a point of corner at the beginning of a tangent curve to the right having a central angle of 35 degrees 54 minutes 41 seconds, a radius of 800.00 feet, a chord bearing and distance of South 71 degrees 49 minutes 42 seconds West, 493.25 feet;

THENCE in a southwesterly direction, and along said curve to the right, an arc length of 501.42 feet to a

point for corner; THENCE South 89 degrees 47 minutes 13 seconds West, a distance of 132.76 feet to a

point for corner;

THENCE South 44 degrees 58 minutes 27 seconds West, a distance of 35.47 feet to a point for corner in the northernmost west line of said EQUITY TRUST COMPANY tract, and lying on the east right-of-way line of State Highway No. 289 (Preston Road) (a variable width right-of-way);
THENCE North 00 degrees 09 minutes 41 seconds East, with the northernmost west line of said EQUITY TRUST COMPANY tract and the east right-of-way line of said State Highway No. 289, a distance of 79.86 feet to a Texas Department of Transportation Monument

Unofficial

found for corner at an angle point in the east right-of-way line thereof, and in the west line of said OLD CELINA, LTD. tract;

THENCE North 00 degrees 51 minutes 58 seconds West, continuing with the east right-of-way line of said State Highway No. 289 and the west line of said OLD CELINA, LTD. tract, a distance of 70.14 feet to a point for corner;

THENCE South 45 degrees 32 minutes 22 seconds East, departing the east right-of-way line of said State Highway No. 289 and the west line of said OLD CELINA, LTD. tract, a distance of 35.56 feet to a point for corner;

THENCE North 89 degrees 47 minutes 13 seconds East, a distance of 132.92 feet to a point for corner at the beginning of a tangent curve to the left having a central angle of 35 degrees 54 minutes 39 seconds, a radius of 700.00 feet, a chord bearing and distance of North 71 degrees 49 minutes 42 seconds East, 431.59 feet;

THENCE in a northeasterly direction, along said curve to the left, an arc length of 438.73 feet to a point for corner;

THENCE North 53 degrees 52 minutes 12 seconds East, a distance of 343.36 feet to a point for corner in the east line of said OLD CELINA, LTD. tract and the west line of said CADG CELINA 156, LLC tract;

THENCE South 01 degrees 31 minutes 38 seconds East, with the east line of said OLD CELINA, LTD. tract, and the west line of said CADG CELINA 156, LLC a distance of 121.49 feet to the POINT OF BEGINNING, and containing 94,281 square feet or 2.164 acres of land, more or less, and being subject to any and all easements that may affect.

[End of Exhibit A – Legal Description]

Unofficial

EXHIBIT "B"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHALK HILL

Declarants Reservations and Representations

B. 1 . GENERAL PROVISIONS.

B.1.1. Introduction. Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling the Declarant-related provisions in this Exhibit.

B.1.2. General Reservation & Construction. Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any mortgagee, other Owner, or the Association, prevent or interfere with the rights contained in this Exhibit which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of conflict between this Exhibit and any other Document, this Exhibit controls. This Exhibit may not be amended without the prior written consent of Declarant. To the extent any proposed amendment is for the purpose of either amending the provisions of this Declaration or the Association's Agreements pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, Common Areas, private Streets or grounds that are the responsibility of the Association, prior written consent of the Town may be required. The terms and provisions of this Exhibit must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

B.1.3. Purpose of Development and Declarant Control Periods. This Exhibit gives Declarant certain rights during the Development Period and the Declarant Control Period to ensure a complete and orderly build out and sellout of the Property, which is ultimately for the benefit and protection of Owners and mortgagees. Declarant may not use its control of the Association and the Property for an advantage over the Owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements which the Association may not terminate without cause with ninety days' notice.

B.1.4. Definitions. As used in this Exhibit and elsewhere in the Documents, the following words and phrases, when capitalized, have the following specified meanings:

a. **"Builder"** means a person or entity which purchases, or contracts to purchase, a Lot from Declarant or from a Builder for the purpose of constructing a Single-Family Residence for resale or under contract to an Owner other than Declarant. As used in this Declaration, Builder does not refer to Declarant or to any home building or home marketing company that is an affiliate of Declarant.

b. **"Declarant Control Period"** means that period of time during which Declarant controls the operation of this Association. The duration of the Declarant Control Period will be from the date this

Declaration is recorded for a maximum period not to exceed the earlier of:

(1) fifty (50) years from date this Declaration is recorded; or

(2) the date title to the Lots and all other portions of the Property has been conveyed to Owners other than Builders or Declarant.

B.1.5. Builders. Declarant, through its affiliates, intends to construct single family residences on the Lots in connection with the sale of the Lots. However, Declarant may, without notice, sell some or all of the Lots to one or more Builders to improve the Lots with single family residences to be sold and occupied.

B.2. **DECLARANT CONTROL PERIOD RESERVATIONS.** Declarant reserves the following powers, rights, and duties during the Declarant Control Period:

B.2.1. Officers & Directors. During the Declarant Control Period, the Board shall consist of three persons. During the Declarant Control Period, Declarant may appoint, remove, and replace any officer or director of the Association, none of whom need be Members or Owners, and each of whom is indemnified by the Association as a "Leader," provided, however, that on or before the date which is the earlier of (i) one hundred twenty (120) days after Declarant has sold seventy five percent (75%) of the Lots that may be developed within the Property, or (ii) ten (10) years after the date of recordation of this Declaration, at least one-third (1/3) of the directors on the Board shall be elected by non-Declarant Owners.

B.2.2. Weighted Votes. During the Declarant Control Period, the vote appurtenant to each Lot owned by Declarant is weighted fifteen (15) times that of the vote appurtenant to a Lot owned by another Owner. In other words, during the Declarant Control Period, Declarant may cast the equivalent of fifteen (15) votes for each Lot owned by Declarant on any issue before the Association which shall remain valid until 99% of the Lots planned or approved for the Property has been transferred to Class A Members other than Builders who purchase Lots for development and sale. On termination of the Declarant Control Period and thereafter, the vote appurtenant to Declarant's Lots is weighted uniformly with all other votes.

B.2.3. Budget Funding. During the Declarant Control Period only, Declarant may, but is not obligated, to provide subsidy to pay actual cash outlays of the Association for common operating expenses, excluding non-recurring expenses, major damages or repairs, and any capital improvements or reserves that is not associated with the initial construction or development. Declarant is under no obligation to provide, build, or install amenities or improvements. At the Declarant's sole discretion, funds provided for the purpose of offsetting a deficit and providing a subsidy may be treated as a loan. On termination of the Declarant Control Period, or prior if the Association's financial stability is sufficient, Declarant may make claim to any subsidy by written demand to the Board of Directors and the Board shall, without delay, honor a written demand for repayment of all or any portion of subsidy paid. Declarant may, but is under no obligation, to waive all or any portion of subsidy provided. Any such waiver shall be delivered by the Declarant or its Agents in writing to the Association and/or the Board of Directors.

B.2.4. Declarant Assessments. During the Declarant Control Period, any real property owned by Declarant is not subject to Assessments by the Association.

B.2.5. Builder Obligations. Absent such an exemption, any Builder who owns a Lot is liable for all Assessments and other fees charged by the Association in the same manner as any Owner.

B.2.6. Commencement of Assessments. During the initial development of the Property, Declarant may elect to postpone the Association's initial levy of Regular Assessments until a

certain number of Lots are sold. During the Declarant Control Period, Declarant will determine when the Association first levies Regular Assessments against the Lots. Prior to the first levy, Declarant will be responsible for all operating expenses of the Association.

B.2.7. Expenses of Declarant. Expenses related to the completion and marketing of the Property will be paid by Declarant and are not expenses of the Association.

B.2.8. Budget Control. During the Declarant Control Period, the right of Owners to veto the Budget, Assessment increases or Special Assessments is not effective and may not be exercised.

B.2.9. Organizational Meeting. Within one-hundred twenty (120) days after the end of the Declarant Control Period, or sooner at the Declarant's option, Declarant will call an organizational meeting of the Members of the Association for the purpose of electing, by vote of the Owners, directors to the Board. Written notice of the organizational meeting must be given to an Owner of each Lot at least ten (10) days but not more than forty-five (45) days before the meeting. For the organizational meeting, Owners of ten percent (10%) of the Lots constitute a quorum. The directors elected at the organizational meeting will serve as the Board until the next annual meeting of the Association or a special meeting of the Association called for the purpose of electing directors, at which time the staggering of terms will begin. At this transition meeting, the Declarant will transfer control over of all utilities related to the Common Areas owned by the Association and Declarant will provide information to the Association, if not already done so, relating to the operation and maintenance of the Common Areas and Areas of Common Responsibility.

B.3. DEVELOPMENT PERIOD RESERVATIONS. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, at any time during the Development Period:

B.3.1. Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Subject to approval by (1) a governmental entity, if applicable, and (2) the Owner of the land or Lots to which the change would directly apply (if other than Declarant), Declarant may (a) change the sizes, dimensions, and configurations of Lots and Streets; (b) change the minimum Single-Family Residence size; (c) change the building setback requirements; and (d) eliminate or modify any other feature of the Property.

B.3.2. Builder Limitations. Declarant may require its approval (which may not be unreasonably withheld) of all documents and materials used by a Builder in connection with the development and sale of Lots, including without limitation promotional materials; deed restrictions; forms for deeds, Lot sales, and Lot closings. Without Declarant's prior written approval, a Builder may not use a sales office or model in the Property to market homes, Lots, or other products located outside the Property.

B.3.3. Architectural Control. During the Development Period, Declarant has the absolute right to serve as the Architectural Reviewer. Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights to (I) an ACC appointed by the Board, or (2) a committee comprised of architects, engineers, or other persons who may or may not be Members of the Association. Any such delegation is at all times subject to the unilateral rights of Declarant (I) to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (2) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Declarant also has the unilateral right to exercise architectural control over vacant Lots in the Property. The Association, the Board of directors, nor a committee appointed by the Association or Board (no matter how the committee is named)

DRAFT

may involve itself with the approval of new homes and related improvements on vacant Lots.

B.3.4. Amendment. During the Development Period, Declarant may amend this Declaration and the other Documents, without consent of other Owners or mortgagee, for any purpose, including without limitation the following purposes:

c. To create Lots, easements, and Common Areas within the Property.

d. To modify the designation of the Area of Common Responsibility.

e. To subdivide, combine, or reconfigure Lots.

f. To convert Lots into Common Areas and Common Areas back to Lots.

g. To modify the construction and use restrictions of this Declaration.

h. To merge the Association with another property owners' association.

i. To comply with the requirements of an underwriting lender.

j. To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.

k. To enable any reputable title insurance company to issue title insurance coverage on the Lots.

l. To enable an institutional or governmental lender to make or purchase mortgage loans on the Lots.

m. To change the name or entity of Declarant.

n. To change the name of the addition in which the Property is located.

o. To change the name of the Association.

p. For any other purpose, provided the amendment has no material adverse effect on any right of any Owner.

B.3.5. Completion. During the Development Period, Declarant has (1) the right to complete or make improvements indicated on the Plat; (2) the right to sell or lease any Lot owned by Declarant; and (3) an easement and right to erect, construct, and maintain on and in the Common Area, Area of Common Responsibility, and Lots owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the Property, including, without limitation, parking areas, temporary buildings, temporary fencing, portable toilets, storage areas, dumpsters, trailers, and commercial vehicles of every type.

B.3.6. Easement to Inspect & Right to Correct. During the Development Period, Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and

Unofficial Document

relocate any structure, improvement or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a screening wall located on a Lot may be warranted by a change of circumstance, imprecise siting of the original wall, or desire to comply more fully with public codes and ordinances. This Section may not be construed to create a duty for Declarant or the Association.

B.3.7. Promotion. During the Development Period, Declarant reserves for itself an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and Residents, for purposes of promoting, identifying, and marketing the Property and/or Declarant's homes, Lots, developments, or other products located outside the Property. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Property. Declarant also reserves the right to sponsor marketing events —such as open houses, MLS tours, and broker's parties — at the Property to promote the sale of Lots. During the Development Period, Declarant also reserves (1) the right to permit Builders to place signs and promotional materials on the Property and (2) the right to exempt Builders from the sign restriction in this Declaration.

B.3.8. Offices. During the Development Period, Declarant reserves for itself the right to use Single Family Residences owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property and/or Declarant's developments or other products located outside the Property. Also, Declarant reserves for itself the easement and right to make structural changes and alterations on and to Lots and Single-Family Residences used by Declarant as models, storage areas, and offices, as may be necessary to adapt them to the uses permitted herein.

B.3.9. Access. During the Development Period, Declarant has an easement and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing the Property and the Property Subject to Annexation (as hereinafter defined), and for discharging Declarant's obligations under this Declaration. Declarant also has the right to provide a reasonable means of access for the home buying public through any existing or future gate that restricts vehicular access to the Property in connection with the active marketing of Lots and homes by Declarant or Builders, including the right to require that the gate be kept open during certain hours and/or on certain days. This provision may not be construed as an obligation or intent to gate the Property.

B.3.10. Utility Easements. During the Development Period, Declarant may grant permits, licenses, and easements over, in, on, under, and through the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Property. Declarant reserves the right to make changes in and additions to the easements on any Lot, as shown on the Plat, to more efficiently or economically install utilities or other improvements. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, cable, internet service, and security. To exercise this right as to land that is not a Common Area or not owned by Declarant, Declarant must have the prior written consent of the Owner.

B.3.11 .Assessments. For the duration of the Development Period, any Lot owned by Declarant is not subject to mandatory Assessment by the Association until the date Declarant

transfers title to an Owner other than Declarant. If Declarant owns a Lot on the expiration or termination of the Development Period, from that day forward Declarant is liable for Assessments on each Lot owned by Declarant in the same manner as any Owner.

B.3.12. Land Transfers. During the Development Period, any transfer of an interest in the Property to or from Declarant is not subject to any transfer-related provision in the Documents, including without limitation on an obligation for transfer or Resale Certificate fees, and the transfer-related provisions of this Declaration. The application of this provision includes without limitation Declarant's Lot take-downs, Declarant's sale of Lots to Builders, and Declarant's sale of Lots to homebuyers.

B.4. COMMON AREAS. Declarant will convey title to the Common Areas, including any and all facilities, structures, improvements and systems of the Common Areas owned by Declarant, to the Association by one or more deeds — with or without warranty. Any initial Common Area improvements will be installed, constructed, or authorized by Declarant, the cost of which is not a Common Expense of the Association. At the time of conveyance to the Association, the Common Areas will be free to encumbrance except for the property taxes accruing for the year of conveyance the terms of this Declaration and matters reflected on the Plat. Declarant's conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners. The transfer of control of the Association at the end of the Declarant Control Period is not a transfer of Common Areas requiring inspection, evaluation, acceptance, or approval of Common Area improvements by the Owners.

B.5. WORKING CAPITAL FUND. Declarant may (but is not required to) establish a working capital fund for the Association by requiring purchasers of Lots to make a one-time contribution to this fund. Working Capital Fund excludes Acquisition Assessments as outlined in the Declaration. Working Fund Contribution if established is subject to the following conditions;

a. The amount of the contribution to this fund will be $350.00 and will be collected on the closing of the sale of the Lot to any Owner other than Declarant, a Successor Declarant, Declarant-affiliate or a Builder.

b. Subject to the foregoing Builder provision, a Lot's contribution should be collected from the Owner at closing upon sale of Lot from Builder to Owner; Declarant acknowledges that this condition may create an inequity among the Owners but deems it a necessary response to the diversification of marketing and closing Lot sales.

c. Contributions to the fund are not advance payments of Regular Assessments, Special Assessments, or Acquisition Assessments and are not refundable to the contributor by the Association or by Declarant. This may not be construed to prevent a selling Owner from negotiating reimbursement of the contribution from a purchaser.

d. If applicable, Declarant will transfer the balance of the working capital fund to the Association on or before termination of the Declarant Control Period. Declarant may not use the fund to defray Declarant's personal expenses or construction costs however, Declarant may, if necessary, utilize funds for the Association's operating needs in the event of a deficit in the Association's operating budget. The Declarant is not responsible for the establishment of or funding of a Reserve or Working Capital Fund.

Unofficial Document

B.6. SUCCESSOR DECLARANT. Declarant may designate one or more Successor Declarants' (herein so called) for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the Real Property Records of Collin County, Texas. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section and may designate further Successor Declarants.

B.7. Declarant's Right to Annex Adjacent Property. Declarant hereby reserves for itself and its affiliates and/or any of their respective successors and assigns the right to annex any real property in the vicinity of the Property (the "Property Subject to Annexation") into the scheme of this Declaration as provided in this Declaration. Notwithstanding anything herein or otherwise to the contrary, Declarant and/or such affiliates, successors and/or assigns, subject to annexation of same into the real property subject to the Declaration, shall have the exclusive unilateral right, privilege and option (but never an obligation), from time to time, for as long as Declarant owns any portion of the Property or Property Subject to Annexation, to annex (a) all or any portion of the Property Subject to Annexation owned by Declarant, and (b) subject to the provisions of this Declaration and the jurisdiction of the Association, any additional property located adjacent to or in the immediate vicinity of the Property (collectively, the "Annexed Land"), by filing in the Official Public Records of Collin County, Texas, a Supplemental Declaration expressly annexing any such Annexed Land. Such Supplemental Declaration shall not require the vote of the Owners, the Members of the Association, or approval by the Board or other action of the Association or any other Person, subject to the prior annexation of such Annexed Land into the real property subject to the Declaration. Any such annexation shall be effective upon the filing of such Supplemental Declaration in the Official Public Records of Collin County, Texas (with consent of Owner(s) of the Annexed Land, if not Declarant). Declarant shall also have the unilateral right to transfer to any successor Declarant, Declarant's right, privilege and option to annex Annexed Land, provided that such successor Declarant shall be the developer of at least a portion of the Annexed Land and shall be expressly designated by Declarant in writing to be the successor or assignee to all or any part of Declarant's rights hereunder.

B.7.1. Procedure for Annexation. Any such annexation shall be accomplished by the execution by Declarant, and the filing for record by Declarant (or the other Owner of the property being added or annexed, to the extent such other Owner has received a written assignment from Declarant of the right to annex hereunder) of a Supplemental Declaration which must set out and provide for the following:

(i) A legally sufficient description of the Annexed Land being added or annexed, which Annexed Land must as a condition precedent to such annexation be included in the real property subject to the Declaration;

(ii) That the Annexed Land is being annexed in accordance with and subject to the provisions of this Declaration, and that the Annexed Land being annexed shall be developed, held, used, sold and conveyed in accordance with, and subject to, the provisions of this Declaration as theretofore and thereafter amended; provided, however, that *if* any Lots or portions thereof being so annexed are to be treated differently than any of the other Lots (whether such difference is applicable to other Lots included therein or to the Lots now subject to this Declaration), the Supplemental Declaration should specify the details of such differential treatment and a general statement of the rationale and reasons for the difference in treatment, and if applicable, any other special or unique covenants, conditions, restrictions, easements

Unofficial

or other requirements as may be applicable to all or any of the Lots or other portions of Annexed Land being annexed;

(iii) That all of the provisions of this Declaration, as amended, shall apply to the Annexed Land being added or annexed with the same force and effect as if said Annexed Land were originally included in this Declaration as part of the Initial Property, with the total number of Lots increased accordingly;

(iv) That an Assessment Lien is therein created and reserved in favor of the Association to secure collection of the Assessments as provided in this Declaration, and as provided for, authorized or contemplated in the Supplemental Declaration, and setting forth the first year Maintenance Assessments and the amount of any other then applicable Assessments (if any) for the Lots within the Annexed Land being made subject to this Declaration; and

(v) Such other provisions as the Declarant therein shall deem appropriate.

B.7.2. Amendment. The provisions of this B.7. or its sub-sections may not be amended without the express written consent of Declarant (and Declarant's successors and assigns in accordance with the terms hereof).

B.7.3. 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 property to this Declaration and no Owner of the property excluded from this Declaration shall have any right to have such property annexed thereto.

B.7.4. Effect of Annexation on Class B Membership. In determining the number of Lots owned by the Declarant for the purpose of Class B Membership status the total number of Lots covered by this Declaration and located in such Declarant's portion of the Property, including all Lots acquired by the Declarant and annexed thereto, shall be considered. If Class B Membership has previously lapsed but annexation of additional property restores the ratio of Lots owned by the Declarant to the number required by Class B Membership, such Class B Membership shall be reinstated until it expires pursuant to the terms of the Declaration.

[End of Exhibit B]

Unofficial

EXHIBIT "C"

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
CHALK HILL**

Design Guidelines

Lots and Residences in Chalk Hill are subject to City of Celina's Ordinance 2010-26. In the event of a conflict, the City of Celina Ordinance shall supersede the Governing Documents except in the event the standards, requirements and guidelines for construction in the Governing Documents are higher than that of the City. In this case, the higher standard shall prevail. Exceptions to this rule is allowed only by written approval of the Architectural Control Committee and must be obtained prior to the commencement of construction.

Unofficial

PART 1: BUILDING AND AREA REQUIREMENTS

SECTION 1.1 Minimum Floor Area.

The total air-conditioned living area of the main residential structure constructed on each Lot, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be in accordance with the City of Celina Zoning and Subdivision Regulations and other applicable laws, but in no event shall be less than 1,500 square feet.

SECTION 1.2 Minimum Lot Area and Maximum Building Height.

The minimum area of any Lot shall be four thousand, Five Hundred (4,500) square feet. The maximum height of a building shall be two and one-half (2-1/2) stories, not to exceed thirty-six (36) feet in height. Chimneys, antennae and other architectural projections not used for human occupancy may extend above this height limit.

SECTION 1.3 Lot Coverage.

In no case shall more than sixty-five percent (65%) of the total Lot area be covered by the combined area of the main buildings and accessory buildings. Swimming pools, spas, decks, patios, driveways, walks and other paved areas shall not be included when determining maximum Lot coverage.

SECTION 1.4 Minimum Lot Depth.

The minimum Lot depth of any Lot shall be one-hundred (100) feet, except for Lots at the terminus of a cul-de-sac, on a corner or along a curve may have a minimum Lot depth, measured at mid-points on front and rear Lot lines of ninety (90) feet; provided all other requirements of Celina's Ordinance No. 2010-26 are fulfilled.

SECTION 2.1: YARD DEPTHS AND SETBACKS

2.1.1 Front Yard: The minimum depth of the front yard shall be twenty (20) feet.

2.1.2 Front Entry Setback: The minimum garage setback for front entry driveways shall be twenty (20) feet.

2.1.3 Side Yard: The minimum side yard for a "zero" Lot option shall be one (1) foot on one side and nine (9) foot on the other side of the Lot. The minimum side yard for a "center" Lot option shall be five (5) feet on one side and five (5) feet on the other side of the Lot. In no case shall any building separation be less than ten (10) feet. The side yard adjacent to a street shall be ten (10) feet.

2.1.4 Rear Yard: The minimum depth of the rear yard shall be ten (10) feet.

PART TWO: LANDSCAPING, FENCES AND EXTERIOR ELEMENTS

SECTION 2.1 LANDSCAPING:

Upon completion of each dwelling unit, each dwelling must comply with the landscaping requirements of any applicable City of Celina ordinances and Association Rules. Notwithstanding compliance with the foregoing, the following landscape elements shall be installed prior to occupancy of the dwelling.

2.1.1 Sod: Each dwelling shall have full sod installed for the entire front and rear yard and a minimum of ten (10) feet back from the front wall face for each side yard, or to the side yard fence, whichever is greater.

2.1.2 Trees: Trees are required to be planted by the homebuilder in the front yard of all Lots. A minimum of two (2) three-inch caliper trees measured at twelve inches (12") above ground are required for every Lot, measured at least twelve inches (12") above ground. Each homeowner shall be responsible for maintenance and preservation of trees located on their property and shall promptly replace dead trees within thirty days of loss occurrence when favorable planting weather exists. When unfavorable planting weather exists, the ACC shall grant an extension until such a time favorable weather for tree replacement exits.

Unofficial

2.1.3 Shrubbery and Planting Beds: Each Dwelling shall have a minimum of ten (10) one (1) gallon shrubs planted in a mulched planting bed; the planting bed shall have V-Trenches or edging materials to separate the sod and bed mulch areas. The homeowner shall be responsible for the maintenance a preservation of the shrubs and planting bed and shall promptly replace dead plants when favorable planting weather exists. When unfavorable planting weather exists, the ACC shall grant an extension until such a time favorable weather for plants and shrubbery replacement exits.

SECTION 2.2 FENCES:

2.2.1 Major thoroughfares and Corner Lots: All fencing on corner lots and backing up to streets and major thoroughfares will be considered major thoroughfare fencing. Fencing, which shall be eight-foot (8') Board-on-Board with a cap, and pre-stained Spruce Fence or better, with steel posts on the inside so as not to be visible. Fences shall be kept in good repair at all times. Wall construction shall comply with this Declaration and all City of Celina ordinances. All fencing facing major thoroughfares or making up the perimeter of the development shall be stained the same color. The two pre-approved stain colors for use are:

Manufacturer:	Pre-stained Ace Fence Medium Brown
Color:	or similar color acceptable to ACC.
Manufacturer:	Standard Paint
Color:	Sable Brown or similar light to medium brown color acceptable to ACC.

2.2.2 Standard Side and Rear Yard Fences – Interior Lots: For all interior lots, fences shall be a minimum of six feet (6') in height without the prior written approval of the Architectural Control Committee. Fence may be pre-stained or stain with the pre-approved stain color noted above. Fence must be Spruce or better, with steel posts on the inside so as not be visible, and top rail. All fences to have step ups and step downs to adjust for grade. All portions of the fence that are viewable from the street shall be stained. Fences shall be kept in good repair at all times.

2.2.3 Greenbelt Areas, Open Spaces and Parks: All lots adjacent to any Greenbelt area, Open Spaces and Parks shall have black finished forty-eight-inch (48") high wrought iron or tubular steel fences for the full rear of the Lot. All fences shall be consistent; no variation of design shall be permitted without the express written consent of the ACC. Fence areas shall be unobstructed by screening or other materials unless specifically approved in writing by the ACC.

Unofficial Document

SECTION 2.3 MAIL BOXES:

2.3.1 Mail boxes shall be Cluster Style Mailboxes. All Lots shall utilize cluster mailboxes in accordance with the terms of the Declaration. Final product used as well as location of the pad and cluster mailboxes must receive the prior written approval of the Declarant, ACC and the United States Postal Service prior to installation.

2.3.2 Mail Box Location: Cluster mailboxes utilized by the Lots shall be located as and where required by the United States Postal Service or as otherwise approved by the Declarant and Architectural Control Committee.

SECTION 2.4 FLAGS AND FLAGPOLES

2.4.1 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; 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 Properties.

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

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

2.4.4 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.

2.4.5 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.

2.4.6 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.

2.4.7 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.

Unofficial

2.4.8 Any flag flown or displayed on a freestanding flagpole may be no smaller than 3'x5' and no larger than 4'x6'.

2.4.9 Any flag flown or displayed on a flagpole attached to the dwelling may be no larger than 3'x5'.

2.4.10 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.

2.4.11 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.

2.4.12 Flagpoles shall not be installed in Common Properties or any property maintained by the Association.

2.4.13 All freestanding flagpole installations must receive prior written approval from the Reviewer.

SECTION 2.5 RAIN BARRELS OR RAINWATER HARVESTING SYTEMS

2.5.1 Rain barrels or rain water harvesting systems and related system components (collectively, "Rain Barrels") may only be installed after receiving the written approval of the Reviewer.

2.5.2 Rain Barrels may not be installed upon or within Common Properties.

2.5.3 Under no circumstances shall Rain Barrels be installed or located in or on any area within a Lot that is in-between the front of the property owner's home and an adjoining or adjacent street.

2.5.4 The rain barrel must be of color that is consistent with the color scheme of the property owner's home and may not contain or display any language or other content that is not typically displayed on such Rain Barrels as manufactured.

2.5.5 Rain Barrels may be located in the side-yard or back-yard of an owner's Residential Parcel so long as these may not be seen from a street, another Lot or any Common Properties.

2.5.6 In the event the installation of Rain Barrels in the side-yard or back-yard of an

Unofficial

owner's property in compliance with paragraph 2.5.5 above is impossible, the Reviewing Body may impose limitations or further requirements regarding the size, number and screening of Rain Barrels with the objective of screening the Rain Barrels from public view to the greatest extent possible. The owner must have sufficient area on their Lot to accommodate the Rain Barrels.

2.5.7 Rain Barrels must be properly maintained at all times or removed by the owner.

2.5.8 Rain Barrels must be enclosed or covered.

2.5.9 Rain Barrels which are not properly maintained become unsightly or could serve as a breeding pool for mosquitoes must be removed by the owner from the Lot.

SECTION 2.6 RELIGIOUS DISPLAYS

2.6.1 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.

2.6.2 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

2.6.3 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. The addition of screen doors, storm doors and other similar doors shall require the prior written approval of the Architectural Control Committee.

Unofficial

PART THREE: DWELLING UNITS

SECTION 3.1 ROOFS

3.1.1 Roof Pitch: Minimum Roof Pitch for homes shall be 6-in-12 slopes. 4-in-12 or other slopes may be allowed on Mediterranean/Tuscan building styles or for other minor areas on the residence notwithstanding, lower roof pitch pans shall require the prior written approval of the Architectural Control Committee prior to commencing construction.

3.1.2 Roofing Materials: Roofing materials shall be asphalt shingles with a minimum 30-year rated shingle having a minimum weight of 220 pounds per square (100 square feet) and have a weather wood or gray color. Other roofing materials or colors shall not be used without written approval from the Architectural Control Committee. Solar shingles over the entire roof are not allowed.

3.1.3 Dormers & Above Roof Chimneys: Dormers and Chimney Chases, above roof structure and roofing materials, may be finished with an approved exterior grade siding material. All Fireplace flues shall be enclosed and finished; exposed pre-fabricated metal flue piping is prohibited.

3.1.4 Roof Pitch for primary room shall conform to the Sections 3.1.1, 3.1.2 and 3.1.3 above. Exemptions allowing lower pitch pans in areas around windows, covered porches and patios are allowed and will be reviewed for approval by the ACC on a case by case basis.

SECTION 3.2 CERTAIN ROOFING MATERIALS

3.2.1 Roofing shingles covered by this Section are exclusively those designed primarily to: (i) be wind and hail resistant; and

3.2.2 Roofing Shingles allowed under this Section 3.2 shall:

(1) resemble the shingles used or otherwise authorized for use in the Subdivision and/or Property;
(2) be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use in the Subdivision and/or Property.
(3) match the aesthetics of the property surrounding the property of the owner requesting permission to install the Roofing Shingles.

3.2.3 The owner requesting permission to install the Roofing Shingles will be solely responsible for accrediting, certifying and demonstrating to the Reviewer that the proposed installation is in full compliance with paragraphs a and b above.

3.2.4 Roofing Shingles shall be installed after receiving the written approval of the Reviewer.

Unofficial Document

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

SECTION 3.3 SOLAR PANELS

3.3.1 Solar energy devices, including any related equipment or system components (collectively, "Solar Panels" or "Solar Shingles") may only be installed after receiving the written approval of the Architectural Control Committee.

3.3.2 Solar Energy Devices may not be installed upon or within Common Properties or any area which is maintained by the Association.

3.3.3 Solar Energy Devices may only be installed on designated locations on the roof of a home, on any structure allowed under any Association dedicatory instrument, or within any fenced rear-yard or fenced-in patio of the owner's property, but only as allowed by the Reviewer. Solar Panels / Shingles may not be installed on the front elevation of the home.

3.3.4 If located on the roof of a home, Solar Panels shall:

(1) not extend higher than or beyond the roofline;
(2) conform to the slope of the roof;
(3) have a top edge that is parallel to the roofline; and
(4) have a frame, support bracket, or wiring that is black or painted to match the color of the roof tiles or shingles of the roof. Piping must be painted to match the surface to which it is attached, i.e. the soffit and wall. Panels must blend with the color of the roof to the greatest extent possible.

3.3.5 If located in the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line or visible from a Lot, Common Properties or street.

3.3.6 The Reviewer may deny a request for the installation of Solar Panels or Solar Shingles if it determines that the placement of the Solar Energy Device, as proposed by the property owner, will create an interference with the use and enjoyment of land of neighboring owners.

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

3.3.8 Solar Panels / Shingles must be properly maintained at all times or removed by the owner.

3.3.9 Solar Panels / Shingles which become non-functioning or inoperable must be removed by the owner of the property.

Unofficial

SECTION 3.4 EXTERIOR WALLS

3.4.1 Exterior Wall Materials: Exterior walls shall consist of mason or other approved materials as outlined in 3.4.1.1, 3.4.1.2, and 3.4.1.3 below. For the purpose of clarity, an acceptable masonry product shall include any of the following: brick, brick veneer, stone, stone veneer, and stucco applied as a 3-coat system only. Stucco over wood or board and batten is considered a secondary masonry material and may not be used to meet the primary masonry material calculations. Hardy Board and Cementitious Fiber Board are considered a secondary masonry material and may not be used to meet the primary masonry requirements outlined below. Shake siding is not allowed without the express written consent of the ACC. **Any portion of the exterior façade on a dwelling siding or backing collectors, major roads, open spaces and amenity centers shall be one hundred percent (100%) mason**.

3.4.1.1 Front Walls: All front wall surfaces shall consist of full (100%) masonry materials from the list noted in 3.4.1 above. Upon written consent of the ACC, limited quantities of siding may be used for hidden or concealed wall surfaces not directly visible from the lot's front property line or upon written consent, may be used in limited quantities for small upper gable areas that would create a "brick-on-wood" condition. This provision is not intended to reduce the essential 100% masonry requirement and look intended for the front wall areas and for homes siding or backing collectors, major roads, open spaces and amenity centers. The ACC may allow small quantities of hardy Board and Shake Siding; Notwithstanding, Builder must obtain written consent of the ACC for use of siding prior to commencing construction. The ACC may limit quantities and placement at their sole discretion. Variances shall be allowed at the sole discretion of the Declarant. The allowance of a variance is considered on a case by case basis and is not an obligation or consent for variance to any other Builder or Owner. All requirements may also be subject to review and approval of the City of Celina.

3.4.1.2 Side Walls: Side wall surfaces may be constructed using a mixture of brick and exterior-grade siding or secondary masonry material upon written consent of the ACC. A minimum seventy five percent (75%) brick or masonry overall is required for side and rear walls.

3.4.1.3 Rear Walls: Rear wall surfaces of the first floor may be constructed using a mixture of brick and exterior-grade siding as required to comply with the minimum seventy five percent (75%) brick or masonry overall requirement for side and rear walls; second floor wall surfaces may be exterior-grade siding or secondary masonry materials. **Rear facades on a dwelling backing collectors, major roads, open spaces and amenity centers shall be 100% mason.**

Unofficial Document

3.4.1.4 Chimneys: Chimney wall structures that are a direct extension of an exterior wall shall match the requirement of said wall. Any variance to this rule requires the prior written consent of the ACC.

3.4.1.5 Required masonry percentages shall be calculated excluding exterior wall areas built on top of a roof.

SECTION 3.5 WINDOWS

3.6.1 Windows shall be constructed of vinyl or similar quality type and style. Reflective glass is prohibited. In the event any Lot is considered a zero Lot or windows on a second story level or higher may be considered to cause breach of privacy issues, the ACC may require obscured glass and / or stationery windows on the second-floor levels of residences. Additional restrictions or prohibitions for installation of windows in certain areas of the residence may also apply.

SECTION 3.7 GARAGE

3.7.1 Garage Doors shall be constructed of wood, be wood clad or carriage style garage door with wood appearance (i.e. metal door with a wood like texture) and upgraded hardware. The type and style of garage door used is at the sole discretion of the ACC. The more enhancements used may increase the selection approved for use. Builder and / or Owner MUST provide specific information to the ACC as to type, style, and color and a color photo or diagram is preferred. Any variation of garage door used without the proper approval of the ACC could result in a notice of violation and a request for removal and replacement with an approved door to the Builder or Owner. Garages may not be used for any purpose other than vehicular entry and exit.

SECTION 3.8 DRIVEWAYS

All driveways shall be surfaced with concrete. Driveways and other paved areas may not be included in determining maximum lot coverage. No staining or painting of driveways is allowed without prior written approval of the ACC. No widening of driveway is allowed without prior written approval of the ACC. Driveways must be wide enough to park two (2) normal sized vehicles side by side.

SECTION 3.9 ADDRESS BLOCKS

3.9.1 All address blocks shall be cast stone or a similar aesthetically pleasing style. Address blocks must be unobstructed at all times so as to have the address numbers of the residence fully visible. A back light or placing the address block under an exterior light for easy reading at night is also recommended.

Official Copy

SECTION 3.10 ELEVATION AND BRICK USAGE

3.10.1 Same Plan with Same Elevation: The repeat of the same floor plan with the same elevation design shall be separated by a minimum of three (3) Lots. A street may be considered as one (1) Lot for purpose of separation.

3.10.1.1 Same Plan with different elevation shall be separated by a minimum of two (2) Lots. A street may be considered as one (1) Lot for purpose of separation.

3.10.1.2 No plan using the same floor plan and elevation may be constructed directly across the street from one another. A minimum of one (1) Lot separation ensuring the same floor plan and elevation are at a respectable distance on the opposite side of the street is required.

3.10.2 Repeat Brick Usage: All Dwelling submittals shall calculate the percentage coverage for each material as outlined below. Painted brick shall only be allowed upon written consent of the ACC and the only color generally considered shall be white.

3.10.2.1 Same Side of Street: No combination of brick color, mortar color, and sand color shall be repeated for adjacent dwellings. Street and alley intersections are acceptable separation elements.

3.10.2.2 Opposite Side of Street: There are no restrictions for the use of brick color, mortar color, and sand color for dwelling units on opposing sides of the street.

3.11.3 Exterior Material Area Calculations: All Dwelling submittals shall calculate the percentage coverage for each material as follows:

3.11.3.1 Calculation Method: Calculations for material coverage percentages shall include all exposed areas of the wall surface, excluding window and door openings.

3.11.3.2 Calculation Format: Calculations shall indicate the area coverage for front, side, and rear wall areas and shall be provided using masonry tables. Failure to provide masonry tables may result in delay of review of plans until the required table is provided.

[End of Exhibit C]

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
10/14/2020 10:31:02 AM
$306.00 NPRECELLA
20201014001779020