AFTER RECORDING, RETURN INSTRUMENT TO:
Crosswood Creek Estates Residential Association, Inc.
C/O Kevin Herbert
2750 S. Preston Rd., Suite 116-206
Celina, TX 75009

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROSSWOOD CREEK ESTATES SUBDIVISION

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROSSWOOD CREEK ESTATES SUBDIVISION (the "First Amendment") is made and entered into to be effective as of January ____, 2026, by CROSSWOOD CREEK ESTATES RESIDENTIAL ASSOCIATION, INC., a Texas nonprofit corporation ("Declarant").

RECITALS:

WHEREAS Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Crosswood Creek Estates Subdivision (the "Original Declaration") dated to be effective as of June 29, 2020, recorded on July 8, 2020, under Document #20200708001051000, in the Official Land Records of Collin County, Texas; and

WHEREAS, pursuant to Section 10.2 of the Original Declaration, Declarant may amend and/or change the Original Declaration upon the written express consent of at least seventy percent (70%) of the outstanding votes of the Members of the Association.

NOW, THEREFORE, the Original Declaration is hereby amended as follows:

1. All capitalized terms not otherwise defined herein shall have the same meaning as in the Original Declaration.

2. The definition of "Declarant" as provided in Section 1.9 of the Original Declaration shall be deleted in its entirety and the following provision is inserted in its place for all purposes of the Original Declaration:

*"**Declarant**" means Crosswood Creek Estates Residential Association, Inc, a Texas nonprofit corporation.*

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3. **Section 6.3 Classes of Membership**.

The definition of "Class B" Members as provided in Section 6.3 of the Original Declaration shall be deleted in its entirety and the following provision is inserted in its place for all purposes of the Original Declaration:

"Class B" membership ceased on 11/24/2025 when Craig James Enterprises, Inc. executed the deed on Lot 17 to Austin Richmond Homes and recorded it in the Official Land Records of Collin County, Texas, as Document #2025000152505. As of that date, the total number of votes outstanding in Class A membership became greater than the total number of votes outstanding in Class B membership. Therefore, all Owners are now considered Class A members entitled to one (1) indivisible Class A membership vote.

4. **Section 6.5 Assessments, Borrowing, Reserve Funds**.

This section of the Original Declaration shall be amended as follows:
The Board of Directors shall administer the Assessment process described in Article VII hereof. Upon prior approval of seventy percent (70%) of all members, the Board of Directors may, on behalf of the Association, borrow funds on a secured or unsecured basis and, if secured, the security may consist of the assignment of current or future Assessments or the pledge of rights against delinquent Owners; provided, however, that the Association shall not have the power to mortgage the Common Properties. The Board of Directors may reserve funds from Assessments or borrowing for the purpose of accumulating funds to pay the cost of repairing, refurbishing and replacing any Common Properties. Reserve funds shall be accounted for separately from other funds.

5. **Section 7.4 Basis and Amount of Maintenance Assessments**.

Subsection (a) of this Section of the Original Declaration shall be amended as follows:

(a) At each annual meeting, the Board of Directors shall set the amount of the Maintenance Assessment that may be levied against each Lot for the succeeding year, provided that for any year, the maximum Maintenance Assessment for such year may not be increased more than ten percent (10%) above the Maintenance Assessment for the immediately preceding year, unless otherwise approved by a majority of votes of the Class A members. If in any year the Board of Directors fails to set a Maintenance Assessment for such year, the Maintenance Assessment shall be deemed to be the same as the Maintenance Assessment for the preceding year.

(b) Subsection (b) of this Section of the Original Declaration shall be deleted in its entirety.

(c) Subsection (c) of this Section of the Original Declaration shall be deleted in its entirety.

6. **Section 7.8 Effect of Non-Payment of Assessments: Personal Obligation of the Owner; the Lienh; Remedies of Association**.

Subsection (a) of this Section of the Original Declaration shall be amended as follows:

(a) The invoice for Assessments will normally be sent to each Owner by January 1st with payment due no later than March 1st. If any Assessment or any part thereof is not paid by March 1st, then the unpaid amount shall become delinquent and shall, together with a 1.5% monthly penalty and cost of collection thereof as hereinafter provided, become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot, and shall be a personal obligation of the Owner of such Lot and his/her heirs, executors, devisees and personal representatives. The Association shall have the right to reject partial payments of an Assessment and demand the full payment thereof. The personal obligation of the then existing Owner to pay such Assessment, however, shall remain his/her personal obligation and shall not be a personal obligation of successors in title, unless expressly assumed by them. However, the lien for unpaid Assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. By accepting a deed or other conveyance to a Lot or Lots, every person or entity acquiring any interest in such Lot or Lots shall be deemed to have covenanted and agreed to pay the Assessments provided for herein in the same manner as if the covenant and agreement to pay was expressly set forth in such deed or other conveyance, without regard to whether such covenant and agreement shall actually be so expressed in any such deed or other conveyance. No Owner may waive or otherwise escape personal liability for the Assessments provided herein by non-use of the Common Properties or abandonment of his/her Lot.

(b) No changes.

Subsection (c) of this Section of the Original Declaration shall be amended as follows:

(c) If any Assessment or part thereof is not paid by March 1st, the unpaid amount of such Assessment shall bear interest from the March 1st due date at 1.5% per month. The Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and the costs of collection including reasonable attorneys' fees shall be added to the amount of the unpaid Assessment.

(d) No changes.

(e) No changes.

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7. **Section 8.1 Architectural Control Committee**.

This Section of the Original Declaration shall be amended as follows:

The Architectural Control Committee (hereinafter, "Committee"), shall be composed of three (3) individuals elected by the Board of Directors. The Committee shall exist and act for the purposes herein set forth as well as for all other purposes consistent with the preservation of the subdivision. Any one or more of the members of the Committee may be removed from the Committee, with or without cause by the Board of Directors.

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

8. **Section 8.2 Architectural Approval**.

Subsection (e) Common Improvements. This subsection of the Original Declaration shall be deleted in its entirety.

9. Except as amended herein, the terms and conditions of the Original Declaration shall continue in full force and effect and are hereby ratified in their entirety.

10. This First Amendment may be executed in multiple counterparts and by facsimile, each of which shall constitute an original, but all of which together shall constitute but one instrument.

11. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provision of the Original Declaration, the provisions of this First Amendment shall govern and control to the extent of such conflict or inconsistency.

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EXECUTED to be effective this 17th day of January 2026.

DECLARANT:

CROSSWOOD CREEK ESTATES RESIDENTIAL ASSOCIATION, INC., a Texas non-profit corporation.

By: _____
Kevin Herbert, HOA Board President

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 17th day of January, 2026, by Kevin Herbert, the Board President for Crosswood Creek Estates Residential Association, Inc., a Texas non-profit corporation.

_____
Notary Public, State of Texas

My Commission Expires: 07-21-2029

AARON GREEN
Notary Public, State of Texas
Comm. Expires 07-21-2029
Notary ID 135524624

Unofficial

CERTIFICATE AND MEMORANDUM OF RECORDING OF DEDICATORY INSTRUMENT FOR
CROSSWOOD CREEK ESTATES SUBDIVISION

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The undersigned, as Managing Agent for Crosswood Creek Estates Residential Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

1. ***First Amendment to Declaration of Covenants, Conditions and Restrictions for Crosswood Creek Estates Subdivision*** *(Ex. A)*

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instruments.

IN WITNESS WHEREOF, Crosswood Creek Estates Residential Association, Inc. has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the office of the Collin County Clerk.

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EXECUTED to be effective this 17th day of January 2026.

CROSSWOOD CREEK ESTATES RESIDENTIAL ASSOCIATION, INC., a Texas non-profit corporation.

By: Kevin Herbert
Kevin Herbert, HOA Board President

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 17th day of January, 2026, by Kevin Herbert, the Board President for Crosswood Creek Estates Residential Association, Inc., a Texas non-profit corporation.

Notary Public, State of Texas

My Commission Expires: 07-21-2029

AARON GREEN
Notary Public, State of Texas
Comm. Expires 07-21-2029
Notary ID 135524624

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EXHIBIT B

Those tracts and parcels of real property located in the town of Celina, Collin County, Texas and more particularly described as follows:

- All property subject to the Declaration of Covenants, Conditions and Restrictions for Crosswood Creek Estates Subdivision, filed on July 8, 2020, and recorded as Document No. 20200708001051000, in the Official Land Records of Collin County, Texas, as amended or supplemented.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROSSWOOD CREEK ESTATES
CELINA, COLLIN COUNTY, TEXAS

STATE OF TEXAS §

§

COUNTY OF COLLIN §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROSSWOOD CREEK ESTATES (this "Declaration") is executed this ____ day of _____, 2020, by **CRAIG JAMES ENTERPRISES, INC., a Texas corporation** ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"); and

WHEREAS, Declarant desires to create thereon a residential community with certain amenities for the common benefit of residents of the community in accordance with the Planned Development Ordinance and the Development Agreement; and

WHEREAS, Declarant desires to provide for, among other matters, certain restrictions to protect and preserve the desired character of the community and, to this end, desires to subject the Land to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Land and its present and future owners; and

WHEREAS, Declarant has deemed it desirable to provide for the creation of agencies to which would be delegated and assigned the powers, duties and rights as may be provided for under this Declaration.

NOW, THEREFORE, Declarant declares that the Land is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth in this Declaration (sometimes collectively referred to as "Covenants and Restrictions").

ARTICLE I
DEFINITIONS

The following terms when used in this Declaration shall have the following meanings:

Official

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

1.2. "Architectural Guidelines" shall have the meaning assigned to such term in Section 8.2 hereof.

1.3. "Association" shall mean and refer to the CROSSWOOD CREEK ESTATES RESIDENTIAL ASSOCIATION, INC. Prior to conveying any Lot to any other Owner, Declarant shall cause such entity to be organized as a Texas non-profit corporation.

1.4. "Board of Directors" means the board of directors of the Association.

1.5. "Common Area" means the portion of the Land that is not situated within a Lot and any other property rights within the Land which are known, described or designated or which shall subsequently be intended for or devoted to, the common use and enjoyment of the Members.

1.6. "Common Improvements" means those improvements initially made by Declarant within the Common Area, together with such other improvements as may be made hereafter by the Association, and includes the Streets (hereinafter defined), the Well, call boxes, and other equipment and appurtenances that benefit the Subdivision.

1.7. "Common Properties" means the Common Area and Common Improvements, collectively.

1.8. "Covenants and Restrictions" means the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration.

1.9. "Declarant" means Craig James Enterprises, Inc., a Texas corporation, and its successors in interest to the Land through (i) a voluntary disposition of all (or substantially all) of the assets of such corporation and/or the voluntary disposition of all (or substantially all) of the right, title and interest of the corporation in and to the Land, where such voluntary disposition of right, title and interest expressly provides for the transfer and assignment of the rights of such corporation as Declarant, or (ii) an involuntary disposition of all or any part of the Land owned by Declarant prior to completion of development of the Land as a residential community. No person or entity purchasing one or more Lots from Declarant or any third party in the ordinary course of business shall be considered the "Declarant" hereunder.

1.10. "Development Agreement" means that certain Crosswood Creed Development Agreement between Trico Development and Land Company and the City of Celina recorded January 28, 2019, as Instrument Number 20190128000076150, as amended by that certain Amendment to Crosswood Creek Development Agreement between James Land & Development, LLC and the City of Celina recorded June 15, 2020, as Instrument Number 20200615000892760, all of the Real Property Records of Collin County, Texas, attached hereto as Exhibit "B" and incorporated herein by this reference.

1.11. "Land" means the real property located in Collin County, Texas and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference and such other real property as may be made subject to the terms of the Declaration in accordance with the provisions hereof.

1.12. "Lot" means a residential lot shown as such on the Plat and which is or is intended to be improved with a residential dwelling, and, all of the foregoing Lots, collectively, the "Lots." Some portions

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of the Common Area maybe platted as a "lot" on the recorded Plat; however, these lots are expressly excluded from the definition of "Lot" and "Lots" as used herein.

1.13. "Member" means a member of the Association.

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

1.15. "Plat" means final plat of CROSSWOOD CREEK ESTATES, recorded in Volume 2020, Page 434, 435 Plat Records of Collin County, Texas, as such plat maybe modified and amended from time to time.

1.16. "Planned Development Ordinance" means that certain City of Celina, Texas Ordinance No. 2020-17, Crosswood Creek PD-104, dated March 10, 2020, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference.

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

1.18. "Subdivision" means the residential community of Crosswood Creek Estates including all Lots and Common Properties.

1.19. "Well" means the water well located on Lot 17 as shown on the Plat.

ARTICLE II
PROPERTY SUBJECT TO THE DECLARATION; ADDITION THERETO

2.1 Initial Properties. Declarant hereby subjects the Properties to this Declaration and the Covenants and Restrictions.

2.2 Additions to Properties. Additional lands may become subject to this Declaration and the Covenants and Restrictions in any of the following manners:

(a) The Declarant may add or annex additional real property (whether owned by Declarant or others) to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") which shall extend the scheme of the Covenants and Restrictions to such property; provided, however, that such Supplementary Declaration may contain such additions and modifications of the Covenants and Restrictions as may be necessary to reflect the different character, if any, of the added properties.

(b) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each class of Members of the Association.

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(c) Any additions made pursuant to Section 2.2(a) or (b) hereof, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(d) Notwithstanding the fact that the Declarant may not be an Owner by virtue of its sale, transfer or conveyance of all of its right, title, and interest in the Properties, the Declarant shall continue to be entitled to implement and exercise all its rights under and pursuant to this Section 2.2 and all of the subsections hereof Even though the Declarant may not be an Owner prior to an annexation permitted by this Section 2.2, subsequent to such annexation, the Declarant shall be and become a Class B Member with respect to the Lots owned by it within the Properties, as such Properties have been expanded or increased by the annexation. The Declarant's rights, as a Class B Member, shall be governed by and set forth in this Declaration and the Certificate of Formation and Bylaws of the Association, as same may be amended or altered by, and in accordance with the annexation.

ARTICLE III
USE OF PROPERTIES AND LOTS - PROTECTIVE COVENANTS

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

3.1. Residential Purposes. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for apartment use. No trade or business of any kind shall be conducted upon said property or any part thereof, except that home occupations that conform to the requirements of the Celina Development Code are allowed. No structure shall be erected, placed, altered, used or permitted to remain on any property other than detached single family residences with detached or attached private garage for not more than four automobiles, accessory buildings, and servants' quarters if they are employed by any owner of a Lot. Servant's quarters or pool cabana houses may be constructed and occupancy may be restricted by action of the Architectural Control Committee.

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

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

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3.4. Drainage. Neither the Declarant nor its successors or assigns shall be liable for, and each Owner hereby waives any right of recovery against Declarant, its successors and assigns for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After completion of building construction on a Lot, the Owner of such Lot shall cause such Lot to be graded so that surface water will flow to streets, alleys, drainage easements, or Common Properties. It shall be the responsibility of each Owner to maintain or modify, if necessary, the drainage characteristics of his Lot so that storm water runoff from such Lot will not run across or collect upon any adjacent Lot. If a retaining wall or underground drainage improvements are necessary to control and prevent drainage from one Lot onto an adjacent Lot, it shall be the responsibility of the Owner of the Lot having the higher surface elevation to construct and maintain the retaining wall or underground drainage improvements.

3.5. Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

3.6. Utilities. The installation and use of any propane, butane, liquid petroleum gas or other gas tank, bottle or cylinder of any type (except portable gas grills) shall require the explicit, itemized approval of the Architectural Control Committee, and, if so approved, the Architectural Control Committee may require that such tank, bottle or cylinder be installed underground. Any control boxes, valves, connection, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the streets within or adjoining the Properties or from any other Lot. Portable toilets will be allowed during building construction.

(a) No individual water supply system shall be permitted on any portion of the Subdivision unless the system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Texas, the City of Celina, and the local public health authority, and the individual water supply system is approved, in writing, by the Architectural Control Committee. Approval of such system, as installed, shall be obtained from such authorities.

3.7. Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot, except as expressly provided on the Plat or with the prior written approval of the Architectural Control Committee.

3.8 Driveways. Each Lot must be accessible to an adjoining street or alley by a driveway suitable for such purposes and approved as to design and location by the Architectural Control Committee before the dwelling located on any such Lot may be occupied or used. Driveways must be constructed of continuous concrete or other materials with the prior written approval of the Architectural Control Committee.

3.9. Setback Requirements and Building Location. All front, side, and rear setbacks must be approved by the Architectural Control Committee and must meet the requirements of the City of Celina Development Code and the requirements set forth on Exhibit "B" and Exhibit "D" attached hereto and made a part hereof for all purposes. The location of the main residence on each Lot and the facing of the main elevation with respect to nearby streets shall be subject to the approval of the Architectural Control Committee. No building or structure of any type shall be erected on any Lot nearer to the property lines than indicated by the minimum building setbacks set forth on Exhibit "B" and Exhibit "D".

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3.10. Minimum Floor Space. All floor areas referenced below are for air-conditioned floor area, exclusive of porches, patios, garages, car ports, unfinished bonus rooms, porticos, or breezeways attached to the main dwelling. The main dwellings constructed on all Lots shall each contain a minimum of four thousand one hundred (4,100) square feet of living area In the event additional properties are added to the scheme of this Declaration in accordance with Section 2.2 hereof, the minimum floor space of the main dwelling to be constructed on the developed lots within such properties may be greater or less than the minimum floor spaces set forth above.

3.11. Height. No dwelling or other building on any Lot shall have a height in excess of sixty (60) feet.

3.12. Construction Requirements.

(a) The roof pitch of the main structure shall be 8" x 12" minimum, unless otherwise approved by the Architectural Control Committee. The roof pitches on sheds, porches, and other improvements (other than a main structure) maybe less than 8" x 12", if approved, in writing, by the Architectural Control Committee. Exterior paint and stain colors, which shall be limited to those listed in the Architectural Guidelines, shall have the prior written approval of the Architectural Control Committee.

(b) Each residence shall have installed on the outside wall thereof a service riser conduit, and the location and length of such conduit must be approved by the Architectural Control Committee.

(c) No above ground-level swimming pools shall be installed on any Lot. With the prior written approval of the Architectural Control Committee, above ground-level hot tubs are permitted.

(d) The exterior construction of a single family residence, erected on any Lot shall be at least seventy-five percent (75%) glass, natural and/or cultured stones, Hardi-plank and/or other cementitious-type siding, stucco, brick, cut or split-face CMU or similar materials as approved by the City of Celina, Texas, or any combination thereof. The use of wood as an exterior building material shall be limited to a maximum of twenty-five percent (25%) of the total exterior wall surfaces. No extruded foam insulation exterior siding system or similar exterior system shall be allowed within the Subdivision. Siding and construction above the first floor top plate may be concrete impregnated fiber board or similar product. There shall be no wood siding material above the first floor, unless approved, in writing, by the Architectural Control Committee. A wood cornice material at eaves is acceptable at the first and second floor roof areas.

(e) Roofs shall be constructed of slate, rubber slate, tile, concrete tile or composition roofing materials having a 30-year guaranteed life of either a Slate blend or Oxford Grey color. Wood-roofing materials are not permitted. No roofing material shall cause glare or reflection on any adjacent property. With the prior written approval of the Architectural Control Committee, metal roofing systems and accents such as copper cupolas shall be allowed.

(f) No air-conditioning apparatus or other appurtenance shall be installed on the ground in front of a dwelling house. No evaporative cooler shall be installed on the rear wall or the side wall of a dwelling house.

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(g) The total land area of a Lot used for accessory buildings shall not exceed twenty-five percent (25%) of the total area designated for the main residence constructed or to be constructed on the Lot, as approved and required by the City of Celina, Texas. Accessory buildings shall not be permitted within a front yard, but shall be permitted within the side or rear yard of a Lot, as set forth in the Celina Zoning Ordinances relating to accessory buildings.

3.13. Garages. Each dwelling erected on any Lot shall provide enclosed garage space for a minimum of three (3) conventional automobiles. All garages shall be situated behind the front building line for the Lot. Garage door orientation shall be as follows: A two-car garage shall not have the garage door (or doors) face the address street of the lot; A three-car (or more) garage may have one single-car garage door face the street, as in a J-swing configuration, or as otherwise approved, in writing, by the Architectural Control Committee. All garage doors shall be oriented in accordance with the requirements of the City of Celina. All garage doors shall be equipped with an automatic and remote-controlled door opener and shall be closed at all times when not in use. All garage doors must be of material, design and color approved by the Architectural Control Committee. Porte-cocheres must be approved by the Architectural Control Committee. No carport shall be built, placed, constructed or reconstructed on any Lot. As used herein, the term "carport" shall not be deemed to include a porte-cochere. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purposes inconsistent with the garaging of automobiles.

3.14. Lot Grading. Grading or excavation for the construction of a new house shall occur only following the issuance of a building permit by the City of Celina. Grading shall be limited to that area required for the construction of the house. Special consideration shall be given to the preservation of the existing trees and understory. The Architectural Control Committee shall review and approve the site grading plan prior to the start of grading.

3.15. Antenna. No radio or television serial wires or antennas shall be maintained on the outside of any building, without the prior written approval of the Architectural Control Committee, nor shall any free-standing antenna towers of any style be permitted.

3.16. Dishes. Up to two (2) exterior satellite dishes or similar devises, not exceeding eighteen inches (18") in diameter, may be located on each Lot; provided, however, the location of any such satellite dish or similar devise must be approved, in writing, by the Architectural Control Committee.

3.17. Fences and Privacy Walls. No fence, privacy wall, wall or hedge shall be erected, placed or altered on any Lot without the prior written approval of the Architectural Control Committee and the design of and materials used in the construction of fences and walls shall comply with the minimum fencing and privacy wall requirements listed in the Architectural Guidelines, as approved by the City of Celina, and have the written approval of the Architectural Control. All fencing materials will be wrought iron, "pipe and cable" or masonry and approved, in writing, by the Architectural Control Committee. No wood fencing shall be permitted. No fence, privacy wall, or hedge shall be erected, placed or altered on any Lot within the front yard setback prescribed on Exhibit "B" and Exhibit "D" attached hereto. No fence, wall or hedge shall exceed eight (8) feet in height, as measured from the final grade of the Lot the fence sits on. The foregoing height limitation shall not apply to fences, walls and hedges along the perimeter of the Land. No chain link fences or other wire type fences shall be erected on any Lot, except with the prior written approval of the Architectural Control Committee. All service and sanitation facilities, clothes lines, wood piles and air conditioning equipment must be enclosed within fences, walls and/or landscaping so as not to be visible from residential streets.

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

3.19. Landscaping and Sprinkler System. Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations, changes or additions thereto, shall be subject to the approval of the Architectural Control Committee and shall comply with the requirements listed in the Architectural Guidelines. The Architectural Guidelines provide for the installation and maintenance of a minimum number of trees of a certain size in the front yard of each Lot. The permitted species of trees includes those set forth on Exhibit "E" attached hereto and made a part hereof for all purposes and any other trees that may be approved by the Architectural Control Committee. Each Lot on which a residential dwelling is constructed shall have and maintain an underground water sprinkler system for the purpose of providing sufficient water to all front, side and rear yards not enclosed by solid fencing. Subject to weather delay, each Lot shall be fully landscaped (which shall include the full sodding of all front, side and rear yards) within sixty (60) days from the date on which the residence thereon is "complete," as such term is defined in Section 3.26.

(a) Tree and Understory Preservation. Neither trees nor understory shall be removed unless the removal is necessary for the construction of the new buildings allowed by this Declaration and approved in writing by the Architectural Control Committee. The developers and builders within the Subdivision shall preserve as many trees as reasonably possible.

3.20. Mailboxes, Trash Receptacles and Collection. Mailboxes shall be of a design and material listed in the Architectural Guidelines and shall be located as approved by the Architectural Control Committee. Each Owner shall make or cause to be made appropriate arrangements with the City of Celina, Texas, for collection and removal of garbage and trash on a regular basis. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the City of Celina, Texas, and/or the Association, in connection with the storage and removal of trash and garbage. All trash, garbage, or waste matter shall be kept in tightly sealed bags or other approved containers which shall be maintained in a clean and sanitary condition. An Owner may place trash on the street curb abutting his Lot, only on those days designated by the City of Celina, Texas, as trash collection days. On all other days, an Owner must keep all trash, garbage and other waste material hidden from public view. No Lot shall be used for open storage of any materials whatsoever, except that building materials to be used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon through completion of construction. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot. No portion of the Subdivision shall be used as a dumping ground for rubbish, trash, garbage or other waste.

3.21. Parking. On-street parking is restricted to approved deliveries, pick-up or short-term guests and short-term invitees and shall be subject to such reasonable rules and regulations adopted by the Board of Directors. Parking in driveways is permitted. At least two (2) off-street parking spaces shall be provided on each Lot. Trucks with tonnage in excess of one (I) ton and any vehicle with painted advertisement shall not be permitted to park overnight on the streets, driveways or otherwise in the Subdivision. No vehicle of any size which transports or contains flammable, explosive, or hazardous cargo shall be kept in the Subdivision overnight. Any truck, bus, boat, boat trailer, trailer, mobile home, camper, mobile camper or any other vehicle, other than conventional automobiles, SUV's and pickup trucks shall, if brought onto any portion of the Subdivision, be stored, placed or parked within the garage or accessory building of the appropriate Lot and concealed from view. Horse trailers, tractors, and other farming or farm-related equipment shall be allowed to park on approved parking surfaces behind the rear building line of the home.

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3.22. Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot without the prior written approval of the Architectural Control Committee. No trailer, mobile, modular or prefabricated home, tent, or shack shall be placed on any Lot. However, Declarant reserves the exclusive right to erect, place and maintain, and may in its sole discretion, permit builders to erect, place and maintain, such construction, sale and presale facilities and construction trailers upon the Properties as may be necessary or convenient in connection with construction, development and sale activities. Such facilities may include, without limitation, temporary construction or sales offices, storage areas and portable toilet facilities. Declarant and builders shall also have the temporary right to use a residence situated on a Lot as an office or model home in connection with construction and sales operations on the Properties. No garage, servant house, garage house or outbuilding on any Lot shall be occupied by an owner, tenant or anyone else prior to the erection of a dwelling house thereon Construction of only new buildings shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a Lot.

3.23. Signs. No signs or flags shall be displayed to the public view on any Lot, without the written approval of the Architectural Control Committee, with the following exceptions: (i) Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion and sale of the Lots and residences situated on the Lots; (ii) the patriotic display of flags, not exceeding 4' x 6' in size, shall be permitted on customary holidays; and (iii) an Owner may erect a sign of not more than ten (10) square feet in order to advertise his Lot or home for sale or rent. Signs, marketing and advertising the Subdivision, during the initial construction and sales period to third parties, are allowed, but shall be removed upon the sale of the final home.

3.24. Flagpoles. No permanent flagpoles shall be erected or installed without the written approval of the Architectural Control Committee.

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

3.26. Drilling, Mining Operations, and Wind Energy Systems. No oil drilling, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any Lot, nor shall oil wells, oil tanks, tunnels, mineral excavations or shafts be permitted upon the surface of any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the surface of any Lot. No wind turbine system or other energy generated wind devises shall be permitted in the Subdivision, without the prior written consent of the Architectural Control Committee.

3.27. Duty of Construction. All construction on any Lot shall be completed no later than one (I) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set. For purposes hereof, construction shall be deemed completed when all plumbing fixtures are installed and operational; all cabinet work is completed and installed; all interior walls, ceilings, and doors are completed and installed; floors have been completed (with hardwood, carpet, tile or other similar floor covering installed); and the appropriate final finish has been applied to all surfaces within the structure, such as paint, wallpaper, paneling, stain or the like. In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause, the Owner of such Lot covenants and agrees to complete all necessary repairs or reconstruction of the damaged improvements within one (1) year, and/or remove all remaining improvements within six (6) months following the date that the damage occurs.

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3.28. Maintenance of Lots and Improvements.

(a) Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot and all buildings, improvements, grounds or drainage easements thereon or other rights-of-way incident thereto, and all vacant land thereon, in a well-maintained, clean and attractive condition at all times. Such maintenance shall include, but shall not be limited to, the following:

(i) Prompt mowing of weeds, grass or other unsightly growth;

(ii) Prompt removal of all litter, trash, refuse and waste;

(iii) Lawn mowing, on a regular basis;

(iv) Tree and shrub pruning;

(v) Watering landscaped areas;

(vi) Keeping exterior lighting in working order;

(vii) Keeping lawn and garden areas alive, free of weeds, and attractive;

(viii) Keeping parking areas and driveways in good repair;

(ix) Complying with all government health and police requirements;

(x) Repairing of improvements;

(xi) Cleaning and maintaining of landscaped areas lying between street curbs and Lot lines, unless such streets or landscaped areas are expressly designated to be maintained by applicable governmental authorities or the Association;

(xii) Maintaining all exterior surfaces;

(xiii) Maintaining and repairing fences, walls and retaining walls; and

(xiv) Prompt removal of any ponding water on a Lot that contains or is adjacent to a completed residence.

(b) If, in the opinion of the Board of Directors, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners of any Lot on which such work is performed shall, jointly and severally, be liable for the cost of such work [such costs constituting a Special Assessment as specified in Section 7.5(b) hereof] and shall promptly

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reimburse the Association for such cost, including a reasonable charge for administrative costs attributable thereto.

3.29. Maintenance of Common Properties. The land, if any, identified as flood plain on the Plat (whether owned by Declarant, the Association, or the City of Celina) and used as the community unit development contribution shall be held as undisturbed permanent open space. No improvements shall be made to the flood plain except at the direction of the City of Celina and then only for the protection of the health, safety and welfare of the Land.

3.30. Exterior Lighting. No exterior lighting on any sports court shall be allowed within the Subdivision unless such exterior lighting is downlit lighting and approved in writing by the Architectural Control Committee. Declarant shall petition the City of Celina for the installation of low-level lighting fixtures for the streets located within the Subdivision and shall use its reasonable efforts to obtain the approval of such petition. Lighting on the exterior of the houses in the Subdivision shall be approved by the Architectural Control Committee and may not cause glare or disruption on any property in or adjacent to the Subdivision.

3.31. Sports Courts. No sports court including, but not limited to, tennis courts and basketball courts shall be allowed within the Subdivision unless such sports court is approved in writing by the Architectural Control Committee and of a muted green or black color or another color otherwise approved by the Architectural Control Committee. Notwithstanding the foregoing, under no circumstances shall any sports court be a shade of red or orange in color.

ARTICLE IV
PROPERTY RIGHTS IN COMMON PROPERTIES

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

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

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

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

(b) The right of the Association to enter into and execute contracts with third parties (including the Declarant or an affiliate of the Declarant) for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association;

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

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

4.4 Restricted Actions by Owners. No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance, or which would result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Properties.

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

ARTICLE V
EASEMENTS

5.1. Emergency and Public Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other public service vehicles and personnel to enter upon the Common Properties, in the performance of their duties. In addition, an easement is hereby granted to the Association, its officers, directors, agents, employees and management personnel to enter the Common Properties to render any service.

5.2. Ingress and Egress by the Association. The Association is hereby granted full rights of ingress and egress over and upon all Lots at all times for the maintenance and repair of each Lot and the Common Properties in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused by the Association's entry, other than damages caused by the failure of the Owner to comply herewith, shall be repaired by the Association, at the expense of the Association.

5.3. Operation and Maintenance of the Well by the Association. The Association is hereby granted an easement in, on, over, under and through the portion of Lot 17 as shown on the Plat ("Lot 17") labeled on the Plat as "7.5' Well Easement" for the purpose of maintaining, operating, providing utilities to, inspecting, repairing, replacing, removing, reconstructing and abandoning the well located on Lot 17 (the "Well"), and any and all necessary or useful appurtenances thereto, and for ingress and egress to and from the Well site. The Association may assign the easement rights set forth in this Section 5.3, or otherwise

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grant easements in, on, over, under and through the 7.5' Well Easement, to third party utility providers for the purpose of providing utility services to the Well site.

5.4. Easements for Drainage. Drainage facilities and easements for the installation and maintenance of utilities are reserved as shown on this Plat.

ARTICLE VI
HOMEOWNERS ASSOCIATION

6.1. Purposes. The Association shall have the duty and responsibility to administer and maintain the Common Properties, to establish and collect Assessments, to disburse collected funds as so permitted, and to enforce this Declaration.

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

6.3. Classes of Membership. The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all Owners who are not Class B Members. Each Lot shall be entitled to one (1) indivisible Class A membership vote. The total number of Class A membership votes shall be twenty (20). If a Lot is owned by one (1) natural person, the right to vote as a Class A Member shall be established by the record title. If a Lot is owned jointly by two (2) or more natural persons, the Lot's Class A membership vote may be cast by any one (1) of the Owners of such Lot. If two (2) or more Owners of a Lot do not agree among themselves on how the Lot's one (1) Class A membership vote shall be cast on any issue, that vote shall not be counted. If a Lot is owned by a trust, partnership, limited liability company or corporation, the Lot's Class A membership vote shall be cast by one (1) of the trustees, general partners, managers or officers, as applicable.

CLASS B. Class B Members shall be Declarant and building companies selling homes to third parties. Declarant shall be entitled to six (6) votes for each Lot owned by a Class B Member. Class B Members other than Declarant shall be non-voting Members. The Class B membership shall cease, and each Class B Member shall become a Class A Member, on the first to occur of (i) the date on which the total number of votes outstanding in the Class A membership is greater than the total number of votes outstanding in the Class B membership; or (ii) the date that is the tenth (10th) anniversary of the date of this Declaration.

6.4 Administration and Maintenance of the Common Properties. The Association shall take the actions required to care for and preserve the Common Properties.

6.5. Assessments, Borrowing, Reserve Funds. The Board of Directors shall administer the Assessment process described in Article VII hereof Upon prior approval of seventy percent (70%) of the Class A Members and seventy percent (70%) of the Class B Members, the Board of Directors may, on behalf of the Association, borrow funds on a secured or unsecured basis and, if secured, the security may consist of the assignment of current or future Assessments or the pledge of rights against delinquent Owners; provided, however, that the Association shall not have the power to mortgage the Common Properties. The Board of Directors may establish reserve funds from Assessments or borrowing for the purpose of accumulating funds to pay the cost of repairing, refurbishing and replacing any Common Properties. Reserve funds shall be accounted for separately from other funds.

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

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

6.8. Liability Limitations. Neither any Member nor the Board of Directors (or any of them) nor the officers (if any) of the Association nor Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association or for the negligence, willful misconduct or other tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither the Declarant nor the Association, its directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same.

ARTICLE VII
ASSESSMENTS

7.1. Creation of the Lien and Personal Obligation of Assessments. For each Lot owned by each Owner, such Owner shall be deemed to covenant and agree to pay to the Association (or to an entity or collection agency designated by the Association): (1) all annual maintenance assessments or charges ("Maintenance Assessments") assessed against his Lot or Lots, which assessments shall be on a calendar year basis; (2) all special assessments for capital improvements ("Capital Assessments") assessed against his Lot or Lots, such assessments to be fixed, established and collected from time to time as herein provided; (3) all individual special assessments ("Special Assessments") levied against such Owner to reimburse the Association for the costs for maintenance and/or repairs to Common Properties caused by the willful or negligent acts of the individual Owner or his invitee and for maintenance or repair to the Owner's Lot or improvements thereon in accordance with Section 3.27 hereof. Such assessments shall be fixed, established and collected from time to time as herein provided. The Maintenance, Capital and Special Assessments (in general "Assessments"), together with such interest thereon and costs of collection thereof; as hereinafter provided, shall be a charge and a continuing lien upon each Lot against which each such Assessment is made. Each such Assessment, together with interest thereon and costs of collection thereof; as hereinafter provided, shall also be the continuing personal obligation of each person who was an Owner of such Lot at the time when the Assessment became due.

7.2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health and welfare of the residents of the Lots, including in particular for the maintenance of the Common Properties and improvements thereto and for their management and supervision and for carrying out the duties of the Association or the Board of Directors as set forth in this Declaration or in the Certificate of Formation or Bylaws of the Association.

7.3. Initial Improvements and Maintenance of the Common Properties. Initially, all improvements of the Common Properties shall be the responsibility of the Declarant and shall be undertaken by Declarant, at its sole cost and expense, with no right to reimbursement from the Association. The exact nature of improvements to the Common Properties shall be within the sole discretion of the Declarant. Following the conveyance of the Common Properties to the Association, the responsibility for maintenance, repair, and replacement of the Common Properties shall automatically be assumed by the Association, and Declarant's responsibility therefore shall be limited to that described in Section 7.4 below.

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7.4. Basis and Amount of Maintenance Assessments.

(a) At each annual meeting, the Board of Directors shall set the amount of the Maintenance Assessment that may be levied against each Lot for the succeeding year, provided that for any year, the maximum Maintenance Assessment for such year may not be increased more than ten percent (10%) above the Maintenance Assessment for the immediately preceding year, unless otherwise approved by a majority of the votes of the Class A Members and a majority of the votes of the Class B Members. If in any year the Board of Directors fails to set a Maintenance Assessment for such year, the Maintenance Assessment shall be deemed to be the same as the Maintenance Assessment for the preceding year.

(b) When the Maintenance Assessment is computed, all or a portion of such Maintenance Assessment shall be payable to the Association by the Member according to the status of such Member as follows:

(i) When the Lot is owned by a Class A Member, the full Maintenance Assessment shall be payable upon the inception of construction activities on the Lot. Prior to such inception, one-half (½) of the Maintenance Assessment shall be payable.

(ii) When the Lot is owned by a Class B Member, one-half (½) of the Maintenance Assessment shall be payable.

(c) Notwithstanding anything herein contained to the contrary, the first annual Maintenance Assessment chargeable against any Lot shall not exceed $150.00 per month, unless approved by a majority of the votes of the Class A Members and by a majority of the votes for the Class B Members. The Declarant may, in its discretion, provide amounts in excess of the funds raised by the Maintenance Assessments in order to maintain the Common Properties within reasonable standards. If, in any year, Declarant advances funds for maintenance in excess of the Maintenance Assessment, such excess shall be a debt of the Association to Declarant payable only out of any Maintenance Assessments received by the Association, to the extent such receipts are in excess of the Association's current requirements.

(d) Written notice of the Maintenance Assessment to be paid by each Member shall be sent to every Member, but for Lots having more than one Owner, only one Member for such Lot shall be entitled to notice. The Member to whom notice shall be sent shall be as requested in writing by the Owners of such Lot, and in the event of conflicting or uncertain instruction, the recipient of such notices shall be determined by the Association.

7.5. Capital Assessments and Special Assessments.

(a) The Association may levy in any assessment year a Capital Assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Properties or Common Properties, including the necessary fixtures and personal property related thereto; provided that if the total amount of the Capital Assessment against all of the Lots would exceed $1,000 per Lot, in the aggregate, such Capital Assessment shall be made only after it has received the affirmative approval of a majority of the votes of the Class A Members and a majority of the votes of the Class B Members.

(b) Upon an affirmative vote of a majority of the members of the Board of Directors of the Association, the Association may levy Special Assessments against individual Owners for reimbursement for maintenance or repairs occasioned by the willful or negligent acts of such individual Owners or their invitees in accordance with Section 3.27(b) hereof.

7.6. Uniform Maintenance and Special Capital Assessments. Except as otherwise provided in Section 7.4(b), Maintenance Assessments and Capital Assessments must be fixed at a uniform amount for all Lots.

7.7. Date of Commencement of Assessments; Due Date. The Board of Directors may, from time to time, establish the date that particular Assessments shall be payable and may provide for payment of Assessments in monthly, quarterly, semi-annual or annual installments.

7.8. Effect of Non-Payment of Assessments; Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any Assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such Assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot, and shall be a personal obligation of the Owner of such Lot and his heirs, executors, devisees and personal representatives. The Association shall have the right to reject partial payments of an Assessment and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such Assessment, however, shall remain his personal obligation and shall not be a personal obligation of his successors in title, unless expressly assumed by them. However, the lien for unpaid Assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. By accepting a deed or other conveyance to a Lot or Lots, every person or entity acquiring any interest in such Lot or Lots shall be deemed to have covenanted and agreed to pay the Assessments provided for herein in the same manner as if the covenant and agreement to pay was expressly set forth in such deed or other conveyance, without regard to whether such covenant and agreement shall actually be so expressed in any such deed or other conveyance. No Owner may waive or otherwise escape personal liability for the Assessments provided herein by non-use of the Common Properties or abandonment of his Lot.

(b) The Association may give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's failure to pay any Assessment when such payment has not been received within ten (10) days after the date such Assessment was due.

(c) If any Assessment or part thereof is not paid when due, the unpaid amount of such Assessment shall bear interest from the due date at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the highest non-usurious rate of interest permitted by applicable law, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such unpaid Assessment any and all costs of collection incurred by the Association, including reasonable attorneys' fees.

(d) Without limiting the other remedies available to the Association hereunder, for the purpose of further securing the payment and performance of each Owner's obligations hereunder, by accepting title to a Lot, the Owner thereof shall be deemed to have granted to the Association a contract lien covering such Lot, together with the right to appoint and remove a trustee and any number of substitute trustees and to cause the trustee or substitute trustee to foreclose the Association's lien against such Lot pursuant to a non-judicial foreclosure conducted in accordance with the provisions of Section 51.002 of the Texas Property Code.

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(e) In addition to the other remedies available to the Association under this Section 7.8, the Association shall have the authority to exercise all of the remedies contemplated by other sections of this Declaration against Owners that fail to pay Assessments in a timely manner.

7.9. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate and inferior to the lien of any bona fide first lien mortgage or deed of trust now or hereafter placed upon the Lots; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a foreclosure of such lien pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve such Lots or the purchaser thereof from liability for the amount of any Assessments thereafter becoming due nor from the lien of any such subsequent Assessment. Upon request by an Owner, the Board of Directors shall consider and may, in its sole discretion, approve or disapprove the subordination of the lien of this Declaration to liens other than first lien mortgages or deeds of trust.

7.10. Exempt Property. The Common Properties shall be exempted from the Assessments, charges and liens created herein.

ARTICLE VIII
ARCHITECTURAL CONTROL COMMITTEE

8.1. Architectural Control Committee. The Architectural Control Committee, hereinafter sometimes called the "Committee," shall be composed of three (3) individuals selected and appointed by Declarant, if at the time of appointment, Declarant owns one or more Lots, and shall be selected and appointed by the Board of Directors, if at the time of appointment, Declarant does not own any Lots. The Committee shall function as the representative of Declarant during the time Declarant owns one or more Lots and shall function as the representative of the Association from and after the time Declarant owns no Lots. The Committee shall exist and act for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of the residential development. Any one or more of the members of the Committee may be removed from the Committee, with or without cause, by the Declarant, if at the time of removal, Declarant owns one or more Lots, or by the Board of Directors, if at the time of removal, Declarant does not own any Lots.

A majority of the Committee may designate a member to act for it. No member of the Committee shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes, causes of action or damages (except where occasioned by gross negligence or willful misconduct) arising out of services performed pursuant to this Declaration. At any time, the Declarant may delegate and assign to the Board of Directors any of Declarant's rights in respect to the Committee. Such action by the Declarant shall be effective upon recordation of a written instrument properly reflecting the same.

8.2. Architectural Approval.

(a) Architectural Guidelines. The Committee may, from time to time, publish and promulgate Architectural Guidelines (herein so called) which shall supplement the Covenants and Restrictions and shall be incorporated herein by reference. The Committee shall have the right from time to time to amend the Architectural Guidelines, provided such guidelines, as amended, shall be in keeping with the overall quality, general architectural style and design of the community. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of those matters for which it is responsible in accordance with these Covenants and Restrictions. The Committee shall endeavor to promulgate the Architectural Guidelines in such a manner that only materials complying with all applicable laws and regulations are specified therein, but each Owner of a Lot (and not the Committee) is responsible for complying with such laws and regulations on his respective Lot. If the Committee should be advised that materials specified by

the Architectural Guidelines do not comply with applicable laws or regulations, the Committee shall use reasonable efforts to inquire into the nature of the non-compliance and to make appropriate revisions of the Architectural Guidelines.

PRIOR TO ACQUIRING ANY LOT OR CONSTRUCTING ANY STRUCTURE ON A LOT, EACH PROSPECTIVE PURCHASER, TRANSFEREE, MORTGAGEE, AND/OR OWNER IS STRONGLY ENCOURAGED TO CONTACT THE ARCHITECTURAL CONTROL COMMITTEE TO OBTAIN AND REVIEW THE MOST RECENT ARCHITECTURAL GUIDELINES WHICH WILL CONTROL THE DEVELOPMENT, CONSTRUCTION, LANDSCAPE AND USE OF THE LOT AND THE STRUCTURES TO BE CONSTRUCTED THEREON. THE ARCHITECTURAL GUIDELINES MAY CONTAIN STANDARDS, REQUIREMENTS, OR LIMITATIONS IN ADDITION TO THOSE EXPRESSLY SET FORTH OR REFERRED TO IN THIS DECLARATION AND MORE STRINGENT STANDARDS, REQUIREMENTS, OR LIMITATIONS THAN THE SPECIFIC STANDARDS, REQUIREMENTS OR LIMITATIONS SET FORTH OR REFERRED TO IN THIS DECLARATION.

(b) Required Approval. No building, structure, paving, pool, fencing, hot tub, or improvement of any nature shall be erected, placed or altered on any Lot until (i) the site plan showing the location of such building, structure, driveway, paving or improvement, (ii) construction plans and specifications thereof; and (iii) landscaping and grading plans therefore have been submitted to and approved in writing by the Committee as to: (1) location with respect to Lot lines, setback lines and finished grades with respect to existing topography, (2) conformity and harmony of external design, color, and texture with existing structures and existing landscaping, (iii) quality of materials; adequacy of site dimensions; proper facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within this Declaration or the Architectural Guidelines. The Committee is authorized to request the submission of samples of proposed construction materials or colors or proposed exterior surfaces.

(c) Procedure. Final plans and specifications shall be submitted to the Committee by the Owner for approval or disapproval. If such plans and specifications meet the approval of the Committee, the plans and specifications will be retained by the Committee and a letter approving the plans and specifications returned to the Owner. If such plans and specifications do not meet the approval of the Committee, the plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of the reasons for such disapproval. Any modification or change to the approved set of plans and specifications or to construction or reconstruction pursuant thereto which materially affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee for its review and approval. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within twenty (20) days after they have submitted to it, then the Owner shall notify the Board of Directors of such failure. If the Committee thereafter fails to approve or disapprove such plans and specifications within ten (10) days after the Owner's notice is given to the Board of Directors, then Committee approval shall be presumed.

(d) Committee Discretion. The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction; construction of other improvements; and location, quality and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the discretion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the value of the Properties. As an example, and not by way of limitation, the Committee may impose limits upon the location of window areas of one dwelling which would overlook the enclosed patio area or other area of an adjacent dwelling. Also, the Committee is permitted to

consider technological advance in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The action of the Committee with respect to any matter submitted to it shall be final and binding upon the Owner submitting such matter, subject to the provisions of Section 9.8 hereof

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

8.3. Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from these Covenants and Restrictions or the Architectural Guidelines. In any such case, variances shall be in basic conformity with and shall blend effectively with the overall quality, general architectural style and design of the community. No member of the Committee shall be liable to any Owner for any claim, cause of action, or damages arising out of the grant of, or the refusal to grant, any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the granting of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce this Declaration against any other Owner.

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

8.5. Foundation Form Survey. After setting forms for the pouring of concrete for any foundation on a Lot, but before pouring any concrete for such foundation or otherwise proceeding with construction of such foundation, each Owner shall cause a foundation form survey to be prepared by a licensed surveyor and submitted to the Committee for its records. The foundation form survey shall depict the location of the foundation form in relation to all Lot lines, setback lines and easement lines affecting such Lot. If the foundation form survey reflects the violation of any Lot or setback line or any violation of this Declaration, the Owner shall cause the violation to be cured before performing any further work on the Lot. No Owner shall proceed further with construction until the foundation form survey has been approved. If an Owner fails to obtain a foundation form survey before constructing improvements on a Lot, the improvements shall be deemed unapproved improvements and the provisions of Section 8.4 hereof shall apply to such improvements. Without limited any other rights or remedies available under this Declaration with respect to such Owner and Lot, the Board of Directors shall have the right to cause an appropriate survey (the "Substitute Survey") of the Lot and the improvements thereon to be made and shall have the right to recover from the Owner of such Lot its expenses incurred in obtaining the Substitute Survey in accordance with the provisions of Section 7.5(b) hereof If the Substitute Survey reflects violations of any

UNOFFICIAL DOCUMENT

Lot line or setback line or any violation of this Declaration, the Board of Directors shall have all of the rights provided in Section 8.4 hereof to cause the violation to be corrected, including the right to require the demolition and removal of the unapproved improvements. If an Owner rails to comply with the provisions of this Section 8.5, any failure on the part of the Board of Directors to promptly obtain a Substitute Survey or to promptly require the demolition or removal of the unimproved improvements shall not result in a waiver or diminution of the rights of the Board of Directors hereunder or give rise to any claim or defense in favor of the Owner of the unimproved improvements.

8.6. No Liability. NEITHER DECLARANT, THE ASSOCIATION, THE COMMITTEE, THE BOARD OF DIRECTORS, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS OF ANY OF THEM, SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ASSOCIATION, THE COMMITTEE, THE BOARD OF DIRECTORS, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS OF ANY OF THEM, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, AND QUITCLAIMS ALL CLAIMS, DEMANDS AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY ACTUAL OR ALLEGED MISTAKE OF JUDGMENT, NEGLIGENCE OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN. APPROVAL OF PLANS AND SPECIFICATIONS BY THE COMMITTEE IS NOT APPROVAL THEREOF FOR ENGINEERING OR STRUCTURAL DESIGN OR ADEQUACY OF MATERIALS. BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE COMMITTEE, THE MEMBERS THEREOF, THE DECLARANT, THE ASSOCIATION NOR THE BOARD OF DIRECTORS ASSUMES LIABILITY OR RESPONSIBILITY FOR SAFETY OR ADEQUACY OF DESIGN, NOR FOR ANY DEFECT TO ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS.

ARTICLE IX
STREETS

9.1. Notice of Public Dedication. The streets within the Properties will be public streets that shall be dedicated to and owned by the City of Celina, Texas. Accordingly, the City of Celina shall maintain the streets within the Properties and the Association shall have no responsibility for street maintenance and the cost thereof.

ARTICLE X GENERAL PROVISIONS

10.1. Duration. This Declaration and the Covenants and Restrictions shall run with and bind the Land, and shall inure to the benefit of and be enforceable by Declarant, the Association and each Owner and each of their respective legal representatives, heirs, successors and assigns. This Declaration shall be effective for an initial term of fifty (50) years from the date on which this Declaration is recorded in the Real Property Records of Collin County, Texas, after which time this Declaration shall be automatically extended for successive periods of (10) years unless, at least one (1) year prior to the expiration of the then current term, an instrument terminating this Declaration is signed by Members owing at least seventy percent (70%) of the Lots and recorded in the Real Property Records of Collin County, Texas.

10.2. Amendments. Notwithstanding Section 10.1 of this Article, this Declaration may be amended and/or changed upon the express written consent of at least seventy percent (70%) of the outstanding votes of the Members of the Association. Any and all amendments of this Declaration shall be recorded in the Real Property Records of Collin County, Texas.

10.3. Enforcement. This Declaration and the Covenants and Restrictions may be enforced against any person or persons violating or attempting to violate them, by any proceeding at law or in equity, including, without limitation, through actions to enjoin violations, to recover damages, or to enforce any lien created by this Declaration. The failure by the Association or any Owner to enforce this Declaration or any Covenant or Restriction shall in no event be deemed a waiver of the right to do so thereafter.

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

10.5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

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

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

10.8. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws of the Association or the Architectural Guidelines shall be determined by the Declarant, if at the time of the determination, Declarant continues to have authority to appoint members of the Architectural Control Committee or shall be determined by the Board of Directors, if at the time of determination, the Board of Directors has the right to appoint the members of the Architectural Control Committee. The determination of Declarant or the Board of Directors, as the case may be, shall be final and binding upon all Owners.

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

(signature contained on the following page)

Executed this, the 29th day of June, 2020.

DECLARANT:

CRAIG JAMES ENTERPRISES, INC.,
a Texas corporation

By: _____ President
Craig James, President

THE STATE OF MA §
§
COUNTY OF Barnstable §

The foregoing instrument was acknowledged before me on this 29th day of June, 2020, by Craig James, as President of Craig James Enterprises, Inc., a Texas corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced TX DL as identification.

_____
Notary Public

GRACE B. LONZO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 13, 2027

Grace B Lonzo
(Typed/Printed Name of Notary

My Commission Expires: May 13th 2027

Unofficial

JOINDER

The undersigned, CRAIG JAMES and MARILYN JAMES, join in the foregoing Declaration of Covenants, Conditions and Restrictions for Crosswood Creek Estates (the "Declaration") for the purpose of subjecting Lot 3, CROSSWOOD CREEK ESTATES, according to the Plat there of recorded in Volume 2020, Page 434 435, Plat Records of Collin County, Texas ("Lot 3"), to the terms and conditions of the Declaration and agree that the Declaration shall run with the land and encumber Lot 3 and be binding upon and inure to the benefit of all successors in interest as fee owners of Lot 3.

CRAIG JAMES

MARILYN JAMES

THE STATE OF TX §
§
COUNTY OF Rockwall §

The foregoing instrument was acknowledged before me on this 9th day of June, 2020, by Craig James, who ☐ is personally known to me or ☒ has produced TX DL as identification.

GRACE B. LONZO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 13, 2027

Notary Public

Grace B Lonzo
(Typed/Printed Name of Notary

My Commission Expires: May 13th 2027

THE STATE OF TX §
§
COUNTY OF Rockwall §

The foregoing instrument was acknowledged before me on this 29th day of June, 2020, by Marilyn James, who ☐ is personally known to me or ☒ has produced TX DL as identification.

GRACE B. LONZO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 13, 2027

Notary Public

Grace B Lonzo
(Typed/Printed Name of Notary

My Commission Expires: May 13th 2027

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SUBORDINATION BY VERITEX COMMUNITY BANK

VERITEX COMMUNITY BANK ("Veritex") agrees to the terms of the foregoing Declaration of Covenants, Conditions, and Restrictions for Crosswood Creek Estates (the "Declaration") and subordinates, unconditionally and at all times, the lien and priority of that certain Texas Home Equity Security Instrument executed by Craig James and Marilyn James to Clay Riebe, as Trustee for the benefit of Veritex dated March 7, 2019, and recorded March 13, 2019, as Instrument No. 20190313000262290, Real Property Records of Collin County, Texas ("the "Veritex Deed of Trust") to the Declaration and agrees that the Declaration shall, unconditionally and at all times, be prior and superior to the Veritex Deed of Trust, as to the lands jointly encumbered thereby.

VERITEX COMMUNITY BANK

By: _____

Print Name: Russ Anderson

Title: Mortgage Company Pres. dent

ERIN KATHLEEN COOPER
Notary Public, State of Texas
Comm. Expires 11-05-2023
Notary ID 132239889

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this 2nd day of July, 2020, by RUSS ANDERSON, as _____ of Veritex Community Bank, on behalf of the bank. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Notary Public

ERIN Cooper
(Typed/Printed Name of Notary

My Commission Expires: _____

Unofficial

SUBORDINATION BY FARMERS BANK & TRUST

FARMERS BANK & TRUST ("Farmers") agrees to the terms of the foregoing Declaration of Covenants, Conditions, and Restrictions for Crosswood Creek Estates (the "Declaration") and subordinates, unconditionally and at all times, the lien and priority of that certain (i) Deed of Trust, Security Agreement – Financing Statement executed by Craig James Enterprises, Inc., a Texas corporation to Brandon R. Wade, as Trustee for the benefit of Farmers, dated May 3, 2019, and recorded May 6, 2019, as Instrument No. 20190506000501350, and (ii) Second Lien Deed of Trust (With Security Agreement and Assignment of Rents) executed by Craig James Enterprises, Inc., a Texas corporation to David White, as Trustee for the benefit of Farmers, dated May 28, 2020, and recorded June 12, 2020, as Instrument No. 20200612000880590, all of the Real Property Records of Collin County, Texas (collectively, the "Farmers Mortgages") to the Declaration and agrees that the Declaration shall, unconditionally and at all times, be prior and superior to the Farmers Mortgages, as to the lands jointly encumbered thereby.

FARMERS BANK & TRUST

By: _____

Print Name: Robby Harrison

Title: VP

THE STATE OF TEXAS §
§
COUNTY OF Collin §

The foregoing instrument was acknowledged before me on this 7th day of July, 2020, by Robby Harrison, as Vice President of Farmers Bank & Trust, on behalf of the bank. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

BEA LITTLE
Notary Public
State of Texas
ID # 680170-3
My Comm. Expires 05-26-2024

_____
Notary Public

Bea Little
(Typed/Printed Name of Notary

My Commission Expires: _____

Unofficial

Exhibit "A"

The Land

Lots 1 through 20, inclusive and Lot 21X, CROSSWOOD CREEK ESTATES, according to the plat thereof, recorded in Volume 2020, Page 434/435, Plat Records of Collin County, Texas

Unofficial

Exhibit "B"

Development Agreement

Unofficial

20190128000076150 01/28/2019 11:23:44 AM AG 1/25

CROSSWOOD CREEK
DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between **Trico Development and Land Company**, a Texas Limited Liability Company (the "Developer") and the **City of Celina** (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

ARTICLE I
RECITALS

WHEREAS, certain terms used herein are defined in Article II; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, Brooks Thompson and Judi Thompson own an approximately 25.436 acre tract of land (the "Property"); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction (the "ETJ") of the City and described by metes and bounds in **Exhibit A-1** and **A-2** and depicted on **Exhibit B**; and

WHEREAS, the Developer intends to purchase and develop the Property as a master planned residential development, which consists of approximately 20 single-family homes; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the agreed concept plan (the "Concept Plan"), attached hereto as **Exhibit C**, and the development standards set forth in certain proposed development zoning standards (the "Development Standards"), which Development Standards are attached hereto as **Exhibit D**; and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the Property (the Public Infrastructure"); and

WHEREAS, in consideration of the Developer's agreements contained herein to develop the Property as envisioned by the Parties, including dedication of open space to be owned and maintained by a homeowners' association, as contemplated by **Exhibit D**, and to provide economic incentives for the development of the Property, the City intends to (a) set roadway capital recovery fees not to exceed $2,500.00 per single-family residential lot, (b) set water capital recovery fees not to exceed $2,500.00 per single-family residential lot, (c) set wastewater capital recovery fees

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not to exceed $2,500.00 per single-family residential lot, and (d) waive the requirement for payment of any Impact Fees; and

WHEREAS, the Parties agree upon a fixed payment for the Technology Fees, to be collected upon the issuance of a single-family residential lot's building permit, not to exceed $500.00 per lot; and

WHEREAS, the Parties agree upon a fixed payment for Park Fees, which includes recreation and open space, to be collected upon the issuance of a single-family residential lot's building permit, not to exceed $1,500.00 per lot, in lieu of any dedications of land; and

WHEREAS, the City holds the certificates of convenience and necessity (the "CCNs") to provide retail water and wastewater service to the Property and the Parties intend for the City to provide water and wastewater service to the Property; and

WHEREAS, as the Property is within the City's extraterritorial jurisdiction, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, this Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE II
GENERAL TERMS AND DEFINITIONS

The recitals to this Agreement are incorporated herein for all purposes. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

City Council means the City Council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement.

Concept Plan means the concept plan as shown in **Exhibit C**.

Developer means **Trico Development and Land Company**, a Texas Limited Liability Company.

Impact Fees means as defined in Chapter 395 of the Texas Local Government Code.

Park Fees means the fees paid in lieu of a donation of property to be used as a park.

Property means the real property described by metes and bounds in **Exhibit A-1** and **A-2** and depicted on **Exhibit B**.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property.

Technology Fees means the fees charged for telephone, cable, internet, or similar utility connections in accordance with Section 5.3.

ARTICLE III
PUBLIC INFRASTRUCTURE

3.1 Public Infrastructure. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by Developer in compliance with the City Regulations in effect on the Effective Date and the City's uniform engineering design standards in effect on the Effective Date. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City. The City agrees that perimeter roadway improvements are not required in association with this Development.

3.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations in effect on the Effective Date.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations in effect on the Effective Date.

(c) The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.

(d) From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval by the City, the City's engineer or other City employee or representative, of any plans, designs or specifications submitted by the Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the City Regulations in effect on the Effective Date.

3.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right of way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

3.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) A homeowner's association shall be established, it shall maintain and operate the open spaces, including but not limited to those shown on **Exhibit C**, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, and any other common improvements or appurtenances. Said improvements shall not be maintained and operated by the City unless the Parties agree in writing to the terms and conditions of maintenance and operation by the City.

ARTICLE IV
DEVELOPMENT REGULATIONS

4.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City Regulations and uniform engineering design standards, as amended, except to the extent that the Concept Plan, attached as **Exhibit C** and the Development Standards, attached as **Exhibit D**, may vary from those terms, then the Concept plan and the Development Standards shall control.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix, and general layout of the project. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement.

4.2 Development Standard Revisions. The City Manager of the City may administratively approve the following "minor revisions" to the Development Standards: (a) an increase in the height of any structure by five percent (5%) or less; (b) a setback reduction of ten percent (10%) or less; (c) an increase in lot coverage of five percent (5%) or less; and (d) a reduction in off-street parking of five percent (5%) or less. The City Council may permit exceptions to strict compliance with the Development Standards when the Developer demonstrates, to the reasonable satisfaction of the City Council, that the requested exception: (a) is not contrary to the public interest; (b) does not cause injury to adjacent property; and (c) does not materially adversely affect the quality of the development.

4.3 Replat. The Developer may submit a replat for all or any portion of the Property. Any replat shall be in general conformance with the Concept Plan, including any amendments.

4.4 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

4.5 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

ARTICLE V
DEVELOPMENT PROCESS AND CHARGES

5.1 Development, Review and Inspection Fees. Except for any fees related to zoning of the Property as provided in Section 7.2, development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without

limitation fees relating to platting and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

5.2 Capital Recovery Fees. The Developer is responsible for the construction of all on-site and off-site Public Infrastructure, to the extent such Public Infrastructure is necessitated by and attributable to the development of the Property. The Parties agree that such improvements will include all of the capital improvements and facility expansions necessitated by and attributable to the Property; therefore, pursuant to Section 395.001(4) of the Texas Local Government Code, **no Impact Fees levied by the City will apply to the Property**. Instead, the Developer agrees to pay and City agrees to set (a) roadway capital recovery fees not to exceed $2,500.00 per single-family residential lot, (b) water capital recovery fees not to exceed $2,500.00 per single-family residential lot, (c) wastewater capital recovery fees not to exceed $2,500.00 per single-family residential lot, and (d) waive the requirement for payment of any Impact Fees. All capital recovery fees applicable to individual lots will be due and payable by the Developer at the time building permits are issued for each single-family residential lot.

5.3 Technology Fees. The Parties agree upon a fixed payment for the Technology Fees, to be collected upon the issuance of a single-family residential lot's building permit, not to exceed $500.00 per lot.

5.4 Park Fees. The Parties agree upon a fixed payment for the Park Fees, which includes recreation and open space, in lieu of a dedication of land, to be collected upon the issuance of a single-family residential lot's building permit, not to exceed $1,500.00 per lot.

5.5 Development Agreement Fees. The Parties agree the Developer shall pay at the time of request for each development agreement application related to the Property (a) a $2,500.00 fee, plus the cost of fees for professional review, including but not limited to legal, engineering, land planning, and financial analysis, development analysis, and engineering consultant review.

5.6 ROW Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way area for roads reflected on the Master Thoroughfare Plan.

5.7 INDEMNIFICATION AND HOLD HARMLESS. **THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED**

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BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 5.7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

5.8 **DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/**

DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(A) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- **(a) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
- **(b) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR**
- **(c) NUISANCE.**

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(B) THIS SECTION 5.8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VI
TERM

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Developer does not purchase the Property by May 31, 2019.

ARTICLE VII
ANNEXATION AND POST-ANNEXATION MATTERS

7.1 Annexation. Following Developer's acquisition of the Property, and within ten (10) days of being requested to do so by the City which shall not be longer than one (1) year after Developer's acquisition/closing, Developer agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (together all acreage the "Petition Property"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Petition Property, into the City's corporate limits. The annexation service plan for the Property shall be consistent with the terms of this Agreement. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property, within ten (10) days of being requested to do so. Prior to annexation of the Petition Property, the City shall have considered this Agreement, shall have submitted to Developer, and Developer shall review and approve, an annexation service plan which service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and Developer. Developer acknowledges and agrees that this Section 7.1 was a material inducement for the City to enter into this Agreement with Developer.

7.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 7.1 of this Agreement, the Parties agree that the Concept Plan, the Development Standards, and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code. The City shall consider zoning the Property consistent with the Development Standards, Concept Plan, and applicable provisions of this Agreement contemporaneously with annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section.

ARTICLE VIII
EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured

and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE IX
ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to any affiliate or related entity of the Developer, or any lien holder on the Property, without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property shall not be assigned by Developer to a non-affiliate or non-related entity of the Developer without the prior written consent of the City Manager, which consent shall not be unreasonably withheld if the assignee demonstrates financial ability to perform. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall contain a representation by the assignee acknowledged by a notary public that the assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an assignee shall be provided to all Parties within 15 days after execution. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

9.2 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement, except for the fees and charges to be collected under Article IV, without the Developer's prior written consent, which consent shall not be unreasonably withheld.

9.3 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer (as defined in Section 10.1 below) of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.4 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

9.5 Notice of Assignment. In addition to the other requirements in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;
(b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
(c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and
(d) the notice must be signed by a duly authorized person representing the Developer.

ARTICLE X
RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Collin County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot ("an End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of the Developer's requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI
ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect.

The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:
Attn: Jason Laumer, City Manager
City of Celina
142 North Ohio
Celina, TX 75009
Email: jlaumer@celina-tx.gov

With a copy to:
Attn: Julie Fort
Messer, Rockefeller & Fort, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
Email: julie@txmunicipallaw.com

With a copy to:
Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
_____
_____
Email: lvanzant@hbwvlaw.com

To the Developer:
Adam James
Trico Development and Land Company
102 E. Broadway Street, Suite 940
Prosper, Texas 75078
Email: adam@tricolandco.com

With a copy to:
Steve Rumsey
4336 Marsh Ridge Road
Carrollton, Texas 75010
Email: srumsey@crossdevelopment.net

With a copy to:
Attn: James S. Campbell
Byrd Campbell, PA
180 Park Avenue North, Suite 2A
Winter Park, Florida 32890
Email: jcampbell@byrdcampbell.com

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Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

11.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

11.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

11.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

11.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or

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construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

11.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A-1	Legal Description of Property Tract 1
Exhibit A-2	Legal Description of Property Tract 2
Exhibit B	Survey of Property
Exhibit C	Concept Plan
Exhibit D	Development Standards

11.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

11.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Developer expressly amending the terms of this Agreement.

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

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[signatures on following pages]

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EXECUTED by the City and Developer on the respective dates stated below.

Date: 12/13/2018

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

Vicki Faulkner
Vicki Faulkner, City Secretary

APPROVED AS TO FORM

_____
~~Julie Fort~~, Attorney for City
Lance Vanzant

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 13 day of December, 2018 by Sean Terry, the Mayor of the City of Celina, Texas on behalf of said City.

THE CITY OF CELINA (SEAL) TEXAS

Vicki J. Faulkner
Notary Public, State of Texas

VICKI J Faulkner
Name printed or typed

Commission Expires: 9-22-2019

VICKI J. FAULKNER
Notary Public
STATE OF TEXAS
My Comm Exp September 22, 2019

Unofficial

DEVELOPER:

Trico Development and Land Company
a Texas limited liability company

By: _____

Name: Adam James
Title: Partner

STATE OF TEXAS §
§
COUNTY OF Collin § §17

This instrument was acknowledged before me on the 18 day of January, 2018 by Adam James a Partner of **Trico Development and Land Company**, a Texas limited liability company on behalf of said limited liability company.

VICKI FAULKNER
Notary Public
STATE OF TEXAS
My Comm Exp September 22, 2019
(SEAL)

_____
Notary Public, State of Texas

Vicki J Faulkner
Name printed or typed

Commission Expires: 9-22-2019

Unofficial

EXHIBIT A-1
Legal Description Tract 1

Situated in Collin County, Texas, in the Hugh C. Routh Survey, Abstract No. 765, in the J.K. Rice Survey, Abstract No. 767 and in the Collin County School Land Survey, Abstract No. 170, being a resurvey of a part of the 12.463 acre Lot 5 of Preston Branch Subdivision as recorded in Volume M, Page 613 of the Map and Plat Records of Collin County, a part of the 12 acres of land described in a deed from Venita E. Clements, et al to Rex Crosswhite and wife, Ruby Crosswhite dated September 28, 1979 recorded in Volume 1205, Page 114, Map and deed of the Collin County Land Records, being described by metes and bound as follows:

BEGINNING at an iron pin found at the northeast corner of said Lot 5 of said PRESTON BRANCH, the northwest corner of Lot 7 of PRESTON 455 ADDITION, Ref. V "J", P. 974 and in the south R.O.W. line of County Road No. 94;

Thence south 0°17'42" west, 684.37 feet with the common line between said Preston Branch and Preston 455, with the east line of said Lot 5 and with a fence to an iron pin found in said line and fence at the northeast corner of the Craig James 14.500 acres. Ref. V. 5024, P. 590;

Thence north 89°42'18" west, with a fence and the north line of said 14.500 acre tract passing an iron pin set in said north line and in the west line of said Lot 5 and the east line of said 12 acre tract at 464.05 feet and continuing in all 686.90 feet to an iron pin found at the northwest corner of said 14.500 acre tract;

Thence north 1°12'33" east, 310.31 feet to an iron pin found at the southwest corner of the Vernon Fleet 3.5 acres. Ref. Doc. No. 96-0033399 and an east line of said 12 acre tract;

Thence north, with the east line of said 3.5 acre tract, with a fence passing an iron pin found at 30 feet at the west, southwest corner of said Lot 5 and continuing with said east line and with the west line of said Lot 5 and with said fence in all 399.8 feet to an iron pin found at the northwest corner of said Lot 5, the northeast corner of said 3.5 acre tract and in said south R.O.W. line of County Road No. 94, same being a curve to the right from which the radius center lies South 2°09'05" west, 22858.0 feet;

Thence easterly with the north line of said Lot 5 and with said south R.O.W. line as follows:

With said curve to the right, an arc of 290.56 feet around a central angle of 0°43'42" and a chord of 290.56 feet which bears South 87°29'04" East to an iron pin set at the P.T. of said curve; South 87°07'13" East, 2.36 feet to an iron pin set at the P.C. of a curve to the left, from which the radius lies North 2°52'47" East, 22978 feet;

With said curve to the left, an arc of 391.57 feet around a central angle of 0°58'35" with a chord of 391.57 feet which bears South

87°36'31" East to the PLACE OF BEGINNING and containing 10.936 acres of land.

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EXHIBIT A-2
Legal Description Tract 2

SITUATED in Collin County, Texas, in the Hugh C. Routh Survey, Abstract No. 765 and in the J.K. Rice Survey, Abstract No. 767, being a resurvey of the 7.0306 acre Lot 4, a part of the 12.463 acre Lot 5 of Preston Branch subdivision as recorded in Volume M, Page 613 of the Map and Plat Records of Collin County, a part of the 12 acres of land described in a deed from Venita E. Clements, et al to Rex Crosswhite and wife, Ruby Crosswhite dated Sept. 28, 1979 recorded in Volume 1205, Page 114 and a part of the .1903 acre of land described in a deed from Oma Waller Church and Mary Church to Rex Crosswhite dated July 24, 2001, recorded in Volume 4725, Page 887 (2001-0084401), all deeds of the Collin County Land Records, being described by metes and bounds as follows:

BEGINNING at an iron pin found at the southeast corner of said Lot 4 of said (Preston Branch), the northeast corner of Lot 3 and in the west line of Preston 455 Addition, Ref. V. J, P. 974;

THENCE South 88°27'58" West, 481.05 feet with the south line of said Lot 4 and the north line of said Lot 3 to an iron pin found at the southwest corner of said Lot 4 and the northwest corner of said Lot 3 and in the east R.O.W. line, curved to the left, of Farm Road No. 455, from which the radius center lies South 60°46'44" West, 363.31 feet;

Thence northwesterly with said curve to the left , an arc of 283.10 feet, around a central angle of 44°38'50" on a radius of 363.31 feet, with a chord of 275.99 feet which bears North 51°32'41" West, to an iron pin set in the north R.O.W. line in said curve and in the south line of said 12 acre tract;

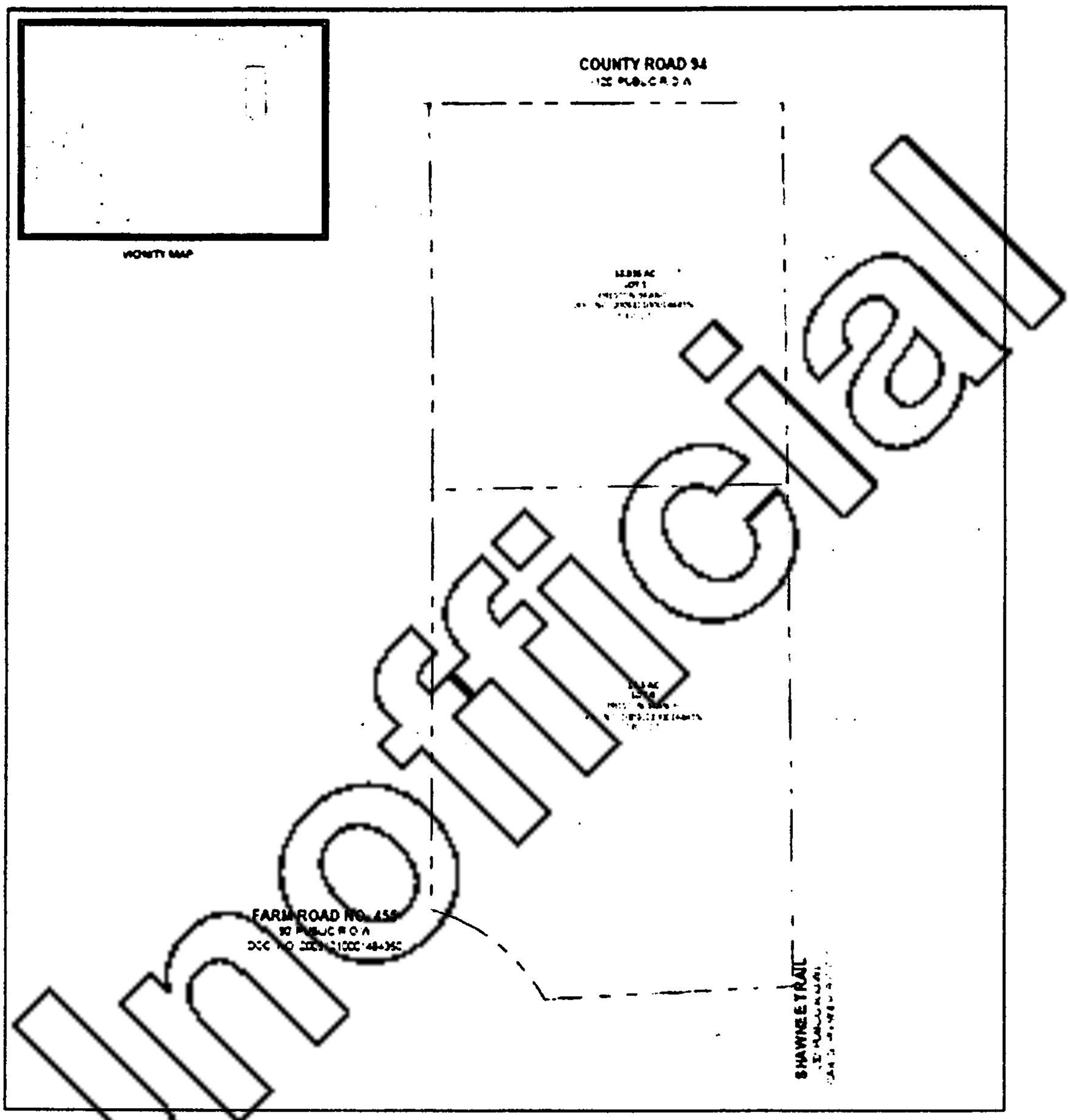
Thence North 1°05'48" East, 779.83 feet to an iron pin set for a corner;

Thence South 89°42'18" East, 686.90 feet to an iron pin set in the west line of said PRESTON 455, the east line of PRESTON BRANCH in the east line of said 12.463 acre lot 5;

Thence South 0°17'42" West, coming to the north R.O.W. line of Shawnee Trail at 654.93 feet, a 50' R.O.W. Street in said PRESTON 455 ADDITION, in all 934.93 feet with the common line between said PRESTON BRANCH and PRESTON 455 and with the east line of said Lot 5 and Lot 4 to the PLACE OF BEGINNING and containing 14.500 acres of land, more or less, said Lot 4 and part of lot 5 being replatted in Volume N, Page 63, Map and Plat Records, Collin County, Texas.

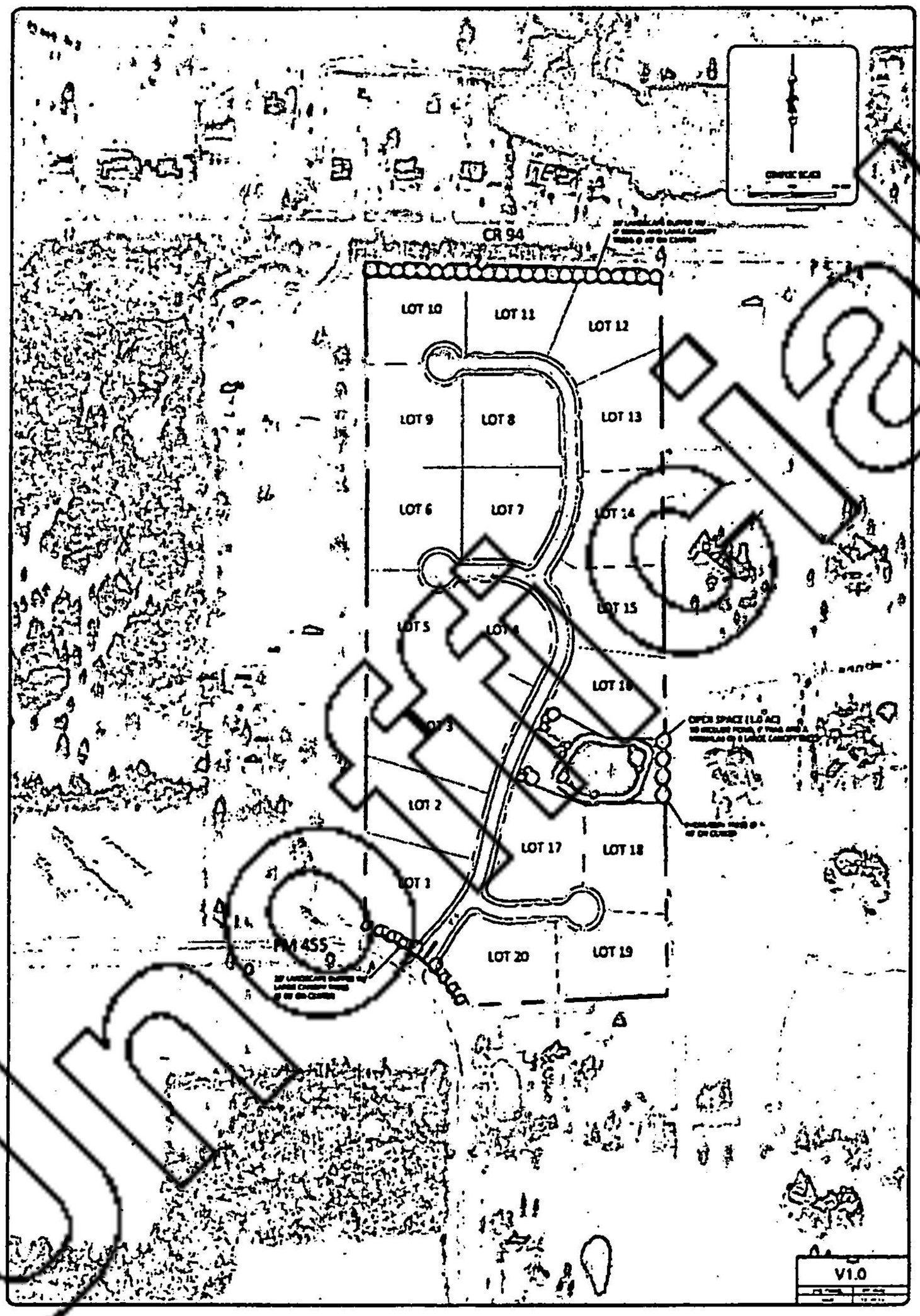
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EXHIBIT B
Survey of Property



Unofficial

EXHIBIT C
Concept Plan



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EXHIBIT D
Development Standards

1.0 PROJECT OVERVIEW

The purpose of these Development Regulations is to create a well-designed, environmentally sensitive community that creates open spaces and trails that link the various areas of the development to encourage and promote outdoor activity among the residents. The open space areas shown on the Concept Plan shall consist of existing corridors, and proposed usable open space dedication (dedicated to the HOA), trails, ornamental trees and shade trees. This development will promote a sense of community, environmental stewardship and a healthy and robust relationship with one's neighbors.

2.0 PROJECT LOCATION

The project is located on the north side of FM 455, approximately 2,600 feet east of Preston Road and abuts CR 94, future Lynn Stambaugh Parkway. The 25.44-acre property is comprised of the 10.936-acre Thompson Property and the 14.5-acre James Property and is situated in the J.K. Rice Survey, Abstract No. 767 in the City of Celina ETJ and Collin County, Texas as described in Exhibit A, Legal Description and as depicted graphically in Exhibit C, Concept Plan.

3.0 DEFINITIONS

Except as otherwise defined in this Agreement, terms used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance for the City of Celina, Texas, in effect on the effective date of this Agreement (the "Zoning Ordinance").

4.0 HOMEOWNERS/PROPERTY OWNERS ASSOCIATION

A homeowners association shall be established and shall be responsible for the ownership and maintenance of all common areas, including all private open space areas shown on the Concept Plan.

5.0 PROPOSED THOROUGHFARES/ACCESS/CROSS SECTIONS

FM 455 is not designated on the Thoroughfare Plan and will remain a two-lane country road. CR 94 (future Lynn Stambaugh Parkway) is shown on the Thoroughfare Plan as a four-lane divided minor arterial, is planned to be generally adjacent to the northern property line with associated right-of-way dedication. No access is proposed to CR 94. The one access point to the residential subdivision will be off FM 455.

Roadway development shall meet the standards as required in the Subdivision Regulations except as follows:

1. Access Point: there shall be one primary access point located on the south boundary line of the Property providing access from FM 455.
2. Cul-de-Sac Length - No Minimum.
3. Rural Cross Section Roadways: roads and streets constructed within the Property may be constructed to drain into an underground storm sewer system or into bar ditches constructed alongside and adjacent to the roads and streets. Concrete streets shall be constructed with a minimum width of 26 feet and shall not be required to be bound by curbing.

Draft

6.0 LAND USES

The following uses are permitted by right except as otherwise noted:

1. Single-family detached - The layout for this planned development is shown on the Concept Plan, Exhibit C.
2. Temporary marketing and sales centers associated with the development of the property.
3. Temporary construction offices and storage yards associated with development of the property.
4. Public works related facilities necessary to serve the development.
5. Parks, playgrounds, trails, swimming pools. and other forms of improved and unimproved open space.
6. Recreation/Amenity centers, pools, cabana buildings and/or locker/ changing rooms.
7. All other SF-R single family residential district uses as listed in the Zoning Ordinance, as it exists or may be amended.

7.0 CONCEPT PLAN

The concept plan calls for 20 one-acre lots and 1 one-acre Pond Lot. The amenity center lot will feature an aerated retention pond and trails.

8.0 FIRE

The Fire Department has approved the location of the single entrance to the subject property as there are fewer than twenty-nine lots, which is the threshold for the two point of access requirement.

9.0 DEVELOPMENT REGULATIONS

9.1 General Area regulations for residential uses are set forth in the table and notes below in this Section 5.0 which contain the exclusive lot size, setback, height, dwelling size, and lot coverage requirements for the Property.

Minimum Lot Size	43,560 SF
Maximum Building Height	45 feet
Minimum Front Yard Setback	20 feet
Minimum Dwelling Unit Size	4,800 SF
Maximum Lot Coverage (see Note 2)	30%

1. The lot widths shall be measured along the arc of the front building line.
2. Lot coverage is defined as the footprint of the primary residential structure, excluding without limitation patios (covered or uncovered), pools, driveways, sidewalks and other improvements which are not part of an enclosed building.

9.2 Subdivision Regulations. Development shall meet the standards as required in the Subdivision Regulations except as follows:

1. Access Point: there shall be one primary access point located on the south boundary line of the Property providing access from FM 455. A second access point providing

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access to and from CR 94 for emergency vehicles and personnel is not required so long as the total lot number remains below 30 lots.
2. Right-of-way dedication for CR 94 is required at time of platting.
3. Cul-de-Sac Length - No Minimum.
4. Roadways: A rural cross section is allowed and shall provide a minimum 50 foot wide right-of-way, with 26 feet of concrete, and may include bar ditches in lieu of curb and gutter.
5. A divided entry with a signature entry feature or other accentuated focal point to provide a sense of arrival and branding shall be provided at the FM 455 entrance and along FM 455 frontage.
6. No septic is allowed, as the subdivision shall connect to the City's sewer system.
7. Plat Extensions - Unless construction has commenced, plats expire two (2) years after approval, and construction plans expire one (1) year after approval.

10.0 RESIDENTIAL DESIGN GUIDELINES

1. Exterior building facades for residential structures shall abide by the governing architectural design standards of the City.
2. Every detached single-family residence shall have at least two enclosed parking spaces and two surface parking spaces.
3. Garage doors shall be placed according to the Zoning Ordinance, as it exists or may be amended.
4. No building shall exceed a height of more than 45 feet, measured at the mid-point between the top plate and the dominate roof ridge.
5. A minimum four large canopy trees is required per lot prior to issuance of a Certificate of Occupancy for a home.

11.0 OPEN SPACE & TRAILS

Open space and amenities shall be provided per the following:

1. All open space areas shall be owned and maintained by the HOA.
2. The Development shall provide a minimum 1 acre open space lot (Pond Lot), generally located per the Concept Plan with the existing pond, that is owned and maintained by the HOA.
3. The Pond Lot shall include a minimum eight foot wide pedestrian access trail to activate the pond area, the pond shall be aerated with a fountain, a minimum eight large canopy trees shall be planted on the Pond Lot, and additional large evergreen canopy trees shall be planted along the eastern property line of the Pond Lot spaced 40 feet on center.

12.0 PERIMETER SCREENING & LANDSCAPE BUFFERS

Landscape Buffer:

1. No landscape buffer shall be required adjacent to FM 455.
2. A minimum 30 foot wide landscape easement, to be installed and maintained by the HOA, that shall not be encroached upon by any improvements (e.g. pools, accessory structures, fences, etc.) shall be provided along CR 94. This landscape easement shall include four-foot tall earthen berms (maximum 4:1 slope) with large canopy trees generally spaced 30 feet on center along CR 94.

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12.2 Screening:

1. Fencing within the planned development may include split-rail fencing.
2. No other screening fence requirements shall apply in order to promote the visual of rural, estate residential development.

13.0 DEVELOPMENT AMENITIES

1. A divided entry with landscaping and decorative fencing on both sides of the main entrance along FM 455 is planned.
2. An open space with trails and an amenitized, aerated retention area will be within the development.

Unofficial

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
01/28/2019 11:23:44 AM
$122.00 DFOSTER
20190128000076150

is hereby deleted and replaced with the following:

"**WHEREAS,** in consideration of the Developer's agreements contained herein to Develop the Property as envisioned by the Parties, the City intends to waive any capital recovery fees including, but not limited to, those for roadway, water, and wastewater and to waive the requirement for the payment of any Impact Fees; and"

(b) Section 5.2 is hereby amended and restated as follows:

"5.2 Capital Recovery Fees. The Developer is responsible for the construction of all on-site and off-site Public Infrastructure, to the extent such Public Infrastructure is necessitated by and attributable to the development of the Property. The Parties agree that such improvements will include all of the capital improvements and facility expansions necessitated by and attributable to the Property; therefore, pursuant to Section 395.001(4) of the Texas Local Government Code, **no Impact Fees levied by the City will apply to the Property.** The City agrees to and does hereby waive any and all capital recovery fees including, but not limited to, those for roadway, water, and wastewater and further agrees to and hereby waives any requirements for payment of any Impact Fees. All capital recovery fees applicable to individual lots are hereby waived by the City and no capital recovery fees shall be due at any time including at the time building permits are issued for each single-family residential lot."

(c) Section 5.3 is hereby amended and restated as follows:

"The City agrees to and does hereby waive any and all Technology Fees and any requirements for the dedication of land for technology infrastructure."

(d) Section 9.1 of Exhibit D to the Development Agreement is hereby amended and restated as follows:

"9.1 General Area regulations for residential uses are set forth in the table and notes below in this Section 9.0, which contain the exclusive lot size, setback, height, dwelling size, and lot coverage requirements for the Property.

Minimum Lot Size	43,560 SF
Maximum Building Height	60 feet
Minimum Front Yard Setback	20 feet
Minimum Dwelling Unit Size	4,100 SF
Maximum Lot Coverage (see Note 2)	No Maximum

Draft

1. The lot widths shall be measured along the arc of the front building line.

2. Lot coverage is defined as the footprint of the primary residential structure, excluding, without limitation, patios (covered or uncovered), pools, driveways, sidewalks and other improvements which are not part of an enclosed building."

2. NOTICE. JLD hereby provides notice of and the City hereby acknowledges JLD's change of address for any written notices required pursuant to the terms of the Development Agreement:

To the Developer: Adam James
James Land & Development, LLC
102 E. Broadway Street #940
Prosper, TX 75078
adam@jamesld.com

With a copy to: Attn: James S. Campbell
Byrd Campbell, PA
180 Park Avenue North, Suite 2A
Winter Park, FL 32789
jcampbell@byrdcampbell.com

3. OTHER.

(a) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument, which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

(b) The Development Agreement as amended by this Agreement shall continue in full force and effect.

(c) Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

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Unofficial

City of Celina:

By: _____
Sean Terry, Mayor

Attest:

_____
Vicki Tarrant, Secretary

Approved as to form:

_____
Lance Vanzant, Attorney for City

THE STATE OF TEXAS §
§
COUNTY OF Collin §

The foregoing instrument was acknowledged before me on this 15 day of January, 2020, by Sean Terry, as Mayor of the City of Celina on behalf of said City.

_____
Notary Public, in and for the State of Texas

Vicki J Tarrant
(Typed/Printed Name of Notary

My Commission Expires: 9-22-2023

VICKI J TARRANT
Notary ID #10304985
My Commission Expires
September 22, 2023

Unofficial

EXECUTED AND EFFECTIVE as of the date first above written.

JLD:

James Land & Development, LLC, a
Texas limited liability company

By: _____
Adam James, Manager

THE STATE OF TEXAS §
§
COUNTY OF Collin §

The foregoing instrument was acknowledged before me on this 13 day of January, 2022, by Adam James, Manager of James Land & Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, in and for the State of Texas

Bridgette Bise
(Typed/Printed Name of Notary

My Commission Expires: 8-27-2022

BRIDGETTE BISE
Notary Public, State of Texas
Comm. Expires 08-27-2022
Notary ID 131703405

Unofficial

Exhibit "C"

Planned Development Ordinance

Unofficial

CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-17
CROSSWOOD CREEK PD-104

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 26 ACRE TRACT OF LAND LOCATED IN THE H. ROUTH SURVEY, ABSTRACT NO. 765, THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 170, AND THE J. RICE SURVEY, ABSTRACT NO. 767, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED APPROXIMATELY 2,600 FEET EAST OF PRESTON ROAD AND NORTH OF FM 455; AS DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 104; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the zoning is in conformance with the existing Development Agreement approved and recorded on January 2019 which outlined the annexation and zoning, and modified on January 2020; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically depicted in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the Concept Plan and Development Regulations set forth in Exhibit "B" and Exhibit "C", respectively, and attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That the zoning classification is hereby established as "PD" Planned Development District No. 104 on a certain tract of land depicted in Exhibit "A."

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land depicted in Exhibit "A" attached hereto and incorporated herein as PD No. 104, and incorporates the Concept Plan and Development Regulations, attached hereto as Exhibit "B" and Exhibit "C".

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property depicted on Exhibit "A" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as

amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of March, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

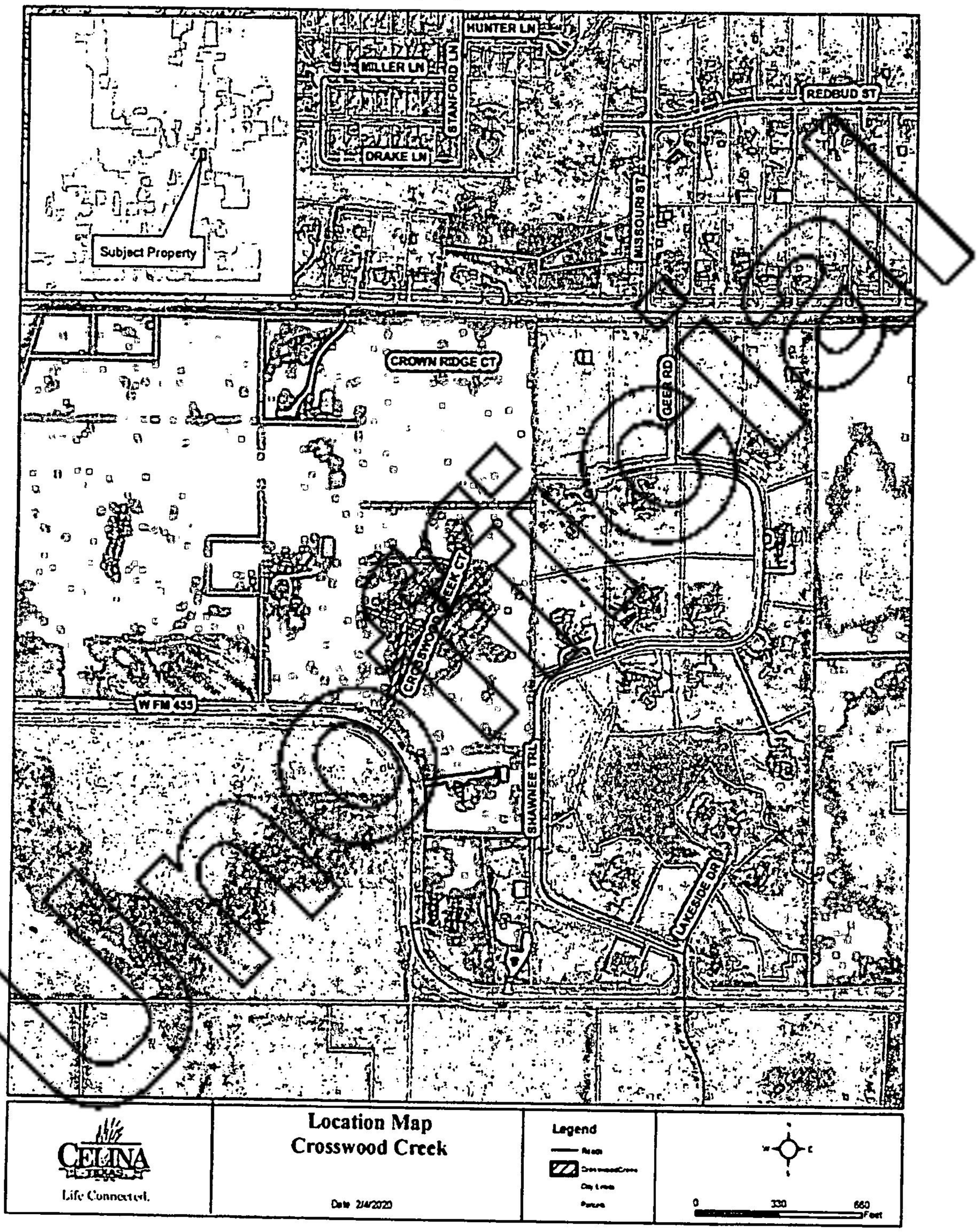
[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

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Exhibit "A"
Property Exhibit



CELINA TEXAS Life Connected.	**Location Map** **Crosswood Creek** Date 2/4/2020	Legend Roads Crosswood Creek City Limits Parcels	N W E S 0 330 660 Feet

DRAFT

Exhibit "B"
Concept Plan

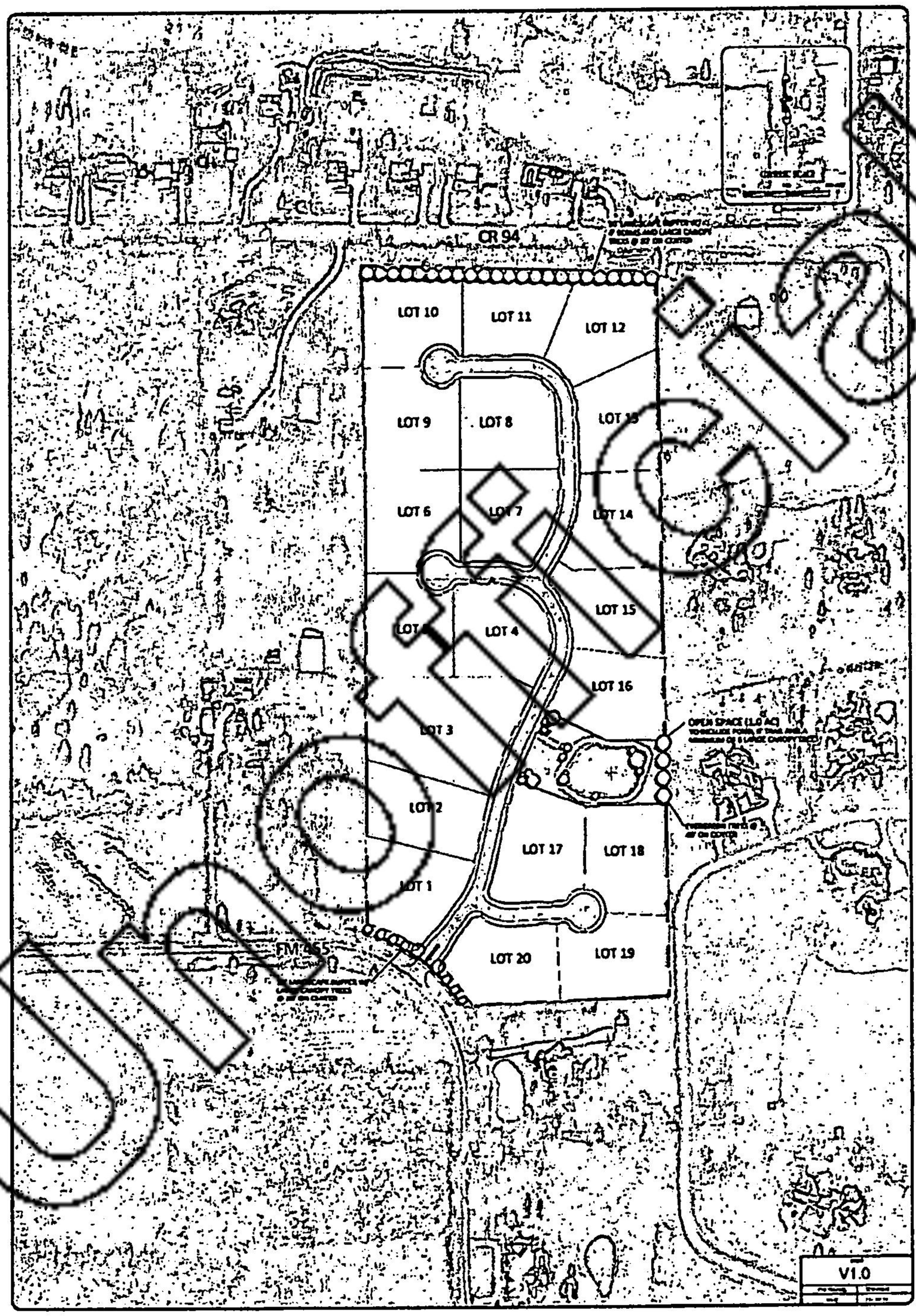


Exhibit "C"
Development Regulations

1.0 PROJECT OVERVIEW

The purpose of these Development Regulations is to create a well-designed, environmentally sensitive community that creates open spaces and trails that link the various areas of the development to encourage and promote outdoor activity among the residents. The open space areas shown on the Concept Plan shall consist of existing corridors, and proposed usable open space dedication (dedicated to the HOA), trails, ornamental trees and shade trees. This development will promote a sense of community, environmental stewardship and a healthy and robust relationship with one's neighbors.

2.0 PROJECT LOCATION

The project is located on the north side of FM 455, approximately 2,600 feet east of Preston Road and abuts CR 94, future Lynn Stambaugh Parkway. The 25.44-acre property is comprised of the 10.936-acre Thompson Property and the 14.5-acre James Property and is situated in the J.K. Rice Survey, Abstract No. 767 in the City of Celina ETJ and Collin County, Texas as described in Exhibit A, Legal Description and as depicted graphically in Exhibit C, Concept Plan.

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Except as otherwise defined in this Agreement, terms used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance for the City of Celina, Texas, in effect on the effective date of this Agreement (the "Zoning Ordinance").

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A homeowners association shall be established and shall be responsible for the ownership and maintenance of all common areas, including all private open space areas shown on the Concept Plan.

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FM 455 is not designated on the Thoroughfare Plan and will remain a two-lane country road. CR 94 (future Lynn Stambaugh Parkway) is shown on the Thoroughfare Plan as a four-lane divided minor arterial, is planned to be generally adjacent to the northern property line with associated right-of-way dedication. No access is proposed to CR 94. The one access point to the residential subdivision will be off FM 455.

Roadway development shall meet the standards as required in the Subdivision Regulations except as follows:

1. Access Point: there shall be one primary access point located on the south boundary line of the Property providing access from FM 455.
2. Cul-de-Sac Length - No Minimum.
3. Rural Cross Section Roadways: roads and streets constructed within the Property may be constructed to drain into an underground storm sewer system or into bar ditches constructed alongside and adjacent to the roads and streets. Concrete streets shall be constructed with a minimum width of 26 feet and shall not be required to be bound by curbing.

6.0 LAND USES

The following uses are permitted by right except as otherwise noted:

1. Single-family estate detached - The layout for this planned development is shown on the Concept Plan, Exhibit C.
2. Temporary marketing and sales centers associated with the development of the property.
3. Temporary construction offices and storage yards associated with development of the property.
4. Public works related facilities necessary to serve the development.
5. Parks, playgrounds, trails, swimming pools, and other forms of improved and unimproved open space.
6. Recreation/Amenity centers, pools, cabana buildings and/or locker/ changing rooms.
7. All other SF-E single family residential estate district uses as listed in the Zoning Ordinance, as it exists or may be amended.

7.0 CONCEPT PLAN

The concept plan calls for 20 one-acre lots and 1 one-acre Pond Lot. The amenity center lot will feature an aerated retention pond and trails.

8.0 FIRE

The Fire Department has approved the location of the single entrance to the subject property as there are fewer than twenty-nine lots, which is the threshold for the two point of access requirement.

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9.1 General Area regulations for residential uses are set forth in the table and notes below in this Section 9.0 which contain the exclusive lot size, setback, height, dwelling size, and lot coverage requirements for the Property.

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Minimum Dwelling Unit Size	4,100 SF
Maximum Lot Coverage (see Note 2)	No Maximum

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1. Access Point: there shall be one primary access point located on the south boundary line of the Property providing access from FM 455. A second access point providing access to and from CR 94 for emergency vehicles and personnel is not required so long as the total lot number remains below 30 lots.

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2. Right-of-way dedication for CR 94 is required at time of platting.
3. Cul-de-Sac Length - No Minimum.
4. Roadways: A rural cross section is allowed and shall provide a minimum 50 foot wide right-of-way, with 26 feet of concrete, and may include bar ditches in lieu of curb and gutter.
5. A divided entry with a signature entry feature or other accentuated focal point to provide a sense of arrival and branding shall be provided at the FM 455 entrance and along FM 455 frontage.
6. No septic is allowed, as the subdivision shall connect to the City's sewer system.
7. Plat Extensions - Unless construction has commenced, plats expire two (2) years after approval, and construction plans expire one (1) year after approval.

10.0 RESIDENTIAL DESIGN GUIDELINES

1. Exterior building facades for residential structures shall abide by the governing architectural design standards of the City.
2. Every detached single-family residence shall have at least two enclosed parking spaces and two surface parking spaces.
3. Garage doors shall be placed according to the Zoning Ordinance, as it exists or may be amended.
4. No building shall exceed a height of more than 60 feet.
5. A minimum four large canopy trees is required per lot prior to issuance of a Certificate of Occupancy for a home.

11.0 OPEN SPACE & TRAILS

Open space and amenities shall be provided per the following:

1. All open space areas shall be owned and maintained by the HOA.
2. The Development shall provide a minimum 1 acre open space lot (Pond Lot), generally located per the Concept Plan with the existing pond, that is owned and maintained by the HOA.
3. The Pond Lot shall include a minimum eight foot wide pedestrian access trail to activate the pond area, the pond shall be aerated with a fountain, a minimum eight large canopy trees shall be planted on the Pond Lot, and additional large evergreen canopy trees shall be planted along the eastern property line of the Pond Lot spaced 40 feet on center.

12.0 PERIMETER SCREENING & LANDSCAPE BUFFERS

Landscape Buffer.

1. No landscape buffer shall be required adjacent to FM 455.
2. A minimum 30 foot wide landscape easement, to be installed and maintained by the HOA, that shall not be encroached upon by any improvements (e.g. pools, accessory structures, fences, etc.) shall be provided along CR 94. This landscape easement shall include four-foot tall earthen berms (maximum 4:1 slope) with large canopy trees generally spaced 30 feet on center along CR 94.

12.2 Screening:

1. Fencing within the planned development may include split-rail fencing.

Unofficial

2. No other screening fence requirements shall apply in order to promote the visual of rural, estate residential development.

13.0 DEVELOPMENT AMENITIES

1. A divided entry with landscaping and decorative fencing on both sides of the main entrance along FM 455 is planned.
2. An open space with trails and an amenitized, aerated retention area will be within the development.

Unofficial

Exhibit "D"

Setbacks

(must match original and revised Development Agreement with Celina to be provided by Engineer)

Unofficial

Exhibit "E"

Tree Species

Live Oak

Red Oak

Cedar Elm

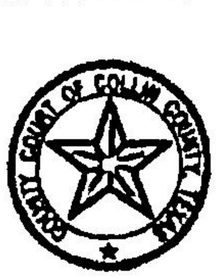
Bradford pear

Chinese Pistachio

Magnolia

Unofficial

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/08/2020 10:07:03 AM
$302.00 DFOSTER
20200708001051000





VG-48-2026-2026000008984

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2026000008984

Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: January 22, 2026 01:40 PM

Number of Pages: 79

" Examined and Charged as Follows: "

Total Recording: $333.00

Unofficial

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	2026000008984
Receipt Number:	20260122000502
Recorded Date/Time:	January 22, 2026 01:40 PM
User:	Jennifer W
Station:	Station 4

Record and Return To:

CROSSWOOD CREEK ESTATES RESIDENTIAL ASSOC, INC.

2750 S PRESTON RD STE 116-206

CELINA TX 75009

COUNTY COURT OF COLLIN COUNTY, TEXAS

STATE OF TEXAS
Collin County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Public Records of Collin County, Texas

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

Stacey Kemp