DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HIGHLAND CROSSING NORTH

Collin County, Texas

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

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration"), made on the date hereinafter set forth by Beaten Path Development-Highland Crossing, LLC, a Texas limited liability company ("Declarant"), for the purpose of evidencing the covenants, conditions and restrictions contained herein.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain real property in the County of Collin, State of Texas and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property");

WHEREAS, Declarant desires to create an exclusive residential community to be known as **HIGHLAND CROSSING NORTH** on the Property and such other property as may be added thereto pursuant to the terms and provisions of this Declaration; and

NOW THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions and conditions shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Declarant and each Owner (hereinafter defined) thereof.

ARTICLE I

DEFINITIONS

1.1 "Affiliate" shall mean any person: (i) directly or indirectly through one or more intermediaries controlling, controlled by, or under direct or indirect common control with or managed by, an Owner; or (ii) related to another Owner within the second degree of consanguinity. A person shall be deemed to be "controlled by" any other person if such other person possesses, directly or indirectly, power (A) to vote 10% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managing general partners or the equivalent; or (B) to direct or cause the direction of the management and policies of such person whether by contract or otherwise.

1.2 "Areas of Common Responsibility" shall mean the such improvements, areas or tracts, if any, including fencing, entrance monuments and signs and landscaping, as may be designated by the Declarant or the Board of Directors (herein so called) of the Association.

1.3 "Association" shall mean and refer to the HIGHLAND CROSSING NORTH HOMEOWNERS ASSOCIATION, INC., a Texas not-for-profit corporation to be established for the purposes set forth herein, its successors and assigns, the vehicle and agency which will have the power, duty and responsibility of maintaining and administering the Areas of Common Responsibility, collecting the disbursements and charges hereinafter prescribed, and administering and enforcing this Declaration. The Association shall, commencing on the date of recordation of this Declaration and continuing for an indefinite period of time, exist as an unincorporated association; at a point in time deemed appropriate by the Declarant, consistent with the objectives herein and the circumstances then existing, the Declarant will cause the Association to be incorporated as a non-profit corporation under the name set forth above (or another name depending on availability).

1.4 "Association Documents" shall mean the Declaration, the Design Guidelines, the Certificate of Formation (herein so called) of the Association, as may be amended from time to time, the Bylaws (herein so called) of the Association, as may be amended and/or modified from time to time, the rules and regulations, if any, of the Association, as amended and modified from time to time, and the policies, resolutions and certifications adopted by the Association from time to time.

1.5 "Builder" means any homebuilder constructing the initial Home upon a Lot.

1.6 "Bulk Purchaser" means a party designated in writing by Declarant.

1.7 "Declarant" shall mean and refer to Beaten Path Development-Highland Crossing LLC, a Texas limited liability company and its successors and assigns, or the Highland Crossing North Homeowners Association, Inc., where Declarant has expressly provided for the transfer and assignment of its rights as Declarant hereunder. No person or entity purchasing one or more Lots (hereinafter defined) in the ordinary course of business shall be considered as "Declarant".

1.8 "Design Guidelines" means the standards for design, construction, landscaping, and exterior items proposed to be placed on any Lot adopted by Declarant or the Association, as the same may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Property. At Declarant's option, Declarant may adopt or amend from time to time the Design Guidelines for the Property or any portion thereof. Notwithstanding anything in this Declaration to the contrary, Declarant will have no obligation to establish Design Guidelines for the Property or any portion thereof.

1.9 "Development Period" means the period of time beginning on the date when this Declaration has been recorded in the Real Property Records and means the period of time beginning on the date when this Declaration has been Recorded and ending ten (10) years after Declarant and

its affiliates no longer owns all or any portion of the Property, unless earlier terminated by Declarant. Declarant may terminate the Development Period by an instrument executed by Declarant and recorded in the Real Property Records. The Development Period is the period in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property.

1.10 "Drainage Easement" shall mean any drainage easement or drainage area designated or shown on the Subdivision Plat.

1.11 "Home" shall mean a single-family residential unit constructed on a Lot being a part of the Property, including the parking garage utilized in connection therewith and the Lot upon which the Home is located.

1.12 "Lienholder" or "Mortgagee" shall mean the holder of a first mortgage lien, either on any Home and/or any Lot.

1.13 "Lot" shall mean and refer to a portion of the Property designated as a Lot on the Subdivision Plat of the Property, excluding common areas, streets, alleys and any Area of Common Responsibility. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot.

1.14 "Majority" means more than half.

1.15 "Member" shall mean and refer to every person or entity that holds membership in the Association. The Declarant and each Owner shall be a Member.

1.16 "Open Space" shall mean the Areas of Common Responsibility owned by the Association and any land designated as "Open Space" or "Common Area" on any recorded Plat of the Property.

1.17 "Owner" shall mean and refer to the record Owner, other than Declarant, whether one (1) or more persons or entities, of a fee simple title to any Lot and shall include the fee owner and homebuilder, but shall exclude those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Lienholder or Mortgagee who acquires fee simple title to any Lot which is a part of the Property, through deed in lieu of foreclosure or through judicial or non-judicial foreclosure.

1.18 "Property", "Premises" or "Development" shall mean and refer to all of that certain real property known as Highland Crossing North, more particularly described and depicted on Exhibit "A" hereto and made a part hereof for all purposes, and additions or deletions thereto as permitted by this Declaration.

1.19 "Real Property Records" means the Land Records of Collin County, Texas.

1.20 "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

1.21 "Standby Electric Generator" means a device that converts mechanical energy to electrical energy and is: (i) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (ii) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (iii) connected to the main electrical panel of a residence by a manual or automatic transfer switch; and (iv) rated for a generating capacity of not less than seven kilowatts.

1.22 "Subdivision Plat" or "Plat" shall mean or refer to the map or plat of the Property which has been filed in the Map or Plat Records of Collin County, Texas in which the Property is located, and as same may be amended from time to time.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.1 PROPERTY. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration. Every Owner shall be responsible to the Association and to the other Owners for the conduct of his family, guests, employees, agents, contractors, tenants and its tenants' family, guests, employees, agents and contractors on the Property and their compliance with the provisions of this Declaration. Nothing contained in this Declaration shall be understood or construed to prohibit or interfere with any rights, reservations or easements expressly granted herein to Declarant.

2.2 ADDITIONS TO THE PROPERTY. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) The Declarant may add or annex additional real property, whether residential property, Areas of Common Responsibility or otherwise, to the scheme of this Declaration, without the consent of the Members, by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions (a "Supplementary Declaration") which shall extend the scheme of this Declaration to such property.

(b) In the event any person or entity other than the Declarant desires to add or annex additional real property to the scheme of this Declaration, such annexation proposal must have the prior written consent and approval of the majority of the outstanding votes of the Association, regardless of class.

(c) The annexations authorized by this Declaration shall be accomplished by executing and filing of record in the office of the County Clerk of Collin County, Texas in

which the Property is located, a Supplementary Declaration or similar instrument with respect to the additional real property which shall extend the plan of this Declaration to such real property. Any Supplementary Declaration may contain such additions, deletions and/or modifications with respect to the additional property to the provisions of this Declaration as are not substantially inconsistent with the plan of this Declaration. The rate of Assessment for and method of determining the assessed valuation of the annexed property shall not result in an Assessment substantially less than that affecting the Property previously subject to this Declaration, unless such annexed property and the owners thereof do not enjoy substantially all of the benefits of the Owners of the Property previously subject to this Declaration. Any additions made pursuant to subsections (a) and (b) of this Section 2.2, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

ARTICLE III

HIGHLAND CROSSING NORTH HOMEOWNERS ASSOCIATION, INC.

3.1 ESTABLISHMENT OF THE ASSOCIATION. The formal establishment of the Association will be accomplished by the filing of the Certificate of Formation of the Association with the Secretary of State for the State of Texas and the subsequent issuance by the Secretary of State of the Certificate of Formation of the Association.

3.2 BOARD OF DIRECTORS. The affairs of the Association shall be administered by a Board of Directors which shall consist of a minimum of three (3) members. The initial Board of Directors shall be appointed by Declarant. On or before the one hundred twentieth (120^{th}) day after the closing of the sale of seventy-five percent (75%) of the Lots to Owners other than Declarant, a Bulk Purchaser or builders in the business of constructing homes who purchased Lots from the Declarant for the purpose of selling completed homes built on the Lots or the tenth (10^{th}) anniversary of the recording of this Declaration, whichever occurs first, at least one-third (1/3) of the directors shall be elected by Owners other than Declarant.

3.3 ADOPTION OF BY-LAWS. By-Laws for the Association will be established and adopted by the Board of Directors of the Association.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.1 MEMBERSHIP. Declarant, during the time it owns any Lot, and each person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall automatically become a Member of the Association and each Owner shall remain a member of the Association. The foregoing is not intended to include persons or entities whom or who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one (1) membership per Lot owned. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Transfer of ownership, either

voluntarily or by operation of law, shall terminate such Owner's membership in the Association, and membership shall then be vested in the transferee; provided, however, that no such transfer shall relieve or release such Owner from any personal obligation with respect to Assessments which have accrued and remain unpaid prior to such transfer.

4.2 VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

(a) Class "A". "Class A Members" (herein so called) shall be all Members other than Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. If any Lot is owned by more than one (1) Owner, the number of votes attributable to such Lot still shall be one (1), and such one (1) vote may be cast only if all of the Owners owning such Lot, prior to the time of the vote in question, have delivered to the Association a written agreement as to how such vote is to be cast or a written designation of one (1) of such Owners to cast the vote attributable to such Lot. Any Owner who is not an individual must designate, upon request of the Board of Directors, a representative to act for such Owner in Association matters and to cast the vote of such Owner, such designation to be made in writing to the Board of Directors.

(b) Class "B". The sole "Class B Member" (herein so called) shall be Declarant. The Class B Member shall be entitled to Fifty Seven (57) votes for each Lot contained within the Subdivision with respect to which a building permit has not been issued by applicable governmental authorities for the purpose of permitting construction of a single family residential structure. Subject to the conditions set forth in the remainder of this paragraph, the Class B membership shall be converted to Class A membership upon the earlier of (i) the expiration of the Development Period, or (ii) the recording in the Real Property Records, of a notice signed by the Declarant terminating its Class B membership. In determining the number of Lots owned by a Declarant for the purpose of Class B membership status hereunder, the total number of Lots covered by this Declaration, including all Lots annexed thereto in accordance with Section 2.2 herein, shall be considered. In the event the Class B membership has previously lapsed as provided in (i) above, but through the annexation of additional property Declarant becomes the owner of additional Lots, such Class B membership shall be reinstated until it expires pursuant to the terms hereof.

4.3 QUORUM, NOTICE AND VOTING REQUIREMENTS.

(a) Except as otherwise specifically provided in this Declaration, any action requiring the vote or approval of the Members or the Owners shall require the Majority vote of the Members (both classes voting together), represented at a duly called meeting of the Members in person or by a legitimate proxy in form provided in the Association Documents or otherwise approved by the Board of Directors, at which a "Regular Quorum" or a "Special Quorum" is present. Written notice of a meeting must be given to all Members not less than ten (10) days nor more than sixty (60) days in advance of any

such meeting and shall set forth the purpose(s) of such meeting. No action may be taken at a meeting on any matter that is not described in the applicable meeting notice as being on the agenda for such meeting. Notwithstanding anything herein to the contrary, to the extent permitted by the Act and applicable law and in the Association Documents, from time to time, any action may be taken by written consent of the Members in lieu of formal meetings.

(b) The quorum (a "Special Quorum") required for any action referred to in Sections 5.3(b) and 5.4 shall be as follows:

Members represented at a duly called meeting of the Members in person or by a legitimate proxy in form provided in the Association Documents or otherwise approved by the Board of Directors, entitled to cast sixty percent (60%) of all of the votes of Members (both classes of Members taken together) shall constitute a Special Quorum. If the required Special Quorum is not present at such meeting, that meeting may be adjourned, and an additional meeting may be called, subject to the notice requirement set forth herein, with the required Special Quorum at such second (2nd) meeting being reduced to one-half (1/2) of the required Special Quorum at the preceding meeting; provided, however, that such second (2nd) meeting must be held not later than thirty (30) days after the first (lst) meeting. Further, if the reduced required Special Quorum is not present at such second (2nd) called meeting, the adjournment of the meeting shall be continued, and one (1) additional meeting may be called, subject to the notice requirement set forth herein, with Declarant alone constituting the required Special Quorum at such third (3rd) meeting; provided that such third (3rd) meeting must be held not later than forty-five (45) days after the first (lst) meeting.

(c) The quorum (a "Regular Quorum") required for any action other than the actions referred to in Sections 5.3(b) and 5.4 hereof shall be as follows:

Members represented at a duly called meeting of the Members in person or by a legitimate proxy in form provided in the Association Documents or otherwise approved by the Board of Directors, entitled to cast thirty percent (30%) of all of the votes of Members (both classes of Members taken together) shall constitute a Regular Quorum. If the required Regular Quorum is not present at such meeting, that meeting may be adjourned, and an additional meeting may be called, subject to the notice requirement set forth herein, with the required Regular Quorum at such second (2nd) meeting being reduced to one-half (1/2) of the required Regular Quorum at the preceding meeting; provided, however, that such second (2nd) meeting must be held not later than thirty (30) days after the first (lst) meeting. Further, if the reduced required Regular Quorum is not present at such second (2nd) called meeting, the adjournment of the meeting may be called, subject to the notice requirement set forth herein, with Declarant alone constituting the required Regular Quorum at such third (3rd) meeting; provided that such third (3rd) meeting must be held not later than forty-five (45) days after the first (1st) meeting.

(d) As an alternative to the procedure set forth in this Section 4.3, any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote were present. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

(e) Except as set forth in this Section 4.3 and the Act, the notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in the Association Documents. In the event a conflict exists between any requirement in of this Section 4.3 and the requirements of any Association Documents, the terms of this Section 4.3 shall prevail.

(f) At all meetings of the Association, there shall be no cumulative voting. Prior to all meetings, the Board of Directors of the Association shall determine the total number of votes outstanding and entitled to vote by the Members.

4.4 CONDUCT OF AFFAIRS PRIOR TO INCORPORATION. During the period of time that the Association is unincorporated, the Declarant shall have the sole right and option to prescribe reasonable procedures for the meetings (if any) of the Members, provided, however, that prior to incorporation, without the approval of the Declarant, no Member (other than Declarant) shall have a right to vote on any matter, or to call any meetings of the Members of the Association. Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association (as an incorporated entity) shall be consistent with its Certificate of Formation and By-laws, as the same may be amended from time to time.

4.5 NOTICE TO PURCHASERS. Each Builder of a residence on any Lot shall post notice in a prominent place in all model homes, sales offices and on all open space areas larger than 20,000 square feet stating that a property owners association has been established and membership is mandatory for all property owners. The notice shall state at a minimum that the Builder shall provide any person upon their request the Association Documents and a five year projection of dues, income and Association expenses.

ARTICLE V

COVENANT FOR ASSESSMENTS

5.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (i) annual assessments or charges for maintenance, taxes and insurance, (ii) special assessments for

capital improvements, (iii) individual special assessments levied against individual Owners to reimburse the Association for the extra cost for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear, and (iv) a Transfer Fee (hereinafter defined) upon the closing of the sale of such Lot to such Owner (other than Declarant and the initial home Builder). Such assessments (collectively, the "Assessments") are to be fixed, established and collected as provided herein. Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest costs and reasonable attorney's fees shall also constitute a personal obligation of the person or entity that was the record Owner of such Lot at the time of such Assessment. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by such successors; however the lien upon the Lot shall continue until paid.

5.2 PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Lots, the improvement and maintenance of the Areas of Common Responsibility and any other property designated by the Association, and for the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessments shall include, but not be limited to, funds to cover actual Association costs for all taxes, insurance, repair, replacement, maintenance and other activities as may from time to time be authorized by the Board of Directors; legal and accounting fees, and any fees for management services; expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or the Property; reasonable replacement of reserves and the cost of maintaining other facilities, including, but not limited to, mowing grass, grounds and pond care, sprinkler system, landscaping, and other charges required or contemplated by this Declaration and/or that which the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment of a reserve for repair, maintenance, and other charges as specified herein.

5.3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

(a) Until January 1st of the year next following the conveyance of the first Lot to an Owner, the maximum regular annual Assessment shall be $800.00 per Lot.

(b) From and after January 1st of the year next following the conveyance of the first Lot to an Owner, the maximum regular annual Assessment may be increased by an amount up to fifteen percent (15%) over the preceding year's maximum regular annual Assessment solely by the Board of Directors. Any increase over and above fifteen percent (15%) of the previous year's maximum regular annual Assessment shall be done only by vote of the Members in accordance with Section 4.3 hereof.

5.4 SPECIAL ASSESSMENTS. In addition to the regular annual Assessment authorized above, the Association may levy, in any assessment year, a special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs incurred by

the Association pursuant to the provisions of this Declaration, provided that any such special Assessment shall have the prior written approval of sixty-seven percent (67%) of the outstanding votes (determined pursuant to Section 4.2 hereof) held by the Members at a meeting at which a quorum is present. Any special Assessment shall be prorated based on the period of time the Owner owns the Lot during such year.

5.5 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 5.3 AND 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.3 and 5.4 hereunder shall be given to all Members not less than ten (10) days or more than sixty (60) days in advance of such meeting. At such meeting, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, up to two (2) subsequent meetings may be called subject to the same notice requirements, however the required quorum at the each subsequent meeting shall be sixty percent (60%) of the required quorum at the preceding meeting.

5.6 UNIFORM RATE OF ASSESSMENT. Both the regular annual and any special assessments shall be assessed at a uniform rate for all Lots, and shall commence and be due in accordance with the provisions of Section 5.7 hereof. Each Owner shall pay one hundred percent (100%) of the established Assessment for each Lot owned. Declarant shall pay twenty-five percent (25%) of the established Assessment for each Lot it owns.

5.7 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES.

(a) The obligation to pay regular annual Assessments provided for herein shall commence on the first day of January of the first year next following conveyance of a Lot to an Owner. The Assessments shall be due on such payment dates as may be established by the Association. Assessments shall be due and payable on an annual basis unless otherwise designated by the Association.

(b) As long as Declarant is a Class "B" Member pursuant to Section 4.2 hereof, Declarant shall pay any deficiency arising as a result of the costs incurred by the Association in fulfilling its obligations hereunder exceeding the amount of Assessments payable by the Owners; provided, however, in such event, Declarant shall not otherwise be required to pay Assessments as per Section 5.6 above with respect to Lots owned by Declarant; and further provided, however, in no event shall Declarant be required to pay an amount which is in excess of one hundred percent (100%) of the established regular annual Assessment for each Lot it owns. Notwithstanding any provision contained herein to the contrary, the amount of the deficiency which Declarant is responsible for pursuant to the preceding sentence shall not include any deficiency or deficit resulting from or attributable to the amount of delinquent Assessments which are due and owing by any Member to the Association (a "Member Delinquency"); however, the Declarant may, at the Declarant's option, advance to the Association such amounts as may be necessary to fund any Member Delinquency and the amount thereof, together with interest thereon at the rate of twelve percent (12%) per annum, shall be a demand obligation owing by the Association to the Declarant, and may be deducted by the Declarant from any of the Association's funds in the

possession of Declarant, or may be offset against Declarant's future obligations with respect to Assessments. When Declarant becomes a Class "A" Member, (i) Declarant shall not be responsible for payment of any deficiency outlined above, and (ii) upon the next occurring regular or special Assessment, Declarant shall at that time commence making such regular annual and/or special Assessments pursuant to Sections 4.3 and 5.4 hereof calculated on the number of Lots Declarant then owns.

(c) The regular annual Assessment for the first Assessment year shall be fixed by the Association prior to the sale of the first Lot to an Owner. Except for the first Assessment year, the Association shall fix the amount of the annual Assessment at least thirty (30) days in advance of each Assessment year, which shall be on a calendar year basis; provided, however, that the Association shall have the right to adjust the regular annual Assessment upon thirty (30) days written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted pursuant to Section 5.3 hereof. Written notice of the regular annual Assessment shall be given as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed either by the President, Vice President or the Treasurer of the Association setting forth whether the annual and special Assessments on a specified Lot have been paid and/or the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment or delinquency of any Assessment therein stated.

(d) No Owner may exempt himself from liability for Assessments by waiver of the use or enjoyment of any portion of the Development or Open Space or by abandonment of such Owner's Home.

5.8 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

(a) All payments of Assessments shall be made to the Association at its principal place of business as the Association may direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with Declarant, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the Assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Property. All Assessments together with late charges, service charges and interest thereon, shall be a continuing debt secured by and there is hereby impressed a lien against each of the Lots to secure repayment of the Assessments and such other sums.

(b) Any Assessment provided for in this Declaration, which is not paid when due, shall be delinquent. If any such Assessment is not paid within fifteen (15) days after the due date of such Assessment, the Assessment shall bear interest from the date of delinquency, until paid, at the maximum rate per annum allowed by law or eighteen percent (18%) per annum, whichever is less, and in addition thereto, a late charge may be assessed by the Board of Directors against the non-paying Owner for each month that any portion of any Assessment remains unpaid. The initial late charge shall be $25.00. Such amount may

be adjusted from time to time by the Board of Directors. The Board of Directors may also assess a service charge in the amount of $25.00 for each check that is returned because of insufficient funds, which amount shall also be subject to adjustment from time to time by the Board of Directors. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same; or, upon compliance with the notice provisions hereof, foreclose the lien against the Lot as provided in Subsection 5.8(d) hereof. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include accrued interest and reasonable attorney's fee, together with the costs of such action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against an Owner, and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default. Under no circumstances, however, shall Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce the collection of any Assessment.

(c) An Assessment Lien may be foreclosed judicially or by Expedited Foreclosure Proceedings, pursuant to the provisions of Section 209.0092 of the Texas Residential Property Owners Protection Act, Texas Property Code Chapter 209, et. *Seq.* (the "Act"), and the Texas Rules of Civil Procedure Rules 735 and 736 (and any successor statutes); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. Expedited Foreclosure Proceedings are not required under this section if the Owner of the Lot to be foreclosed agrees in writing to waive said Expedited Foreclosure Proceedings at the time the foreclosure is sought. A waiver under this section may not be required as a condition of the transfer of title to a Lot.

(d) Prior to referring an Owner's account to a collection agent, the Association shall provide written notice, by verified mail or by certified mail, return receipt requested, that specifies each delinquent amount and the total amount of the payment required to make the account current, describes the options the Owner has to avoid the referral including payment plan options, and provides at least 30 days to cure the delinquency before further action is taken.

(e) In addition, the Association may institute suit against the Owner personally to obtain a judgment for unpaid Assessments. Furthermore, the Association shall have such other rights and remedies as permitted or allowed by applicable law. In any foreclosure proceeding, whether judicial or nonjudicial, or in any suit or other action against, or pertaining to, the Owner, the Owner shall be required to pay all costs, expenses and reasonable attorneys' fees incurred by the Association. The Association shall have the right and power to buy the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same, subject to any statutory right of redemption.

(f) The Association may not foreclose its assessment lien by Expedited Foreclosure Proceedings or judicially unless it has: provided written notice by verified mail or by certified mail, return receipt requested return receipt requested, of the total amount of

the delinquency to any other holder of a lien that is inferior or subordinate to the Association's lien and is evidenced by a deed of trust; and provided the recipient of the notice an opportunity to cure within sixty-one (61) days from the receipt of the notice.

(g) An Assessment lien for debts consisting solely of fines or attorneys' fees associated with the fines assessed, or for copy charges under its open records policy, pursuant to Section 209.005 of the Act, or unpaid reimbursements for the cost that exceed estimated costs of a requested vote recount pursuant to Section 209.0057(b-4) of the Act may not be foreclosed.

(h) The Assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right of suit to recover a money judgment for unpaid Assessments, as above provided.

5.9 DECLARANT'S RIGHT TO CONTRIBUTE TO REVENUES OF THE ASSOCIATION. Declarant shall have the right, but not the obligation, in its sole discretion and from time to time, to contribute to the revenues of the Association or to loan funds to the Association. Any such loans to the Association shall be due on demand by Declarant and shall accrue interest, compounded monthly, from the date it is made until the date of its repayment, at the short term Applicable Federal Rate ("**AFR**"), as published by the Internal Revenue Service, and adjusted each month to reflect the AFR for such month.

5.10 CAPITALIZATION AND TRANSFER FEES.

(a) Upon any sale of record title to a Lot by Declarant to a Builder, a capitalization fee in the amount of Three Hundred Fifty and No/100 Dollars ($350.00) per Lot shall be paid by the Builder to the Association.

(b) Each purchaser of a Lot (other than Declarant and the "initial" Builder) shall pay to the Association a Transfer Fee (herein so called) in the amount of Seventy Five and No/100 Dollars ($75.00), or such other amount as may be established by the Association from time to time, at the closing of the sale of such Lot to such Owner. Such Transfer Fee shall be due and payable to and shall be collected by the Association with respect to a Lot at the time of each and every transfer of title for such Lot, except the "initial" lot sale to the Builder.

5.11 SUBORDINATION OF THE LIEN TO CERTAIN MORTGAGES. The lien securing the Assessments and other charges provided for herein shall be subordinate to the lien of any first lien mortgage, liens for taxes or other public charges as are by applicable law made superior to the Association's lien; and liens permitted by Article 16, Section 50 of the Texas Constitution, as may be amended from time to time. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot, pursuant to a decree of foreclosure or a non-judicial foreclosure under such first lien mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to the payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any

Assessment thereafter becoming due, in accordance with the terms herein provided. Such subordination shall not apply where the first mortgage or deed of trust or tax lien is used as a device, scheme or artifice to evade the obligation to pay Assessments and/or to hinder the Association in performing its functions hereunder.

5.12 MANAGEMENT AGREEMENTS. The Association shall be authorized to enter into management agreements with third parties in connection with the operation and management of the Association and the performance of its obligations hereunder. A copy of all such agreements shall be available to each Owner. Any and all management agrees entered into by the Association shall provide that said management agreement may be canceled with or without cause and without penalty by either party with thirty (30) days written notice. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The Association may, at its discretion, assume self-management of the Property. In the event the Association enters into such a management agreement, the Association shall record or cause to be recorded in each county in which the Subdivision is located a management certificate, signed and acknowledged by an officer or the managing agent of the Association in accordance with the requirements of Section 209.004 of the Act. An amended management certificate shall be recorded no later than the 30th day after the date on which the Association has notice of a change in any information pertaining to the managing agent applicable to the Association. Notwithstanding the foregoing or anything to the contrary contained herein, in no event shall the Declarant, the Association and/or their respective officers, directors, employees, and/or agents, or the Board be subject to liability to any Person for a delay in recording or failure to record a management certificate except as otherwise provided by law.

5.13 INSURANCE REQUIREMENTS. The Association through the Board of Directors, or its duly authorized agent, shall obtain insurance policies covering the Areas of Common Responsibility and covering all damage or injury caused by any negligence of the Association, any of its employees, officers, directors and/or agents, commercial general liability insurance, directors and officers liability insurance, and such other insurance as the Association may from time to time deem necessary or appropriate.

ARTICLE VI

OPEN SPACE

6.1 USE OF OPEN SPACE. The Declarant and/or Association shall be entitled to construct such improvements on or about the Open Space as the Declarant and/or Association may deem appropriate, subject to any limitations set forth on the Subdivision Plat and to requirements of any governmental authority having jurisdiction over the Property. The foregoing shall not imply any obligation on the part of the Declarant or the Association to provide any particular enhancement to the Open Space or render the Association in any way responsible for the actions of any Members or other parties on or in connection with the Open Space, unless such actions are undertaken at the written instructions of the Association. The Association shall have the following rights with regard to the Open Space:

(a) the right to dedicate or transfer all of any part of the Open Space to any public agency or authority subject to such conditions as may be agreed to by the Members.

No such dedication or transfer shall be effective unless (i) an instrument of agreement to such dedication or transfer, signed by Members entitled to vote two-thirds (2/3) of the outstanding votes of the Association is properly recorded in the Real Property Records of Collin County in which such Open Space is located, and (ii) a written notice of proposed action under this Section is sent to every Owner not less than thirty (30) days, nor more than sixty (60) days in advance of said action;

(b) the right to borrow money to be secured by a lien against the Open Space. However, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder; and

(c) the right to enter upon and make rules and regulations relating to the use of the Open Space.

6.2 TITLE TO THE OPEN SPACE. The Declarant shall dedicate and convey to the Association (at such time Declarant shall deem appropriate but in any event within one year after the initial conveyance of a Lot to an Owner), without consideration, the fee simple title to the Open Space owned by Declarant free and clear of monetary liens and encumbrances other than those created in this Declaration.

6.3 LIABILITY OF OWNERS FOR DAMAGE TO OPEN SPACE OR SPECIAL OPEN SPACE. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Area of Common Responsibility or Open Space without the prior written approval of the Board of Directors and, during the Development Period, the Declarant. Each Owner shall be liable to the Association for any and all damages to: (i) the Open Space and any improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, including but not limited to the Area of Common Responsibility, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other resident of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage shall be levied as an Individual Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided in this Declaration.

6.4 WATER QUALITY FACILITIES, DRAINAGE FACILITIES AND DRAINAGE PONDS. The Open Space may include, now or in the future, one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds which serve all or a portion of the Property and are inspected, maintained and administered by the Association in accordance with Applicable Law. Access to these facilities and ponds is limited to persons engaged by the Association to periodically maintain such facilities. Each Owner is advised that the water quality facilities, sedimentation, drainage and detention facilities and ponds are an active utility feature integral to the proper operation of the Property and may periodically hold standing water. Each Owner is advised that entry into the water quality facilities, sedimentation, drainage and detention facilities or ponds may result in injury and is a violation of this Declaration.

ARTICLE VII

ARCHITECTURAL REVIEW COMMITTEE

7.1 CONSTRUCTION. No building or structure, fence, wall, parking area, swimming pool, spa, flag or antenna pole, mail box, driveway, fountain, pond, tennis court, sign, exterior illumination, change in exterior color or shape, new structure or modification of an existing structure shall be commenced, erected or maintained upon any Lot or patio or garage used in connection therewith, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same are submitted to and approved in writing by the Architectural Review Committee (the "Committee" as hereinafter defined). The following shall be submitted for approval: a site plan showing the entire Lot with existing improvements, floor plan and elevations of all faces of the proposed structure; and a description of all exterior construction materials and colors. NO CONSTRUCTION; ALTERATION; CHANGE OR MODIFICATION SHALL COMMENCE UNTIL APPROVAL OF THE COMMITTEE IS OBTAINED (EITHER THROUGH WRITTEN NOTICE OR WAIVER OF DISAPPROVAL, AS NOTED BELOW).

7.2 PLANS AND SPECIFICATIONS. Plans and specifications for all proposed improvements shall be submitted to the Committee at least thirty (30) days prior to the commencement of any construction or modification, a copy of which shall be retained by the Committee. The Committee shall review the plans and specifications and notify the Owner in writing of its approval or disapproval. If the Committee fails to approve or disapprove said plans and specifications within thirty (30) days after the same has been submitted to it, they will be deemed to have been approved by the Committee. Any disapproval shall set forth the elements disapproved and the reason or reasons thereof. The judgment of the Committee in this respect in the exercise of its sole and absolute discretion shall be final and conclusive and the Owner shall promptly correct the plans and specifications (if disapproved) and resubmit them for approval. The Committee may approve any waiver or deviation from the covenants, conditions and restrictions of this Declaration as the Committee, in its sole and absolute discretion, deems reasonable and consistent with the purpose hereof. No member of the Committee shall be personally liable to any Owner for any claims, causes of action or damages arising out of the denial of any submittal or grant of any deviation to an Owner. Future requests for deviations submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a deviation to any owner shall not constitute a waiver of the Committee's rights to strictly enforce the Declaration and the architectural standards provided herein against any other Owner. Approval by the Committee of the plans and specifications or its determination that the completed construction or modification has been constructed in accordance with the plans and specifications shall be deemed to be an acknowledgment by the Committee that such are in accordance with the covenants, conditions and restrictions of this Declaration and such acknowledgment shall be binding against the Owners of the Lots and the Property. Notwithstanding anything to the contrary contained herein, once a particular set of plans and specifications submitted by a Builder (which for purposes hereof shall be defined as any entity or person in the business of constructing single family residences for the purpose of sale to third parties) has been approved by the Committee, or deemed approved, such Builder may construct homes in the Development on any Lot in accordance with such plans and specifications without the necessity of obtaining subsequent approvals therefor, so long as there are no major material changes in such plans and specifications.

NEITHER THE DECLARANT, NOR ANY GENERAL PARTNER OF THE DECLARANT, NOR THE ASSOCIATION, NOR THE COMMITTEE, NOR THE BOARD OF

DIRECTORS NOR THE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES AND 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 AFFECTED BY THESE RESTRICTIONS 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. No approval of plans and specifications and no publication of any Design Guidelines shall be construed as representing or implying that such plans, specifications, guidelines, bulletins or sheets will, if followed, result in properly designed improvements and/or improvements built in a good and workmanlike manner. Everyone who submits plans or specifications, and every Owner of each and every Lot, agrees that he/she/it will not bring any action or suit against the Declarant, any general partner of the Declarant, the Association, the Committee, the Board of Directors, or the officers, managers, partners, members, employees and agents of any of them, to recover any such damages and each and every Owner hereby releases, remises and quitclaims all claims, demands and causes of action arising out of or in connection with any 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.

7.3 THE COMMITTEE. The Committee shall be composed of three (3) representatives appointed by Declarant (during the Development Period) and thereafter by the Association. For so long as Declarant owns a Lot, as vacancies in the Committee occur by resignation or otherwise, successor members shall be appointed by Declarant. Thereafter, the members of the Committee shall be appointed by the Board of Directors of the Association on an annual basis. In the event that the Board of Directors fails to designate members of the Committee within thirty (30) days after any vacancy appears thereon, then the remaining members of the Committee shall be entitled to appoint a successor to fill any vacancy for the remainder of such annual term. Members of the Committee may at any time and without cause, be removed by Declarant, or in accordance with the parameters above, by the Board of Directors of the Association. Neither the Declarant, the Association, the Board of Directors, the Committee nor any employees, officers, directors or members thereof shall be personally liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications. Any errors in or omissions from the plans or the site plan submitted to the Committee shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, codes, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other issue.

7.4 DESIGN GUIDELINES. Declarant may adopt the initial Design Guidelines and, during the Development Period, will have the power from time to time, to adopt (unless previously adopted by Declarant), amend, modify, or supplement the Design Guidelines, if any. Upon expiration or termination of the Development Period, the Committee will have the power from time to time, to amend, modify, or supplement the Design Guidelines, if any. In the event of any conflict between the terms and provisions of the Design Guidelines, if any, and the terms and provisions of

this Declaration, the terms and provisions of this Declaration will control. In addition, the Committee will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges will be held by the Committee and used to defray the administrative expenses incurred by the Committee in performing its duties hereunder; provided, however, that any excess funds held by the Committee will be distributed to the Association at the end of each calendar year. The Committee will not be required to review any plans until a complete submittal package, as required by this Declaration and the Design Guidelines, is assembled and submitted to the Committee. The Committee will have the authority to adopt such additional procedural and substantive rules and guidelines (including, without limitation, the imposition of any requirements for certificates of compliance or completion relating to any improvement and the right to approve in advance any contractor selected for the construction of improvements), not in conflict with this Declaration, as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

ARTICLE VIII

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

8.1 RESIDENTIAL USE. The Property shall be used for single-family residential detached housing purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residence per Lot, which residence may not exceed two (2) stories in height, or such lower height required under applicable law, and a private garage as provided below, which residence shall be constructed to comply with Minimum Property Standards of the Federal Housing Authority ("FHA") unless otherwise approved in writing by the Committee. Each residence shall be limited to occupancy by only ONE family consisting of persons related by blood, adoption or marriage or no more than three (3) unrelated persons residing together as a single housekeeping unit, in addition to any household or personal servant staff. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of a Lot, except an Owner or resident may conduct business activities within a Home so long as: (i) such activity complies with all applicable laws; (ii) participation in the business activity is limited to the Owner(s) or resident(s) of a Home; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business within the Property, sound, or smell from outside the Home; (iv) the business activity does not involve door-to-door solicitation of residents within the Property; (v) the business does not, in the judgment of the Board of Directors, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of Homes in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents within the Property as may be determined in the sole discretion of the Board of Directors; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, neither the Home nor the Lot will be considered open to the public. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required. Leasing of a Home shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or a Builder while such Builder is engaged in the initial construction of a Home on a Lot.

8.2 RENTALS. Nothing in this Declaration will prevent the rental of any Lot and the improvements thereon by the Owner thereof for residential purposes; provided that, subject to applicable law: (i) all rentals must be for terms of at least six (6) months; and (ii) no portion of a Lot (other than the entire Lot) may be rented. In addition, it is contemplated that the residences constructed in the Subdivision shall primarily be Owner occupied. Consequently, no Owner nor any Affiliate of an Owner, collectively, may directly or indirectly lease or rent more than one residence in the Subdivision to any person other than an Affiliate of such Owner without the consent of the Declarant during the Development Period, or without the consent of the Association after the

Development Period has ended. All leases shall be in writing. The Owner must provide to its lessee copies of this Declaration. Notice of any lease, together with such additional information as may be required by the Board of Directors, will be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. Regardless of whether or not expressed in the applicable lease, all Owners shall be jointly and severally liable with the tenants of such Lot to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for any injury or damage to property caused by the negligence of the tenant of such Lot or for the acts or omissions of the tenant(s) of such Lot which constitute a violation of, or non-compliance with, the provisions of this Declaration. All leases shall comply with and be subject to the provisions of this Declaration and the provisions of same shall be deemed expressly incorporated into any lease of a Lot. The provisions of this paragraph shall also apply to assignments and renewals of leases.

8.3 GARAGE REQUIRED. Each residence shall have an enclosed garage suitable for parking a minimum of two (2) standard size automobiles (in accordance with the Minimum Property Standards of the U.S. Department of Housing and Urban Development). The garage shall conform in design and materials with the main structure. All garage doors shall be closed at all times when not in use. No garage constructed to comply herewith shall be converted or reconstructed for use as living space unless an alternate garage structure is constructed elsewhere on the Lot. No open sided "car ports" shall be permitted. No garage door shall open directly to the street on which the residential dwelling faces unless such garage door is set back from the front property line a minimum of forty five feet (45') or from a side street property line opening a minimum of thirty five feet (35').

8.4 RESTRICTIONS ON REPLATTING. No Lot or assembly of Lots shall be subdivided into more Lots than the original Lot or assembly of Lots. Any subdivision of any Lot or Lots shall not result in any Lot so subdivided being less than the minimum Lot size allowed under the current zoning allowable of the Properties by any governmental authority having jurisdiction over the Property.

8.5 DRIVEWAYS. All driveways shall be constructed of concrete or alternative masonry construction if approved in writing by the Committee. Circular driveways located within the front yard setback area shall be permitted.

8.6 USES SPECIFICALLY PROHIBITED.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places which are not visible from any street, shall be permitted on any Lot except that the Builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a specifically permitted Lot during construction of residences on the Lots. No building material of any kind or character shall be placed or stored upon the Property until construction is ready to commence, and then such material shall be placed totally within the property lines of the Lot upon which the improvements are to be erected.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle (as opposed to Sport Utility Vehicles), camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked overnight or for storage in the driveway or front yard of any dwelling or parked overnight on any street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless reasonably concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked while in use for the construction, maintenance or repair of a residence on any Lot.

(c) Trucks with tonnage in excess of two and one/half (2.5) tons and any commercial vehicle with painted advertisement shall not be permitted to park overnight on the Property except those used by a Builder during the construction of improvements.

(d) No vehicle of any size which transports noxious, flammable or explosive cargo may be kept or parked overnight on the Property at any time.

(e) No motorized vehicle or similar equipment shall be parked or stored in an area visible from any street except for passenger automobiles, passenger vans, sport utility vehicles, motorcycles, pick-up trucks (including those with attached bed campers) that are in operating condition and have current license plates and inspection stickers.

(f) No structure of a temporary character, such as a trailer, tent, shack, barn, underground tank or structure or other out-building shall be used on the Property as a dwelling at any time; provided, however, that any Builder may maintain and occupy (for the purpose implied), model homes, sales offices and construction trailers during the construction period, but not as a residence.

(g) No oil or natural gas drilling, development, operation and/or refining or quarrying or mining operations of any kind shall be permitted in or on the Property, nor shall gas or oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

(h) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other generally accepted domestic animals may be kept as household pets. No animals of any kind or character shall be raised, bred or kept for commercial purposes or for food stock within the Property. It is the purpose of these provisions to restrict the use of the Property so that no person shall house on the Premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animal that may interfere with the peace and quiet and health and safety of the community. No more than four (4) pets will be permitted on each Lot. Pets must be restrained or confined to the homeowner's rear yard within a secure fenced area or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet debris or

odor noxious to adjoining Lots. All animals must be properly registered and tagged for identification in accordance with local ordinances.

(i) No Lot or other area of the Property shall be used as a dumping ground for rubbish or accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers for the storage or other disposal of such material shall be kept in a clean and sanitary condition. Except on trash pickup days, all trash and recycling containers shall be stored in an area screened from public view. Materials incident to construction of improvements may be only be stored on Lots during construction of the improvement thereon.

(j) No individual water supply system (i.e., well) shall be permitted on any Lot.

(k) Each Home shall be serviced by one or more underground septic tanks constructed on the Lot in accordance with the rules and regulations of the applicable governmental authorities and plans approved by the Committee, which shall be installed by the Builder prior to completion of the Home.

(l) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied by any Owner, tenant or other person prior to the erection of a residence.

(m) No air-conditioning apparatus shall be installed on the ground or attached to the front wall or window of a residence on any Lot. No evaporative cooler or cooling fan shall be installed on the front wall or window of any residence on any Lot.

(n) Except as specifically permitted hereby and/or with the written permission of the Committee, no antennas, satellite dishes or other equipment for receiving or sending sound or video signals shall be permitted in or on the Property, except for antennas for AM or FM radio reception and UHF and VHF television reception. Such antennas shall be located inside the attic of the residential structure EXCEPT that, with the written approval of the Committee, one (1) antenna may be permitted to be attached to the roof of the main residential structure not to extend above the mounting attachment therefor more than a maximum of six (6.0) feet and one (1) satellite dish or similar antenna for television reception may be attached to the main residential structure or placed in the rear yard of a Lot so long as it is completely screened from view from any adjacent street or other public area and does not extend to a height greater than the roof line of the main structure. Nothing herein shall be constructed to conflict with the latest rules and regulations set forth by the Federal Communications Commission.

(o) No Lot or improvement thereon shall be used for a business use or for commercial or manufacturing purposes of any kind. No business activity shall be conducted on the Property which is incompatible with single family residential purposes. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be

done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a Builder's temporary use of a residence as a sales/construction office for so long as such Builder is actively engaged in construction on the Property. Nothing in this subparagraph shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as tutoring, music or art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' peaceful use and enjoyment of their residences and yards.

(p) No fence, wall, hedge or shrub planting which obstructs sight lines at an elevation between three (3) feet and eight (8) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner, ten (10) feet from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot for that area that is ten (10) feet from the intersection of a street right-of-way line with the edge of a residence driveway or alley pavement. No tree shall be permitted to remain within such distance at such intersections unless the foliage line is maintained at a minimum height of six (6) feet above the adjacent ground line.

(q) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected on the Property.

(r) Within easements on each Lot as designated on the Subdivision Plat of the Development, no improvement, structure, planting or materials shall be placed or permitted to remain which might damage or interfere with the installation, operation and maintenance of public utilities, or which might alter the direction of flow within drainage courses or which might obstruct or retard the flow of water through drainage courses.

(s) The general grading, slope and drainage plan of a Lot as established by the approved development plans may not be altered without the approval of the Committee and, (if over or along any easement reserved for public utilities and/or drainage purposes) the appropriate agencies having authority to grant such approval.

(t) Except for political signs as permitted by the Section 202.009 of the Texas Property Code, and as otherwise provided in this Declaration, no sign or signs shall be displayed to the public view on any Lot without the prior written approval of the Committee. No sign of any kind or character shall be displayed to pubic view on any Lot except for one (1) professionally fabricated sign of not more than six (6) square feet advertising a Lot for rent or sale, or signs used by a Builder to advertise the Lot during the construction and sales period. By acceptance of the conveyance of a Lot subject to this Declaration, such Owner does hereby grant to Declarant, the Association, their agents and/or assigns the right to remove any sign, billboard or other advertising apparatus that does not comply with the above, and in so doing same shall not be subject to any liability for trespass or any other liability in connection with such removal.

(u) Outdoor clothes lines and drying racks visible to adjacent Properties are prohibited. Owners or residents of Lots where the rear yard is not screened by solid fencing or other such enclosures shall construct a drying yard or other suitable enclosure or screening to shield from public view clothes drying racks, yard maintenance equipment and/or storage of materials.

(v) Except within fireplaces in the main residential dwelling and upon and within equipment for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

8.7 BASKETBALL GOALS; LARGE TOYS. Portable basketball goals may be used in unfenced yards and on private driveways in the Property during periods of active play, if the portable goals are removed from sight when not in use. Portable basketball goals must be maintained in good condition and repair, and may not be placed in any right-of-way. If determined unsightly by the Committee or placed in the right-of-way, the Association may cause the basketball goals to be removed without liability for damage to said equipment. All other large sporting equipment/large toys must be kept in the garage or in the back yard. Equipment/toys not in use for extended periods of time must not be visible from a location directly in front of the Lot. Permanent sporting equipment must be approved by the Committee.

8.8 SWIMMING POOLS. Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all applicable law and be approved in advance by the Committee. Nothing in this Section 8.8 is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable law concerning swimming pool enclosure requirements. All pool service equipment shall be either screened with shrubbery or fenced and located in either: (a) a side yard between the front and rear boundaries of the dwelling; or (b) in the rear yard. Above ground or temporary swimming pools are not permitted on a Lot.

8.9 MINIMUM FLOOR AREA. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls (but exclusive of open porches, garages, patios and detached accessory buildings), shall be, for each Lot within the Properties noted not less than: Two Thousand Two Hundred Square Feet (2,200 sq. ft.).

8.10 BUILDING MATERIALS. The total exterior wall area (excluding windows, doors and gables) of each residence constructed on a Lot shall not be less than eighty percent (80%) brick, brick veneer, stone, stone veneer, or other masonry material approved by the Committee (but not less than the minimum percentage established by ordinance or building code requirement). Windows, doors and other openings, gables and other areas above the top of the first floor top plate line are excluded from calculation of total exterior wall area.

8.11 ROOFS. All roofing shall be a minimum 240 lb./square fiberglass material of the Elk "Prestique II" type, or approved equal, variegated pitch, and shall comply with minimum property standards required by any governmental authority having jurisdiction over the Property. Notwithstanding the foregoing, subject to approval by the Committee, Owners may install shingles

that are designed to be wind and hail resistant, provide heating and cooling efficiencies greater and are more durable than those provided by customary composition shingles, and/or provide solar generation capabilities; however, when installed, they must resemble the shingles used or otherwise authorized for use on improvements on Lots in the Subdivision, and match the aesthetics of the Subdivision. All residences shall have a minimum 8:12 roof pitch on the major roof sections of the dwelling structure.

8.12 SIDELINE AND FRONT LINE SETBACK REQUIREMENTS. No dwelling shall be located on any Lot nearer to the front, rear or any side lot line than the minimum setback lines shown on the Subdivision Plat or as designated by ordinance.

8.13 WAIVER OF FRONT SETBACK REQUIREMENTS. With the written approval of the Committee, any building may be located further back from the front property line of a Lot than as required by setback lines as shown on the Subdivision Plat, where, in the opinion of the Committee, the proposed location of the building will enhance the value and appearance of the dwelling on the Lot and will not negatively impact adjacent Lots.

8.14 FENCES AND WALLS. All fences and walls shall be constructed of metal, pipe, wrought iron, chain link or other material approved by the Committee, which has been painted black or green, or other material approved by the Committee. NO FENCE OR WALL ON ANY LOT SHALL EXTEND NEARER TO ANY STREET THAN THE APPLICABLE BUILDING LINE NOTED ON THE SUBDIVISION PLAT. Except as otherwise SPECIFICALLY approved by the Committee, all street side yard fencing on corner Lots shall be set no closer to the abutting side street than the side yard setback line as shown on the Subdivision Plat. No portion of any fence shall exceed six (6') feet in total height, measured from an adjacent ground line. Any fence or portion thereof that faces a street or open space shall be constructed so that all structural members and support posts will be on the inside of the fence away from the street and are not visible from any street. Fences or walls constructed adjacent to, over or across any Drainage Easement must first be approved by all applicable departments and personnel of any governmental authority having jurisdiction over the Property and shall be constructed in accordance with all requirements of any governmental authority having jurisdiction over the Property.

8.15 SIDEWALKS. All walkways, if any, constructed along rights-of-ways shall conform to the minimum property standards of any governmental authority having jurisdiction over the Property.

8.16 MAILBOXES. A common mail center will be maintained and used in connection with the Development. Individual mailboxes should not be installed on any Lot or Home within the Development.

8.17 CHIMNEY FLUES. Fireplaces and/or Chimneystacks on the front exterior walls of the residence shall be enclosed one hundred percent (100%) in brick or masonry.

8.18 WINDOWS. Windows jambs and mullions shall be fabricated of anodized aluminum, wood, poly-vinyl or Committee approved composite material. All aluminum or

anodized metal windows on any front elevation of a residence shall have baked-on painted aluminum divided light windows (no mill finish).

8.19 GAS APPLIANCES. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type (except portable gas grills), shall require the prior written approval of the Committee, and, if so approved, the Committee may require that such tank, bottle, or cylinder be installed underground. In no event, shall any such tank, bottle, or cylinder be situated in the front yard or be visible from the streets. Any control boxes, valves, connections, utility risers, or refilling or refueling devices shall be completely landscaped with shrubbery or screened with fencing so as to obscure their visibility from the streets with or adjoining the Properties or from any other Lot.

8.20 ANTENNAS, AERIALS AND SATELLITE DISHES.

(a) Any antenna or satellite dish less than one meter in diameter shall be installed so as to not be visible from any street or the ground level of any adjacent Lot or Common Properties, and shall be integrated with the residence and surrounding landscape.

(b) Any broadcast television antennas and any other antennas and aerials shall be located inside the attic of the residence constructed on the Lot.

(c) One (1) satellite dish over one meter in diameter shall be permitted per residence only if it is not visible from any street or the ground level of an adjoining Lot or Common Properties, and does not extend above the height of the fence surrounding the Lot on which such satellite dish is located.

(d) With respect to any antenna or satellite dish covered by Section 47 C.F.R. Part I, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time, the provisions of Section 8.20(a) and 8.20(b) shall be applicable only to the extent that the requirements hereof do not (A) preclude reception of an acceptable quality signal, (B) unreasonably delay or prevent installation, maintenance and use of the antenna or satellite dish, or (C) unreasonably increase the cost of installation, maintenance and use of the antenna or satellite dish.

8.21 LANDSCAPING. Landscaping of each Lot shall be completed within sixty (60) days after the construction of the dwelling unit is completed, subject to extension for delays caused by inclement weather. Landscaping shall include grassed and irrigated front and side yards, a minimum of sixteen (16) two (2) gallon shrubs, or equal and a minimum of two (2) two and one-half inch (2-1/2") caliper trees. Underground irrigation systems are required on each Lot with head to head overlapping coverage.

8.22 REMOVAL OF DIRT. The digging of dirt or the removal of any dirt from any Lot is hereby expressly prohibited, except as may be necessary in conjunction with landscaping or construction of Improvements. Minimum finished elevations established on the Subdivision Plat or otherwise established by the Committee shall be maintained at all times, unless a variance is secured by the Owner from the Committee.

8.23 SOLAR AND WIND ENERGY DEVICES. Nothing in this Declaration shall be interpreted or operate to prohibit or unreasonably limit or restrict the use of solar or wind energy devices permitted under Section 202.010 of the Texas Property Code (as the same may be hereafter amended), provided that any such installation shall be subject to approval by the Committee pursuant to this Declaration, which approval shall be granted or denied within forty five (45) days after the Committee's receipt of the Owner's request for approval of the installation. During the Development Period, to the extent permitted by Section 202.010 of the Texas Property Code (as amended), Declarant may prohibit or restrict an Owner from installing a solar or wind energy device. Unless otherwise approved in advance and in writing by the Committee, each Solar Energy Device to be installed in accordance therewith must comply with the following:

(a) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the Committee may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the Committee. If the Owner desires to contest the alternate location proposed by the Committee, the Owner should submit information to the Committee which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (i) the Solar Energy Device may not extend higher than or beyond the roofline; (ii) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; and (iii) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

(b) If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

8.24 RAINWATER HARVESTING SYSTEMS. Rain barrels or rainwater harvesting systems (a "Rainwater Harvesting System") may be installed only with the advance written approval of the Committee.

(a) To obtain Committee approval of a Rainwater Harvesting System, the Owner shall provide the Committee with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "Rain System Application"). A Rain System Application may only be submitted by an Owner. The decision of the Committee will be made in accordance with Article VII of this Declaration. No Rainwater Harvesting System may be installed on property owned by the Association or property owned in common by Members of the Association.

(b) Unless otherwise approved in advance and in writing by the Committee, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Committee.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Committee.

(v) If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Properties or another Owner's Lot, the Committee may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System.

When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Properties, or another Owner's Lot, any additional requirements imposed by the Committee to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Committee.

8.25 XERISCAPING As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("Xeriscaping") upon written approval by the Committee. All Owners implementing Xeriscaping shall comply with the following:

(a) Approval by the Committee is required prior to installing Xeriscaping. To obtain the approval of the Committee for Xeriscaping, the Owner shall provide the Committee with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "Xeriscaping Application"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The Committee is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the Committee for approval; (ii)

supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

(b) Unless otherwise approved in advance and in writing by the Committee, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Committee. For purposes hereof, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the Committee determines that: (A) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or (B) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot.

(ii) No Owners shall install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner's front yard or ten percent (10%) of such Owner's back yard.

(iii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the Committee.

The decision of the Committee will be made in accordance with Article VII of this Declaration. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors, and the Board of Directors need not adhere to the requirements set forth herein when considering any such request. If the Xeriscaping Application is approved by the Committee, installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the Committee may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the Property; or (ii) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the Committee to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

8.26 STANDBY ELECTRIC GENERATORS. Nothing contained in this Declaration shall be interpreted or operate to prohibit, restrict, or have the effect of prohibiting or restricting an Owner from owning, operating, installing, or maintaining a permanently installed Standby Electric Generator to the extent permitted by Section 202.019 of the Texas Property Code (as amended), subject to the provisions of this Section 2.33. An Owner must obtain approval of the Committee in accordance with the provisions of Article VII of this Declaration prior to installing a Standby Electric Generator, which approval shall not be withheld if the Standby Electric Generator complies with all of the following, which shall be applicable to the installation, operation and maintenance of any Standby Electric Generator in the Subdivision:

(a) Any Standby Electric Generator must be installed and maintained in compliance with: (i) the manufacturer's specifications; and (ii) applicable governmental health, safety, electrical, and building codes;

(b) All electrical, plumbing, and fuel line connections must be installed only by licensed contractors;

(c) All electrical connections must be installed in accordance with applicable governmental health, safety, electrical, and building codes;

(d) All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical, and building codes;

(e) All liquefied petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes;

(f) All nonintegral Standby Electric Generator fuel tanks must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes;

(g) The Standby Electric Generator and its electrical lines and fuel lines must be maintained in good condition. Any deteriorated or unsafe component of a Standby Electric Generator, including electrical or fuel lines, must be repaired, replaced or removed within ten (10) days after written notice thereof from the Association;

(h) A Standby Electric Generator must be screened in a manner acceptable to the Committee if the Standby Electric Generator is: (i) visible from the street faced by the residence; (ii) located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the Association; or (iii) located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association;

(i) The Standby Electric Generator may only be tested at intervals recommended by the manufacturer of the Standby Electric Generator. All testing must be performed between the hours of 9:00 a.m. to 5:00 p.m., Mondays through Fridays, excluding holidays;

(j) A Standby Electric Generator may not be used to generate all or substantially all of the electrical power to a residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence;

(k) The location of the Standby Electric Generator shall be subject to the approval of the Committee; however, the Committee may not require that the Standby Electric Generator be placed in a location that (i) increases the cost of installing the Standby Electric Generator by more than 10 percent; or (ii) increases the cost of installing and connecting the electrical and fuel lines for the Standby Electric Generator by more than 20 percent. A Standby Electric Generator may not be located on property: (A) owned or maintained by the Association; or (B) owned in common by the Association's Members.

8.27. FLAGS AND FLAGPOLES.

(a) Subject to this Section, and approval by the Committee, Owners may display a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces, or a collegiate flag. The flag of the United States shall only be displayed in accordance with 4 U.S.C. Sections 5-10, which qualify the times and occasions for the flag's display, the position of the flag, and respect for it. The flag of the State of Texas shall only be displayed in accordance with Chapter 31 of the Texas Government Code. A flagpole attached to a dwelling or a freestanding pole is to be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling on the Lot. The display of the flag, and its location and construction of the supporting flagpole shall comply with appropriate ordinances, easements and setbacks of record, and a displayed flag and flagpole on which it is flown shall be maintained in good condition. Any deteriorated flag or structurally unsafe flagpole shall be repaired, replaced or removed. A flagpole attached to the dwelling on a Lot may not exceed six (6) feet in height. A freestanding flagpole shall not exceed twenty (20) feet in height, measured from the ground base to the top of the flagpole. Any external halyard must be secured so as to reduce or eliminate noise from flapping against the metal of any flagpole. Illumination of permitted flags must be sub-surface and not exceed 200 watts, and positioned in a manner not directed toward an adjacent Lot. Only one flagpole shall be permitted on a Lot. A flag displayed on a freestanding flagpole shall not be more than ten (10) feet in height, and a flag displayed on a flagpole attached to a dwelling shall be no more than three (3) by five (5) feet. No more than one of each permitted flags may be displayed on a flagpole at any time. Owners may not install flagpoles or display flags in the Areas of Common Responsibility without the express written consent of the Association;

(b) Each Owner may display up to two (2) spirit signs or other signs in support of athletic events and/or teams on or at his or her residence during the applicable sport season which are not otherwise consistent with the covenants, conditions and restrictions contained in this Declaration and the other Association Documents;

(c) Subject to this section, approval by the Committee and the provisions of Section 202.018 of the Texas Property Code (as amended), Owners may display or affix on the entry to the Owner's residence one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. No religious item may individually or in combination exceed twenty-five (25) square inches, and shall not extend past the outer edge of the door frame of the residence. Notwithstanding the foregoing, the display or affixation of a religious item on an Owner's residence that threatens public health or safety, violates a law, or contains language, graphics, or any display that is patently offensive to a passerby is prohibited. This section does not authorize an Owner to use a material or color for an entry door or door frame, or make an alteration to the door or door frame of the Owner's residence that is not authorized by the Committee and Design Guidelines. The Declarant or the Association may remove an item displayed in violation of this section;

(d) Each Owner may display seasonal decorations (including lights, lawn ornamentation, flags and banners) on or at his or her residence for a duration of no longer than six (6) weeks during the applicable season and provided that such decoration is in any event consistent with the covenants, conditions and restrictions contained in this Declaration and the other Association Documents; and

(e) Each Owner may display on or at his or her residence one (1) sign for each candidate and/or ballot item(s) for an election in accordance with Section 202.009 of the Texas Property Code (as the same may be hereafter amended), provided that:

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

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

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

The Association shall have the right, without notice unless required by this Declaration or by applicable law, to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. The cost to remove any sign shall be added to the Owner's assessment account, be payable upon demand and secured by the Assessment Lien created pursuant to Article V of this Declaration.

8.28 RIGHTS RESERVED BY DECLARANT. Notwithstanding any provision in this Declaration to the contrary, until the expiration of the Development Period:

(a) Declarant and/or its licensees may construct and maintain upon portions of the Open Space, any Lot, or any portion of the Property owned by the Declarant, such facilities and may conduct such activities, which, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of single family dwellings or other improvements constructed upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its licensees shall have an easement over and across the Open Space for access and use of such facilities at no charge;

(b) Declarant and/or its licensees will have an access easement over and across the Open Space for the purpose of making, constructing and installing improvements upon the Open Space; and

(c) Concurrent with the transfer of the control of the Association to the Lot Owners, the Declarant shall transfer to the Association control over all utilities owned by the Declarant which are related to the Property and all amenities to be owned by the Association, if any. The Declarant shall also disclose to the Association the total cost to date related to the operation and maintenance of the Common Properties and amenities.

ARTICLE IX
MAINTENANCE

9.1 OPEN SPACE AND AREAS OF COMMON RESPONSIBILITY. The Association shall operate, maintain, repair and replace as is deemed necessary by the Association all improvements including landscaping, irrigation systems, fencing and retaining walls within the Areas of Common Responsibility.

9.2 DUTY OF MAINTENANCE. The Owners of each Lot and their tenants shall, at their sole cost and expense, keep their respective Lots and the improvements constructed thereon in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following, which shall be performed in a timely manner, as determined by the Board of Directors in its sole discretion:

(a) Prompt removal of all litter, trash, refuse and waste, including the prompt removal of any pet waste or excrement deposited at any time on such Lot as needed to avoid the accumulation of waste or excrement and to maintain such Lot in an odor free and clean

condition. The Association shall be entitled to promulgate rules and regulations as needed to implement the foregoing in the event the Association in its discretion deems it appropriate to do so;

(b) Tree and shrub pruning, to the extent not the responsibility of the Association pursuant to other provisions of this Declaration;

(c) Watering landscaped areas;

(d) Keeping lawn and garden areas alive and attractive, free of weeds and other foreign growth, to the extent that such maintenance is not the responsibility of the Association pursuant to other provisions of this Declaration;

(e) Complying with all government, health and police requirements;

(f) Prompt repair of exterior damages to improvements; and

(g) Painting and repainting of improvements as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of such Lot or Improvement as determined by the Committee. The approval of the Committee otherwise required herein shall not be required for such repainting so long as neither the color scheme nor the arrangement of the colors of any Improvements, nor the color of paint thereon is altered.

If, at any time, and from time to time, an Owner shall fail to control weeds, grass or unsightly growth exceeding six (6) inches in height, the Association shall have the authority and right to access such Lot, or direct a third (3rd) party service to access such Lot, for the purpose of mowing and cleaning such Lot, and shall have the authority and right to assess an individual Assessment against the Owner of such Lot for the reasonable costs incurred in connection with such mowing or cleaning.

9.3 DESTRUCTION OF IMPROVEMENTS ON INDIVIDUAL LOTS. In the event of damage or destruction (total or partial) of the improvements on any individual Lot due to fire or any other cause, each Owner covenants and agrees to commence all necessary repairs, reconstruction or removal of the damaged improvements within ninety (90) days of the date the damage occurs and to complete such repairs, reconstruction or removal within a reasonable time after the commencement of such work.

9.4 ENFORCEMENT. If, in the opinion of the Association, any such Owner or tenant 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 care or make arrangements with the Association for making the repairs and maintenance required. Should any such Owner 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 care and maintenance, including, in the case of damaged improvements, causing the improvements to be removed and the Lot cleared, without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and

tenants of any part of the Property on which such work is performed shall jointly and severally be liable for the cost of such work (such costs constituting a special individual Assessment) and, upon written notice therefor, shall promptly reimburse the Association for such cost. Each Owner and tenant agrees by the purchase or occupation of the Lot, to pay such statement within fifteen (15) days following receipt thereof. The costs incurred by the Association pursuant to the provisions of this Section shall be secured by a lien which shall have the same attributes as the lien for Assessments set forth in this Declaration, and the Association shall have identical powers and rights in all respects, including but not limited to, the right of foreclosure.

ARTICLE X

GENERAL PROVISIONS

10.1 EASEMENTS. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as shown on the Subdivision Plat and/or as otherwise recorded in the Real Property Records of Collin County, Texas. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the Lot property lines to the residences located thereon. Declarant reserves the right to make changes in and additions to the easements for the purpose of the most efficient and economical installation of such improvements.

10.2 ENFORCEMENT. The Declarant or the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and the Association's By-Laws and Certificate of Formation. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party.

10.3 SEVERABILITY. Invalidation of any one or more of these covenants or restrictions by passage of law, judgment or court order shall in no wise affect any other provision, all of which shall remain in full force and effect.

10.4 TERM. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant (during the Development Period), the Association, or any Owner of a Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date of this Declaration, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote, the then Owners of 67% of the Lots agree in writing to terminate or change this Declaration in whole or in part and such document of termination or change is recorded in the Real Property Records of the county or counties in which the Property is located.

10.5 AMENDMENTS. This Declaration may be amended or modified upon the express written consent of at least sixty-seven percent (67%) of the outstanding votes (determined pursuant to Section 4.2 hereof) held by Members at a meeting at which a quorum is present, or by written consent by Members entitled to vote such percentage in lieu of a meeting. If required, written

approval of any governmental authority having jurisdiction over the Property shall also be obtained for any such amendment to this Declaration. **NOTWITHSTANDING THE ABOVE PROVISION, DURING THE DEVELOPMENT PERIOD, THE WRITTEN CONSENT OF DECLARANT SHALL BE REQUIRED FOR ANY CHANGE, AMENDMENT OR ALTERATION OF THIS DECLARATION, WHICH CONSENT MAY BE WITHHELD BY DECLARANT IN ITS SOLE AND ABSOLUTE DISCRETION.** Notwithstanding the foregoing, Declarant shall have the right to execute and record amendments to this Declaration without the consent or approval of any other party if the sole purpose of the amendment is for the purpose of correcting technical or scrivener's errors or for purposes of clarification, or for the purpose of releasing from this Declaration any property which may have been inadvertently added to or included within this Declaration. Any and all amendments hereto, if any, shall be recorded in the Real Property Records in the county or counties in which the Property is located.

10.6 GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, legal entities or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

10.7 ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity, including, without limitation, an action for injunctive relief, it being acknowledged and agreed that a violation of the Covenants, Conditions and Restrictions contained herein could cause irreparable injury to Declarant and/or the other Owners and that Declarant's and/or any other Owner's remedies at law for any breach of an Owners' obligations contained herein would be inadequate. Enforcement may be commenced by the Association, the Declarant, or any Owner against any person, persons or legal entity violating or attempting to violate them; and failure by the Association, the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.8 IMPOSITION OF VIOLATION FINES. In the event that any Person fails to cure (or fails to commence and proceed with diligence to complete the work necessary to cure) any violation of this Declaration after (i) receipt of written notice from the Board of Directors designating the particular violation pursuant to Section 209.006 of the Act and (b) such Person has the opportunity to request a hearing before the Board of Directors pursuant to Section 209.007 of the Act, the Board of Directors shall have the power and authority to impose upon that Person a fine for any such violation (herein referred to as a "Violation Fine") not to exceed Five Hundred and No/100 Dollars ($500.00) per day. There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a Person for the same violation. Each day the violation continues to exist shall constitute a separate violation. If any occupant, guest, or invitee of a Lot violates the Declaration or any of the other Association Documents and a fine is imposed, the fine shall be assessed against such Owner, who shall pay the fine upon notice from the Association. The Violation Fines, together with interest at the Default Rate of Interest and any costs of collection, including, but not limited to, reasonable attorneys' fees, shall be part of any such Violation Fine. Violation Fines shall be Special Member Assessments. The Board of Directors shall adopt a fine and enforcement policy for the imposition of Violation Fines.

10.9 NOTICE AND HEARING. Prior to the imposition of any fine for a violation of this Declaration or any of the other Association Documents or the levying of any Special Member Assessment on an Owner, the Association shall give notice to the Owner in compliance with Section 209.006 of the Act (as the same may be hereafter amended). Such notice shall be as follows:

(a) Notice shall be delivered by certified mail.

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

(c) The notice must inform the Owner that the Owner is entitled to a reasonable time to cure the violation (if the violation is of a curable nature and does not pose a threat to public health or safety as defined under Section 209.006 of the Act) and avoid the Violation Fine and that the Owner may request a hearing under this Section 10.13 and Section 209.007 of the Act (as the same may be hereafter amended) on or before the 30th day after the Owner receives the notice.

In compliance with Section 209.007 of the Act (as the same may be hereafter amended), if the Owner submits a written request for a hearing, the Association shall hold a hearing not later than the thirtieth (30th) day after the date the Board of Directors receives the Owner's request, and shall notify the Owner of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board of Directors or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. If the hearing is to be held before a committee appointed by the Board of Directors, the notice described in this Section 10.13 shall state that the Owner has the right to appeal the committee's decision to the Board of Directors by written notice to the Board of Directors.

10.10 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. Words of any gender used herein shall be held and construed to include any other gender and words in the singular shall be held to include the plural and visa versa unless the context requires otherwise.

10.11 FORMATION OF ASSOCIATION; INSPECTION OF DOCUMENTS, BOOKS AND RECORDS. Declarant shall form the Association as a non-profit corporation in accordance with the laws of the State of Texas. Management and governance of the Association shall be implemented and/or undertaken in accordance with its Certificate of Formation, in accordance with this Declaration, and in accordance with the By-Laws which shall be adopted by the Association following its formation. The Association shall make available at reasonable cost copies of the Declaration, By-Laws, Certificate of Formation and any rules or regulations governing the Association. All minute books, meeting and other records and financial statements of the Association shall be held available for inspection by any Owner or any Mortgagee during normal business hours or at such other reasonable times as the Board of Directors may approve.

10.12 INDEMNITY. The Association shall indemnify, defend and hold harmless Declarant, the Board of Directors, the Committee and each director, officer, employee and agent of Declarant, the Board of Directors and the Committee from all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including attorneys' fees) incurred by such indemnified person under or in connection with this Declaration or the operation of the Property to the fullest extent permitted by applicable law. The indemnification granted hereby shall include any and all matters arising as a result of sole or concurrent negligence of any indemnified party, to the extent permitted by applicable law.

10.13 FAILURE OF ASSOCIATION TO PERFORM DUTIES. Should the Association fail to carry out its duties as specified in this Declaration, any governmental authority having jurisdiction over the Property shall have the right and ability, after due notice to the Association, to remove any landscape systems, features or elements that are the responsibility of and cease to be maintained by the Association; to perform the duties of the Association if the Association fails to do so in compliance with any of the provisions of this Declaration or of any applicable codes or regulations; to assess the Association for all costs incurred by any governmental authority having jurisdiction over the Property in performing said duties if the Association fails to do so; and/or to avail itself of any other enforcement actions available to any governmental authority having jurisdiction over the Property pursuant to state law, codes or regulations. Should any governmental authority having jurisdiction over the Property exercise the rights granted hereby as specified above, the Association shall indemnify and hold harmless any governmental authority having jurisdiction over the Property, its employees, agents and or designees from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the removal of any landscape systems, features or elements that cease to be maintained by the Association or from the performance of the aforementioned operations, maintenance or supervision responsibilities of the Association due to the Association's failure to perform said duties. The obligations and duties described in this paragraph are defined as the sole obligations and duties of the Association, and no other party, including without limitation, Declarant or any Owner, shall have any liabilities or obligations in connection therewith.

10.14 DISPUTES. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the By-Laws, shall be determined by the Board of Directors, whose reasonable determination shall be final and binding upon all Owners.

10.15 DISCLAIMER OF USURY. All provisions contained in this Declaration, whether now existing or hereafter arising, are hereby limited so that in no contingency or event whatsoever, shall the interest paid or agreed to be paid by any party to any other party exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable at a rate in excess of that permitted under applicable law, then, the interest so payable shall be reduced to the maximum amount permitted under applicable law, and if from any circumstance any party shall ever receive anything of value from any other party deemed interest by applicable law which would exceed interest at the highest lawful rate, an amount equal to any excessive interest shall be applied to the reduction of the principal amount of the debt and should such excessive interest exceed the unpaid balance of principal, such excess shall be refunded to the party paying same. All interest paid or agreed to be paid by any party or to any party shall, to the

extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal so that the rate of interest is uniform throughout the term of such debt. This Section 10.15 shall control all provisions of this Declaration.

10.16 BULK PURCHASER. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the right at any time to sell to a Bulk Purchaser. In the event Declarant sells to a Bulk Purchaser, then unless otherwise designated in writing by the Declarant, the following special provisions shall apply (notwithstanding such sale):

(a) Declarant shall be deemed to be the Owner of the Lots owned by the Bulk Purchaser for all purposes under this Declaration; and

(b) The Bulk Purchaser and its affiliates shall have no membership interest or voting rights in the Association (except to the extent required by applicable law); and

(c) The Bulk Purchaser and its affiliates shall not be deemed the Declarant nor shall it have any of its rights or obligations pursuant to the Restrictions; and

(d) The Development Period shall not cease until the Bulk Purchaser or its affiliates no longer own a Lot within the Property; and

(e) The number of votes the Declarant is entitled to pursuant to Section 4.2(b) shall be based upon the Lots owned by the Declarant and the Bulk Purchaser or its affiliates; and

(f) To the extent that applicable law requires the Bulk Purchaser to have membership interest in and voting rights in the Association, the Bulk Purchaser shall assign to Declarant or execute appropriate proxies to allow Declarant to exercise the membership interest and voting rights of Bulk Purchaser (and the Bulk Purchaser shall be deemed to have the same number of votes as the Declarant is entitled to pursuant to this Declaration in such event, with all rights thereof). Notwithstanding the foregoing, upon conveyance by Bulk Purchaser to a third party of a Lot the voting rights associated with the applicable Lot shall be that of an Owner pursuant to Section 4.2(a); and

(g) Under no circumstances shall a Bulk Purchaser be liable for payment of any Assessments.

(h) The Bulk Purchaser shall have no rights or obligations related to the Committee, including but not limited to the right to appoint or remove Committee members, to approve any design or construction plans or specifications for any particular Lot.

(SIGNATURES CONTINUED ON NEXT PAGE)

IN WITNESS WHEREOF, the undersigned, being the Declarant hereof, has hereto set its hand this the 12th day of July, 2022.

BEATEN PATH DEVELOPMENT-HIGHLAND CROSSING, LLC,
a Texas limited liability company

By: Beaten Path Development, LLC,
a Texas limited liability company,
its Sole Manager

By: OCH Enterprises, LLC,
a Texas limited liability company,
its Sole Member

By: _____
Jeffrey David, Manager

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 12th day of July, 2022, by Jeffrey David, Manager of OCH Enterprises, LLC, the Sole Member of Beaten Path Development, LLC, the Sole Manager of Beaten Path Development-Highland Crossing, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

BRITANI BROWN
Notary Public, State of Texas
Comm. Expires 08-02-2025
Notary ID 131231549

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Britani Brown
(Printed Name of Notary)

EXHIBIT "A"

PROPERTY DESCRIPTION

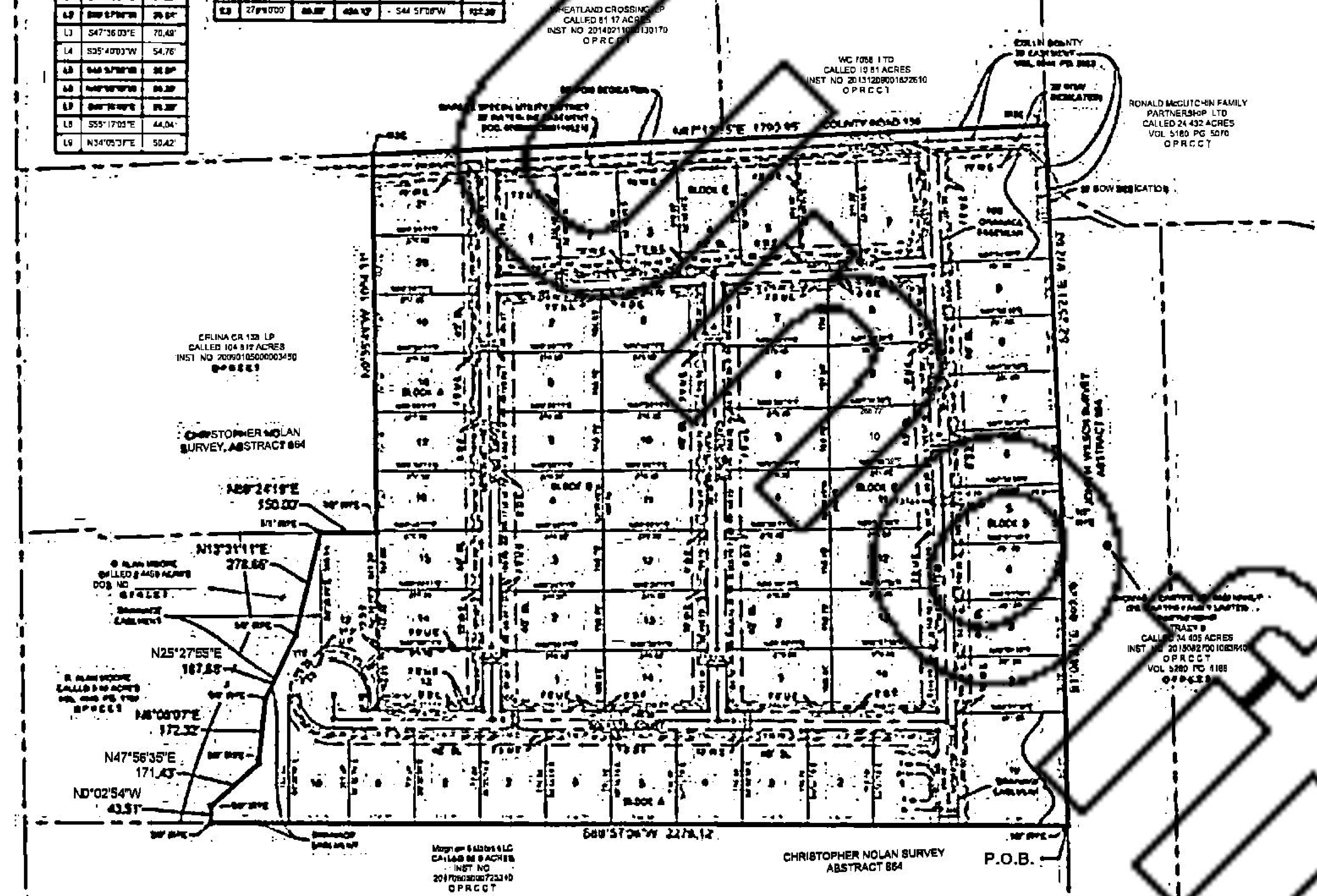
BEARING BASE
All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of [illegible]

LINE TABLE

NO.	BEARING	LENGTH
L1	[illegible]	[illegible]
L2	[illegible]	[illegible]
L3	S47°36'03"E	70.49'
L4	S35°40'03"W	54.76'
L5	[illegible]	[illegible]
L6	[illegible]	[illegible]
L7	[illegible]	[illegible]
L8	S55°17'03"E	44.04'
L9	N34°05'31"E	50.42'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	9°41'00"	[illegible]	[illegible]	N01°48'51"W	[illegible]
C2	27°49'00"	[illegible]	[illegible]	S44°57'08"W	[illegible]



Magnum Estates LLC
CALLED 63.8 ACRES
INST. NO.
20170605000723310
O.P.R.C.C.T.

STANDARD PLAT NOTES

1. Mail boxes shall meet USPS specifications
2. Driveway connections must meet Collin County specifications
3. All roadway signs shall meet Collin County specifications
4. Collin County will only maintain street signs and poles with materials currently approved and in use by Collin County Public Works.
5. Collin County does not, and will not accept street lights for maintenance or operation
6. A road dedicated to the public may not be obstructed, including by means of a gate
7. Blocking the flow of water, constructing improvements in drainage easements, and filling or obstruction of the floodway is prohibited
8. The existing creeks or drainage channels traversing along or across the subdivision will remain as open channels and will be maintained by individual owners of the lot or lots that are traversed by or adjacent to the drainage course along or across said lots
9. Collin County will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion in said drainage ways
10. Collin County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions
11. All surface drainage easements shall be kept clear of buildings, foundations, structures, plantings, and other obstructions to the operation, access and maintenance of the drainage facility.
12. Fences and utility appurtenances may be placed within the 100-yr drainage easement provided they are placed outside the design-yr floodplains as shown on the plat.
13. All necessary Collin County authorizations (i.e. OSSF, flood plain permits, etc.) are required for building construction, on-site sewage facilities and driveway culverts.
14. All private driveway tie ins to a County maintained roadway, or roadway with expectations of being accepted into the County roadway network, must be even with the existing driving surface
15. The finish floor elevations of all house pads shall be at least 12" above the highest elevation of the surrounding ground around the house after final grading and two feet (2') above the 100-yr base flood elevation
16. Except for ditches that are adjacent to Roadways and/or culverts and other improvements that are a part of a Roadway, the County generally will not accept drainage improvements for maintenance, including retention and detention ponds. Therefore, the Applicant must provide for this work to be done either by way of an HOA, by providing in the Deed Restrictions that each lot owner is responsible for maintaining the portions of the drainage improvements on or adjacent to their lot; or other method
17. Individual lots in a Subdivision are considered part of a larger common plan of development, regardless of when construction activity takes place on that lot in relation to the other lots, and are required to have BMP's and comply with the Construction General Permit.
18. [illegible]
19. [illegible]
20. [illegible]
21. [illegible]
22. [illegible]
23. [illegible]
24. [illegible]
25. [illegible]
26. [illegible]
27. [illegible] without prior approval from Collin County Development Services.
28. Each lot is limited to a maximum of 5,000 gallons of treated/disposed sewage each day.
29. Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system
30. HOA shall maintain the detention ponds
31. Collin County will not be responsible for maintenance or repairs of centralized mail boxes.

Health Department Certification

I, as a representative of Collin County Development Services, do hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

____
Designated Representative for Collin County Development Services

[illegible]

That Beaten Path Development Celina, LLC, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as HIGHLAND CROSSING NORTH, an addition to Collin County, Texas and does hereby dedicate to the public use forever, the streets, rights of way, and other public improvements shown thereon. Beaten Path Development Celina, LLC does herein certify the following:

1. The streets and alleys, if any, are dedicated in fee simple for street and alley purposes
2. All public improvements and dedications are free and clear of all debt, liens, and/or encumbrances
3. The easements and public use areas, as shown, and created by this plat, are dedicated, for the public use forever, for the purposes indicated on this plat
4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements.
5. [illegible]
6. [illegible]
7. [illegible] of their respective systems [illegible]
8. [illegible]
9. [illegible]
10. [illegible]
11. [illegible]
12. [illegible]
13. [illegible]

[illegible] ____________ day of ____________, 20__

By:

____
Authorized signature

____
Printed name and title

SUBSCRIBED AND SWORN TO BEFORE ME THIS ______ day of ____________, ______

____
Notary Public, State of Texas

My commission expires: ____________

OWNER'S CERTIFICATE

WHEREAS BEATEN PATH DEVELOPMENT HIGHLAND CROSSING LLC is the owner of a tract of land situated in the Christopher Nolan Survey, Abstract No. 664, City of Celina, Collin County, Texas and being a portion of a called 104.812-acre tract of land conveyed to Celina CR 136, LP, according to the document filed of record in Instrument No. 20201221002288390 Official Property Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows

BEGINNING at a 1/2-inch iron rod with plastic cap found in the west line of a called 34.405-acre tract of land described as Tract 9 conveyed to Thomas J. Carter Jr. and Nancy O.B. Carter Family Limited Partnership, according to the document filed of record in Instrument No. 20150827001083840 (O.P.R.C.C.T.) same being the northeast corner of a called 63.8-acre tract of land conveyed to Magnum Estates LLC, according to the document filed of record in Instrument No. 20170605000723310 (O.P.R.C.C.T.) being common with the southeast corner of said Celina tract and this tract.

THENCE South 89°57'06" West, leaving said west line, with the south line of said Celina tract being common with the north line of said Magnum tract, a distance of 2,279.12 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found in the north line of said Magnum tract for the southeast corner of a called 2.4450-acre tract of land conveyed to R. Alan Moore, according to the document filed of record in Document Number ____________ (O.P.R.C.C.T.) for the southwest corner of this tract,

THENCE leaving the north line of the above-mentioned Magnum tract with the east line of said Moore tract the following five (5) courses and distances

North 00°02'54" West, a distance of 43.51 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner of this tract,

North 47°56'35" East, a distance of 171.43 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner of this tract;

North 08°08'07" East, a distance of 172.32 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner of this tract,

North 25°27'55" East, a distance of 187.68 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner of this tract,

North 13°31'11" East, a distance of 278.68 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for the northeast corner of the above-mentioned Moore tract;

THENCE over and across the above-mentioned Celina tract the following two (2) courses and distances

North 89°24'19" East, a distance of 150.00 feet to a 1/2-inch iron rod with plastic cap found for corner of this tract;

North 0°35'49" West, a distance of 1,004.31 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set in the south line of a called 61.17-acre tract of land conveyed to Wheatland Crossing, LP, according to the document filed of record in Instrument No. 20140211000130170, same being common with the north line of the above-mentioned Celina tract for the northwest corner of this tract,

THENCE North 87°13'15" East, with said north line being common with the south lines of said Wheatland tract and a called 10.61-acre tract of land conveyed to WC 7066, LTD., according to the document filed of record in Instrument No. 20131209001622610 (O.P.R.C.C.T.) a distance of 1,790.95 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set in the west line of a called 24.432-acre tract of land conveyed to Ronald McCutchin Family Partnership, LTD, according to the document filed of record in Volume 5180, Page 5070 (O.P.R.C.C.T.) for the southeast corner of said WC 7066 tract same being common with the northeast corner of the above-mentioned Celina tract for the northeast corner of this tract;

THENCE South 2°23'21" East, with the west line of the above-mentioned Thomas Carter tract same being common with the east line of the above-mentioned Celina tract, a distance of 262.60 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

THENCE South 1°08'21" East, with said common line, a distance of 869.28 feet to the **POINT OF BEGINNING** and containing 80.6146 acres or 3,511,571 square feet of land, more or less.

CERTIFICATE OF REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §

COUNTY OF COLLIN §

I am a Registered Professional Land Surveyor licensed by the State of Texas. This Plat is a true and accurate representation of the property described and platted hereon as determined by an actual survey made on the ground under my direction and supervision.
The property is not within the 100 year floodplain

____
Sean Patton
Registered Professional Land Surveyor No. 5660
Kimley-Horn and Associates, Inc.
400 N. Oklahoma Dr., Suite 105
Celina, Texas 75009
Phone 469-501-2700

SUBSCRIBED AND SWORN TO BEFORE ME THIS ______

____
NOTARY PUBLIC, State of Texas

____
My Commission Expires

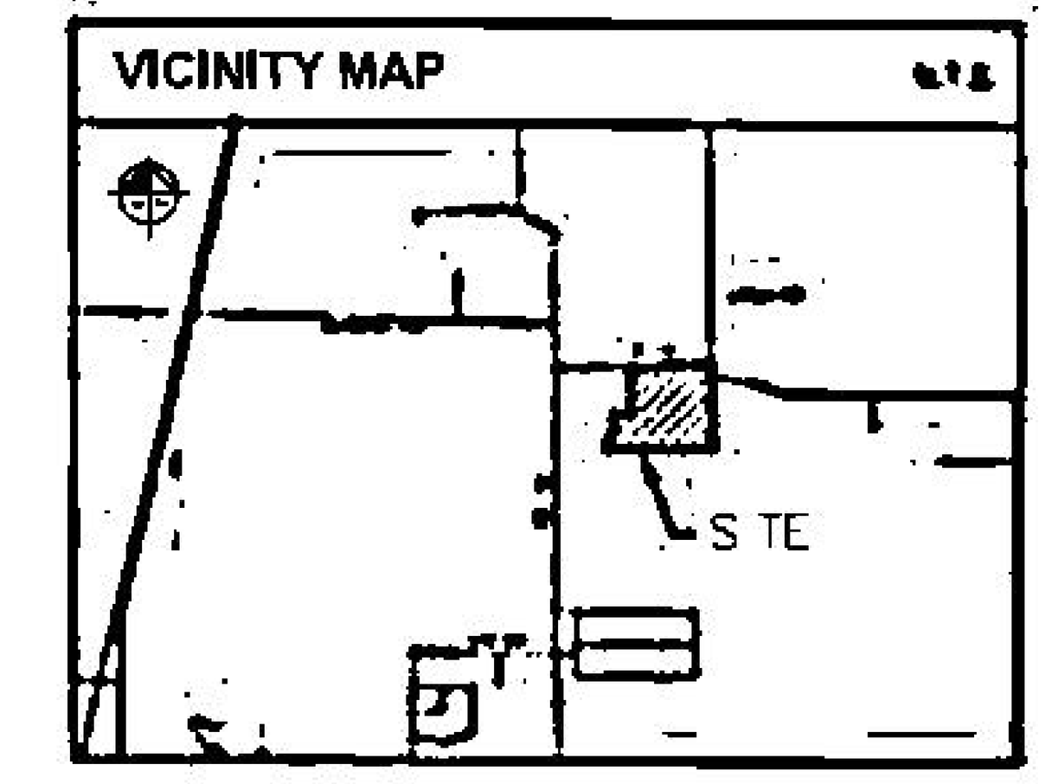
PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

CERTIFICATION OF COLLIN COUNTY COMMISSIONERS COURT

I hereby certify that the attached and foregoing Final Plat of the "HIGHLAND CROSSING NORTH" to Collin County, Texas was approved by the vote of the Collin County Commissioners Court on the ____ day of ________, 20____ at a meeting held in accordance with the Texas Open Meetings Act. This approval does not create an obligation upon Collin County for the construction and/or maintenance of any roads or other improvements shown of the Final Plat

____
CHRIS HILL
COLLIN COUNTY JUDGE

VICINITY MAP



GRAPHIC SCALE IN FEET
1" = 200' @ 24X36

LEGEND

O.P.R.C.C.T.	OFFICIAL PROPERTY RECORDS COLLIN COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
IRF	IRON ROD FOUND
IRFC	CAPPED IRON ROD FOUND
IRSC	CAPPED IRON ROD SET
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
W.E.	WATER EASEMENT
D.E.	DRAINAGE EASEMENT
VOL.	VOLUME
PG.	PAGE
INST.	INSTRUMENT

LINE TYPE LEGEND

FINAL PLAT
HIGHLAND CROSSING NORTH

80.6146 ACRES

BLOCK A LOTS 1-10, 12-21, 11X;
BLOCK B LOTS 1-14;
BLOCK C LOTS 1-14;
BLOCK D LOTS 2-9, 1X & 10X;
BLOCK E LOTS 1-7

63 RESIDENTIAL LOTS
3 HOMEOWNER'S ASSOCIATION (HOA) LOTS

CHRISTOPHER NOLAN SURVEY, ABSTRACT NO. 664

COLLIN COUNTY, TEXAS

Kimley»Horn
400 N. Oklahoma Drive, Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2700
FIRM # [illegible]

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	SPA	[illegible]	JULY 2022	063234207	[illegible] OF [illegible]

OWNER/DEVELOPER
Beaten Path Development Highland Crossing LLC
700 W. Harwood Drive
Hurst, Texas 76054
Phone 972-762-2827
Contact: Jeffrey David

SURVEYOR
Kimley-Horn and Associates, Inc.
400 N. Oklahoma Dr., Suite 105
Celina, Texas 75009
Phone 469-501-2200
Contact: Sean Patton, RPLS

APPLICANT
Kimley-Horn and Associates, Inc.
400 N. Oklahoma Dr., Suite 105
Celina, Texas 75009
Phone 469-501-2200
Contact: Todd Hensley, P.E.

No.	DATE	REVISION DESCRIPTION

LEGAL DESCRIPTION OF
HIGHLAND CROSSING NORTH

Being a parcel of land located in Collin County, Texas, being a part of the Christopher Nolan Survey, Abstract No. 664, and also being a part of that called 104.812 acre tract of land described in deed to Celina CR 138, LP as recorded in Document Number 20090105000003450, Official Public Records of Collin County, Texas:

BEGINNING at a survey mark nail found at the northeast corner of said 104.812 acre tract, said point also being at the approximate centerline intersection of County Road 138 and County Road 137;

THENCE along the east line of said 104.812 acre tract as follows:

South 02 degrees 25 minutes 20 seconds East, 992.60 feet to a one-half inch iron rod with cap stamped "3963" found for corner;

South 01 degrees 08 minutes 20 seconds East, 869.26 feet to a one-half inch iron rod found at the southeast corner of said 104.812 acre tract, said point also being the northeast corner of that called 63.9 acre tract of land described in deed to R. Alan Moore as recorded in Document Number 20170605000723310, Official Public Records of Collin County, Texas;

THENCE South 89 degrees 57 minutes 07 seconds West, 2361.54 feet to a one-half inch iron rod found for corner, said point being the southwest corner of said 104.812 acre tract, said point being in the north line of said 63.9 acre tract, said point also being the southeast corner of that called 9.40 acre tract of land described in deed to R. Alan Moore as recorded in Volume 4646, Page 1192, Official Public Records of Collin County, Texas;

THENCE along the west line of said 104.812 acre tract and along the east line of said 9.40 acre tract as follows:

North 13 degrees 41 minutes 14 seconds East, 66.42 feet to a one-half inch iron rod found for corner;

North 16 degrees 40 minutes 56 seconds East, 90.01 feet to a point for corner in the pond;

North 20 degrees 16 minutes 51 seconds East, 104.00 feet to a point for corner in the pond;

North 22 degrees 27 minutes 53 seconds East, 296.61 feet to a point for corner in a tree;

North 07 degrees 08 minutes 32 seconds West, 182.57 feet to a one-half inch iron rod found for corner;

North 08 degrees 30 minutes 52 seconds West, 65.12 feet to a one-half inch iron rod found for corner, said point being an interior el corner of said 104.812 acre tract, said point also being the northeast corner of said 9.40 acre tract;

THENCE North 89 degrees 24 minutes 20 seconds East, 365.30 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 00 degrees 35 minutes 40 seconds West, at 974.25 feet passing a one-half inch iron rod with yellow cap stamped "JBI" set as a witness corner in all a total distance of 1,004.25 feet to a "PK" nail set for corner in the north line of said 104.812 acre tract, said point also being in the approximate centerline of County Road 138;

THENCE North 87 degrees 13 minutes 16 seconds East, 1,790.95 feet along the north line of said 104.812 acre tract and along the approximate centerline of County Road 138 to the POINT OF BEGINNING and containing 3,618,218 square feet or 83.063 acres of land.

SAVE AND EXCEPT: That certain 2.4450 acres described and depicted on Exhibit A1 hereto.

EXHIBIT A1

LEGAL DESCRIPTION
2.4450 ACRES

BEING a tract of land situated in the Christopher Nolan Survey, Abstract No. 664, Collin County, Texas and being a portion of a called 83.063-acre tract of land conveyed to Beaten Path Development, LLC according to the document filed of record in Instrument No. 20201221002288390 Official Property Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the south line of a called 21.508 acre tract of land conveyed to CR 132 Celina, LLC according to the document filed of record in Document Number 20210208000268750, (O.P.R.C.C.T.), same being the most westerly northwest corner of said 83.063 acre tract and the common northeast corner of a called 9.40 acre tract of land conveyed to R. Alan Moore according to the document filed of record in Volume 4646, Page 1192, (O.P.R.C.C.T.);

THENCE North 89°24'19" East, with the north line of said 83.063 acre tract, same being common with the south line of said 21.508 acre tract, a distance of 215.30 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set in said common line for the northeast corner of this tract, from which a 1/2 inch iron rod found for an interior "ell" corner of said 83.063 acre tract, same being the southeast corner of said 21.508 acre tract, bears North 89°24'19" East, 150.00 feet;

THENCE over and across said 83.063 acre tract the following five (5) courses and distances:

South 13°31'11" West, a distance of 278.66 feet to a spindle set in the trunk of a tree for corner of this tract;

South 25°27'55" West, a distance of 187.68 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 06°08'07" West, a distance of 172.32 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 47°56'35" West, a distance of 171.43 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 00°02'54" East, a distance of 43.51 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set in the south line of the above mentioned 83.063 acre tract, same being common with the north line of a called 53.828 acre tract of land described in deed to Celina 54 Acres, LLC according to the document filed of record in Document Number 20210703000154410, (O.P.R.C.C.T.), for the southeast corner of this tract, from which a 1/2 inch iron rod with cap found at the southeast corner of said 83.063 acre tract bears North 89°57'06" East, a distance of 2,279.12 feet to;

THENCE South 89°57'06" West, with said common line, a distance of 82.42 feet to a point for the southwest corner of said 83.063 acre tract, same being common with the southeast corner of the above mentioned 9.40 acre tract and being the southwest corner of this tract from which a 1/2 inch iron rod found for reference to said corner bears North 67°36'28" East, 0.37 feet;

THENCE with the west line of said 83.063 acre tract, same being the common with the east line of said 9.40 acre tract the following six (6) courses and distances:

North 13°48'10" East, a distance of 66.42 feet to a 1/2 inch iron rod found in the base of a tree for common corner of said tracts;

North 16°41'10" East, a distance of 90.01 feet to a point in the edge of a pond for common corner of said tracts;

North 20°17'05" East, a distance of 104.00 feet to a point in the edge of a pond for common corner of said tracts;

North 22°28'07" East, a distance of 296.61 feet to a 18" double truck tree for common corner of said tracts

North 67°11'38" West, a distance of 182.57 feet to a 1/2 inch iron rod found for common corner of said tracts;

North 08°28'47" West, a distance of 65.12 feet to the **POINT OF BEGINNING** and containing 106,503 square feet or 2.4450 acres of land.

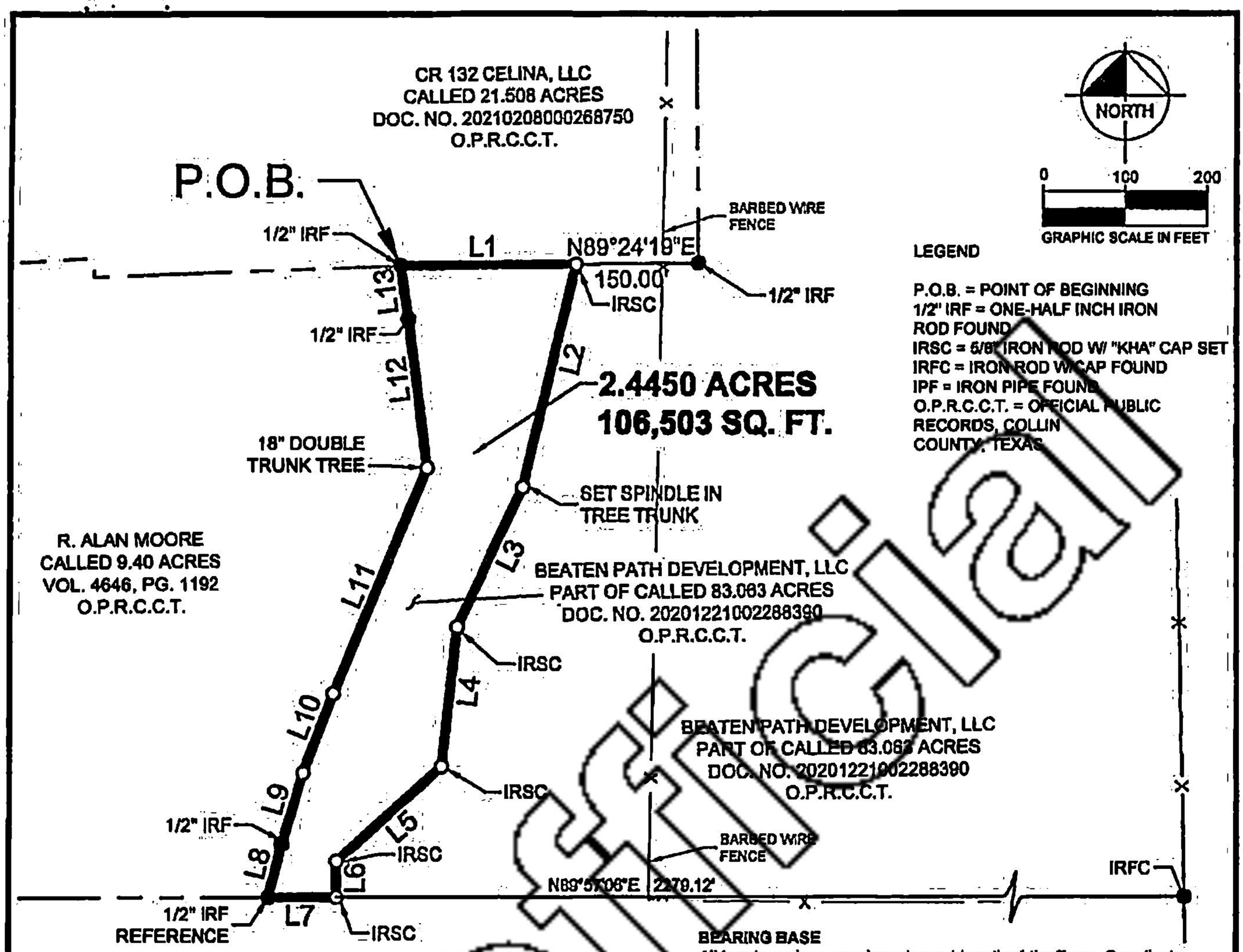
STATE OF TEXAS
REGISTERED
SEAN PATTON
6-9-22
5660
PROFESSIONAL
LAND SURVEYOR

SEAN PATTON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5660
KIMLEY-HORN AND ASSOCIATES, INC.
400 NORTH OKLAHOMA DRIVE, SUITE 105
CELINA, TEXAS 75009
PH. 469-501-2200
sean.patton@kimley-horn.com

BOUNDARY EXHIBIT
CHRISTOPHER NOLAN SURVEY, ABSTRACT NO. 664
COLLIN COUNTY, TEXAS

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240. FIRM # 10116500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	wbd	KHA	June 2, 2022	2.4450 ac	1 OF 2



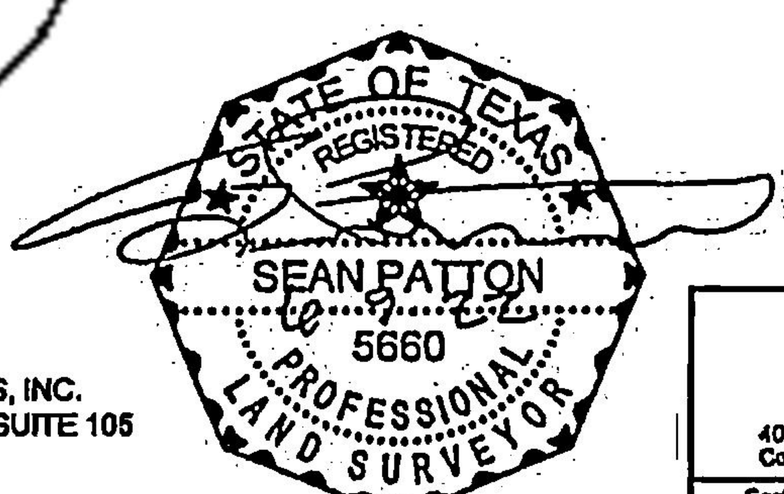
BEARING BASE
All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998473133.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°24'19"E	215.30'
L2	S13°31'11"W	278.66'
L3	S25°27'55"W	187.68'
L4	S06°08'07"W	172.32'

LINE TABLE		
NO.	BEARING	LENGTH
L5	S47°58'35"W	171.43'
L6	S00°02'54"E	43.51'
L7	S89°57'06"W	82.42'
L8	N13°48'10"E	66.42'

LINE TABLE		
NO.	BEARING	LENGTH
L9	N16°41'10"E	90.01'
L10	N20°17'05"E	104.00'
L11	N22°28'07"E	296.61'
L12	N07°11'36"W	182.57'

LINE TABLE		
NO.	BEARING	LENGTH
L13	N08°28'47"W	65.12'



BOUNDARY EXHIBIT
CHRISTOPHER NOLAN SURVEY, ABSTRACT NO. 664
COLLIN COUNTY, TEXAS

SEAN PATTON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5660
KIMLEY-HORN AND ASSOCIATES, INC.
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Kimley»Horn
400 North Oklahoma Dr., Suite 105
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FIRM # 10194503
Tel. No. (469) 501-2200
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	wbd	KHA	June 2, 2022	2.4450 ac	2 OF 2

PATTON, SEAN 6/0/2022 9:18 AM K:\CEL_SURVEY\063234205-HIGHLAND C NORTH (183 AC)\DWG\2.4450 ACRE BOUNDARY SURVEY.DWG

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2022000111014

eRecording - Real Property

RESTRICTIONS

Recorded On: July 18, 2022 03:52 PM

Number of Pages: 51

" Examined and Charged as Follows: "

Total Recording: $222.00

********** **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: 2022000111014
Receipt Number: 20220718000536
Recorded Date/Time: July 18, 2022 03:52 PM
User: Olivia C
Station: Station 0

Record and Return To:

CSC

STATE OF TEXAS
COUNTY OF COLLIN

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