

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

AFTER RECORDING, RETURN TO:  
Vision Community Management  
5757 Alpha Road, Suite 680  
Dallas, Texas 75240

STATE OF TEXAS                   §  
   §  
COUNTY OF TARRANT         §

**SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR RANCH AT DUCK CREEK  
(Phase 2 Annexation – 37.603 Acres)**

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RANCH AT DUCK CREEK (this "*Supplement*") is made and entered into as of April 11, 2024, by STARLIGHT HOMES TEXAS L.L.C., a Delaware limited liability company ("*Declarant*").

PRELIMINARY STATEMENTS

A. On May 24, 2022, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for RANCH AT DUCK CREEK to be effective and recorded on October 24, 2022, as Document No. D222255369 in the Official Public Records of Tarrant County, Texas (the "*Declaration*").

B. In accordance with Declarant's rights under the Declaration, including, without limitation, its rights under Section B.7 of Appendix "B" of the Declaration, the Declarant may annex additional property located adjacent to or in the immediate vicinity of the Property to become a portion of the Property under the Declaration.

C. The Declarant desires to annex the real property described on Exhibit A attached hereto and incorporated herein by reference (the "*Additional Land*"), owned by Declarant and include such Additional Land into the Property subject to the Declaration.

D. The Declarant intends that Additional Land be developed as a high quality residential subdivision and community, and in order to establish a plan for the development, improvement and use of Additional Land with architectural, landscaping and maintenance controls, the Declarant does hereby subject the Additional Land to the covenants, conditions and restrictions set forth in the Declaration, as set forth herein, and desires to amend the Declaration to include such Additional Land within the Property (as defined in the Declaration), subject to the terms of this Supplement.

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

1. Definitions. Unless otherwise defined in this Supplement, all capitalized words or terms used herein shall be defined and have the meaning set forth in the Declaration as modified and amended hereby.

2. Additional Land Subject to Declaration. In accordance with the provisions of Section B.7 of Appendix "B" of the Declaration, the Declarant does hereby amend the Declaration to include the Additional Land as part of the Property subject to the Declaration, and any and all the Lots developed or to be developed within the Additional Land are hereby included in the Lots described in the Declaration, and all Common Area developed or to be developed within the Additional Land is hereby included in the Common Area described in the Declaration. In this regard, the Declarant hereby adopts, establishes and imposes the covenants, conditions, restrictions, assessments, easements, liens and charges of the Declaration as they apply to Lots and related Common Areas upon the Additional Land, and declares that Additional Land and all portions thereof are and shall be held, transferred, used, assigned, sold, conveyed and occupied subject to all such covenants, conditions, restrictions, assessments, easements, liens and charges as set forth in the Declaration with respect to Additional Land as set forth in this Supplement. Each Lot within the Additional Land shall be subject to the use restrictions and architectural controls as provided in the Declaration which apply to Lots and any Residence or other Structure constructed thereon.

3. Membership and Voting Rights. Each Owner of a Lot within the Additional Land shall automatically be, and must remain, a Member of the Association so long as such Person is an Owner, as provided in the Declaration.

4. Assessments. Each Owner of a Lot within the Additional Land, by acceptance of a deed or other conveyance or transfer of legal title to a Lot, whether or not it shall be so expressed in any such deed or other conveyance or transfer, shall be deemed to have covenanted and agreed to pay to the Association, or to an independent entity or agency which may be designated by the Association to receive such monies, assessments as provided in the Declaration. An assessment lien is created and reserved in favor of the Association to secure collection of the assessments as provided in the Declaration. Until and unless otherwise determined by the Board of Directors of the Association, the annual maintenance assessment for Lots in the Additional Land shall be the same as that charged to all other Lots within the Property.

5. No Other Effect. Except as expressly amended by this Supplement solely with respect to the Additional Land, the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as amended hereby solely with respect to the Additional Land, is hereby supplemented and amended by the Declarant and the Additional Land is hereby affected by and included in the Property affected by such Declaration as set forth herein.

6. Severability. Invalidation of anyone provision of this Supplement by judgment or court order shall in no way affect any other provision of this Supplement or the remainder of this Supplement which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Supplement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

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

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

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

DECLARANT:

STARLIGHT HOMES TEXAS L.L.C.,  
a Delaware limited liability company

By: [Signature]  
Name: Robb Rigby  
Title: VP of Finance

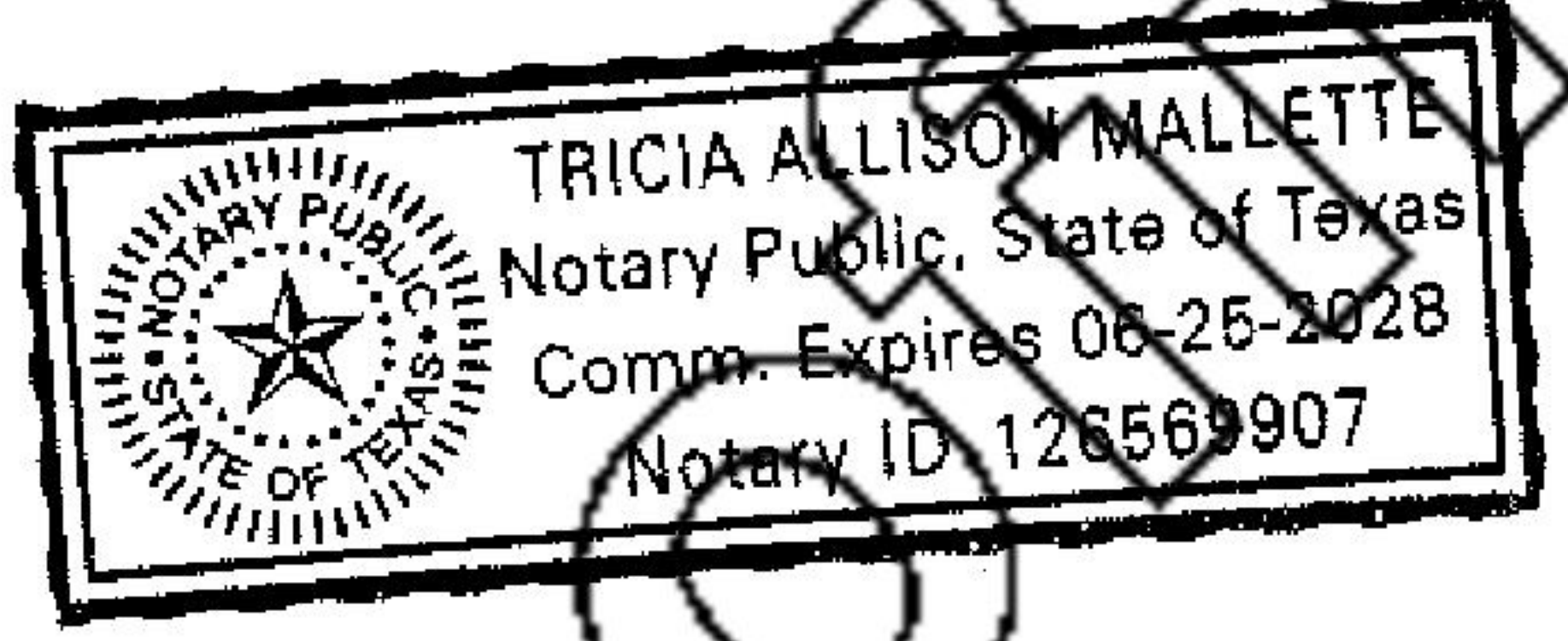
STATE OF TEXAS           §  
  §  
COUNTY OF Collin       §

BEFORE ME, the undersigned authority, on this day personally appeared Robb Rigby, the VP of Finance of STARLIGHT HOMES TEXAS L.L.C., a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said limited liability company, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11 day of April, 2024.

[Signature]  
Notary Public in and for the State of Texas

My Commission Expires: 6-25-28



Unrecorded Copy

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE ADDITIONAL LAND – Phase 2 – 37.603 ACRES**

All of that real property described on the Final Plat of Ranch at Duck Creek an addition to the City of Fort Worth, Tarrant County, Texas being 37.603 acres situated in the A. S. Roberts Survey, Abstract No. 1263 City of Fort Worth, Tarrant County, Texas, as shown on the map/plat thereof recorded Instrument No. D223168992 of the map and/or plat records of Tarrant County, Texas, and including, without limitation, the following Lots and Common Areas:

<b>LOTS:</b>	
<b>Platted Lot Reference:</b>	<b>Platted Block Reference</b>
Lots 39 through 71, inclusive	Block G
Lots 21 through 29, inclusive	Block H
Lots 30 through 33, inclusive	Block H
Lots 34 through 35, inclusive	Block H
Lots 1 through 11, inclusive	Block I
Lots 1 through 13, inclusive	Block J
Lots 1 through 20, inclusive	Block K
Lots 1 through 18, inclusive	Block L
Lots 1 through 8, inclusive	Block M
Lots 9 through 17, inclusive	Block M
Lots 1 through 2, inclusive	Block N
Lots 3 through 18, inclusive	Block N
Lots 1 through 17, inclusive	Block O
Lots 1 through 16, inclusive	Block P
Lots 1 through 16, inclusive	Block Q

<b>COMMON AREAS:</b>	
<b>Platted Lot Reference:</b>	<b>Platted Block Reference</b>
36x and 37x	Block H
Lot 21X	Block K
18x	Block M
19x	Block N

; and which 37.603 acres is more fully described by metes and bounds as follows:

STATE OF TEXAS  
COUNTY OF TARRANT

**WHEREAS**, IFCC COBURN LLC, as owner of that certain lot, tract, or parcel of land, situated in a portion of the A. S. Roberts Survey, Abstract No. 1262, City of Fort Worth, Tarrant County, Texas, being part of that certain called 86.314 acre tract described in a deed to IFCC COBURN LLC recorded in Instrument No. D220280544 of the Deed Records of Tarrant County, Texas (DRCT), and being more completely described as follows, to-wit:

**COMMENCING** at a 3/4" iron rod found for the Northeast corner of said 86.314 acre tract, the Southeast corner of Boswell Meadows, Phase 1 recorded in Cabinet A, Slide 10670 of the Plat Records of Tarrant County, Texas (PRCT), in the West line of Quarter Horse Estates recorded in Instrument No. D219221530 (PRCT), being in the recognized East line of said Roberts Survey and the recognized West line of the I. & G. N. RR. Co. Survey, Abstract No. 834, from which a 5/8" capped iron rod found stamped "TAP" for the Northwest corner of said Quarter Horse Estates and the Southwest corner of Bryan Elementary School Addition recorded in Cabinet A, Slide 12545 (PRCT) bears North 00 deg. 41 min. 45 sec. West - 19.05 feet;

**THENCE** South 89 deg. 40 min. 25 sec. West departing from the West line of said Quarter Horse Estates, the recognized East and West Survey lines and continue along the North line of said 86.314 acre tract, the South line of said Boswell Meadows, Phase 1, the South line of Boswell Meadows, Phase 2 recorded in Cabinet A Slide 12713 (PRCT), and the South line of a called 225.01 acre tract described as Parcel 1 in a deed to Lonn Albert Boswell, Jr recorded in Volume 6868, Page 2233 (DRCT), a distance of 1,174.00 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" hereinafter referred to as 1/2" capped iron rod set, said point being the **TRUE POINT OF BEGINNING**;

**THENCE** South 03 deg. 36 min. 02 sec. East departing from said North and South lines, a distance of 48.70 feet to a 1/2" capped iron rod set;

**THENCE** South 37 deg. 40 min. 42 sec. East, a distance of 62.71 feet to a 1/2" capped iron rod set;

**THENCE** South 00 deg. 00 min. 00 sec. East, a distance of 102.33 feet to a 1/2" capped iron rod set;

**THENCE** South 17 deg. 44 min. 41 sec. West, a distance of 52.50 feet to a 1/2" capped iron rod set;

**THENCE** South 05 deg. 00 min. 00 sec. East, a distance of 250.00 feet to a 1/2" capped iron rod set;

**THENCE** South 02 deg. 51 min. 45 sec. East, a distance of 100.12 feet to a 1/2" capped iron rod set;

**THENCE** South 00 deg. 00 min. 00 sec. East, a distance of 300.00 feet to a 1/2" capped iron rod set;

**THENCE** North 90 deg. 00 min. 00 sec. East, a distance of 115.00 feet to a 1/2" capped iron rod set;

**THENCE** South 00 deg. 00 min. 00 sec. East, a distance of 110.00 feet to a 1/2" capped iron rod set;

**THENCE** North 70 deg. 00 min. 00 sec. East, a distance of 10.00 feet to a 1/2" capped iron rod set for a Point of Curvature of a circular curve to the left, having a radius of 475.00 feet, a central angle of 06 deg. 57 min. 36 sec., and being subtended by a chord which bears North 86 deg. 31 min. 12 sec. East - 57.66 feet;

**THENCE** in an easterly direction along said curve to the left, a distance of 57.70 feet to a 1/2" capped iron rod set;

**THENCE** North 83 deg. 02 min. 24 sec. East tangent to said curve, a distance of 118.25 feet to a 1/2" capped iron rod set;

**THENCE** South 06 deg. 37 min. 36 sec. East, a distance of 50.00 feet to a 1/2" capped iron rod set;

**THENCE** South 85 deg. 02 min. 24 sec. West, a distance of 118.25 feet to a 1/2" capped iron rod set for a Point of Curvature of a circular curve to the right, having a radius of 525.00 feet, a central angle of 04 deg. 55 min. 11 sec., and being subtended by a chord which bears South 85 deg. 30 min. 00 sec. West - 45.07 feet;

**THENCE** in a westerly direction along said curve to the right, a distance of 45.08 feet to a 1/2" capped iron rod set;

**THENCE** South 10 deg. 49 min. 58 sec. East non-tangent to said curve, a distance of 56.34 feet to a 1/2" capped iron rod set;

**THENCE** South 09 deg. 07 min. 21 sec. East, a distance of 202.56 feet to a 1/2" capped iron rod set;

**THENCE** South 00 deg. 00 min. 00 sec. East, a distance of 420.00 feet to a 1/2" capped iron rod set;

**THENCE** South 09 deg. 27 min. 25 sec. West, a distance of 69.34 feet to a 1/2" capped iron rod set;

**THENCE** South 00 deg. 00 min. 00 sec. East, a distance of 183.12 feet to a 1/2" capped iron rod set being in the South line of said 86.314 acre tract and the North right-of-way line of W. J. Gaaz Road (variable width right-of-way);

**THENCE** North 89 deg. 51 min. 24 sec. West along the South line of said 86.314 acre tract and said North right-of-way line, a distance of 900.00 feet to a 1/2" capped iron rod set for the Southwest corner of said 86.314 acre tract;

**THENCE** North 00 deg. 00 min. 00 sec. East departing from said North right-of-way line and continue along the West line of said 86.314 acre tract, a distance of 1,980.83 feet to a 1/2" capped iron rod set for the Northwest corner of said 86.314 acre tract from which a 3/4" iron rod found for on all corner of a called 99.218 acre tract described in a deed to Coburn Farm, Ltd recorded in Instrument No. D203387533 (DRCT) bears South 89 deg. 40 min. 25 sec. West - 1,343.20 feet;

**THENCE** North 89 deg. 40 min. 25 sec. East along the North line of said 86.314 acre tract and the South line of said 225.01 acre tract, a distance of 704.62 feet to the **POINT OF BEGINNING**, containing 1,637.992 square feet or 37.603 acres of land, more or less.