

Kaufman County
Laura Hughes
County Clerk

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<p>On: 03/13/2024 at 02:10 PM</p> <p>Document Number: <u>2024-0007220</u></p> <p>Receipt No: <u>24-6710</u></p> <p>Amount: \$ <u>761.00</u></p> <p>Vol/Pg: <u>V:8420 P:157</u></p>	<p>E-RECORDING</p>



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Leslie De La Rosa, Deputy

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.

Record and Return To:

SILVER STAR TITLE, LLC DBA SENDERA TITLE
1409 SUMMIT AVENUE
FORT WORTH, TX 76102



**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TRAVIS RANCH
KAUFMAN COUNTY, TEXAS**

**Return after recording
Essex Association Management, LP
Attention: Ron Corcoran
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006**

- (7) Third Amendment to Declaration of Covenants, Conditions & Restrictions for Travis Ranch recorded on March 27, 2017 in Volume 5296, Page 518 (Document No. 2017-0006445) of the Official Public Records of Kaufman County, Texas (such Third Amendment being referred to in a subsequently recorded amendment and herein as the "Fifth Amendment"), as supplemented by
- (8) Second Supplement to Declaration of Covenants Conditions and Restrictions for Travis Ranch Homeowners Association Inc. dated May 11, 2017, recorded on May 12, 2017 as Volume 5339, Page 402 (Document No. 2017-0010596) in the Official Public Records of Kaufman County, Texas (the "Phase 2C and 3D-1 Supplemental Declaration");
- (9) Supplemental Declaration of Covenants, Conditions & Restrictions for Travis Ranch recorded on May 2, 2018 as Volume 5663, Page 556 (Document No. 2018-0010448), in the Official Public Records of Kaufman County, Texas (the "Model Park and Phase 3D-2 Supplemental Declaration"), as supplemented by
- (10) Supplemental Declaration of Covenants, Conditions & Restrictions for Travis Ranch recorded on May 9, 2018 as Volume 5671, Page 283 (Document No. 2018-0011166), in the Official Public Records of Kaufman County, Texas (the "Phase 2D Supplemental Declaration"), as further amended by
- (11) Sixth Amendment to Declaration of Covenants, Conditions & Restrictions for Travis Ranch recorded on April 29, 2019 as Volume 5995, Page 336 (Document No. 2019-0009310), in the Official Public Records of Kaufman County, Texas (the "Sixth Amendment"), as supplemented by
- (12) Supplemental Declaration of Covenants, Conditions & Restrictions for Travis Ranch recorded on May 20, 2019 as Volume 6015, Page 517 (Document No. 2019-0011317), in the Official Public Records of Kaufman County, Texas (the "Phase 2E Supplemental Declaration"), as further amended and supplemented by
- (13) Amendment and Supplement to Declaration of Covenants, Conditions & Restrictions for Travis Ranch (*Travis Ranch Phase 2I*) recorded April 9, 2019 as Volume 5978, Page 101 (Document No. 2019-0007648), and re-recorded on March 12, 2020 as Volume 6333, Page 4 (Document No. 2020-0006823), each in the Official Public Records of Kaufman County, Texas ("Phase 2I Supplemental Declaration"), as further amended and supplemented by
- (14) Amendment and Supplement to Declaration of Covenants, Conditions & Restrictions for Travis Ranch (*Travis Ranch Marina Phase 2 and Boulevard Tracts*) recorded on November 9, 2020 as Volume 6677, Page 492 (Document No. 2020-0035408) in the Official Public Records of Kaufman County, Texas ("TRM Ph.2 and Boulevard Tracts Supplemental Declaration"), as further amended and supplemented by
- (15) Amendment and Supplement to Declaration of Covenants, Conditions & Restrictions for Travis Ranch (*Travis Ranch Marina Phase 3*) recorded on February 4, 2021 as Volume 6823, Page 527 (Document No. 2021-0004904), in the Official Public Records of Kaufman County, Texas ("TRM Ph.3 Supplemental Declaration"), as further amended and supplemented by
- (16) Amendment and Supplement to Declaration of Covenants, Conditions & Restrictions for Travis Ranch (*Fieldcrest*) recorded on February 24, 2021 as Volume 6845, Page 200 (Document No. 2021-0006781), in the Official Public Records of

Kaufman County, Texas (“Fieldcrest Supplemental Declaration”), as further amended and supplemented by

- (17) Amendment and Supplement to Declaration of Covenants, Conditions & Restrictions for Travis Ranch (*Travis Ranch Marina Property*) recorded on November 22, 2021 as Volume 7336, Page 229 (Document No. 2021-0048145), in the Official Public Records of Kaufman County, Texas (the “TRM Supplemental Declaration”); as further amended and supplanted by
- (18) Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for Travis Ranch (Governor’s Lots – Phase 1) dated March, 2022, recorded on August 19, 2022 as Volume 7773, Page 412 (Document No. 2022-0031990), in the Official Public Records of Kaufman County, Texas (the “Gov. Lots Ph. 1 Supplemental Declaration”);
- (19) Supplemental Declaration of Covenants, Conditions and Restrictions for Travis Ranch dated March 5, 2019 annexing Travis Ranch Phase 2G and Travis Ranch Phase 1H, recorded on March 8, 2019 as Volume 5950, Page 366 (Document No. 2019-0005037), in the Official Public Records of Kaufman County, Texas (the “Phase 2G and Phase 1H Supplemental Declaration”);
- (20) Supplemental Declaration of Covenants, Conditions and Restrictions for Travis Ranch dated March 15, 2019 annexing Travis Ranch Phase 3E, recorded on March 28, 2019 as Volume 5966, Page 460 (Document No. 2019-0006648), in the Official Public Records of Kaufman County, Texas (the “Phase 3E Supplemental Declaration”); and
- (21) Additional Supplemental Declarations or similar instruments annexing, or the land known as and being part of the Property originally described in the Original Declaration, as the case may be, and referred to as Travis Ranch Phase 2J and Travis Ranch Phase 2K (the “Additional Supplemental Declarations”); and

B. The Original Declaration, as modified, amended and supplemented by the instruments referenced in Recital A(1) through Recital A(21) preceding is herein referred to as the “Prior Declaration”), which Prior Declaration imposes certain covenants, conditions and restrictions on the development and use of the Property (defined below), together with the improvements thereon, as more specifically set forth in the Prior Declaration.

C. As of the date of this Declaration, the Development Period under the Prior Declaration has not expired and remained in full force and effect.

D. Declarant holds all Declarant rights reserved under the Prior Declaration and holds at least two-thirds of the total allocated votes of members of the Association, and pursuant to its rights as Declarant and holder of such two-thirds of the total allocated votes under the Prior Declaration, including, without limitation, Section B.3.9 of Appendix B of the Prior Declaration, Declarant desires to amend, modify, restate and supersede the Prior Declaration in its entirety with this Declaration as provided herein.

Now, therefore, Declarant hereby amends and restates the Prior Declaration in its entirety as provided in this Declaration and DECLARES that the Property, and any additional property made subject to this Declaration by recording one or more amendments of or supplements to this Declaration, will be owned, held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, and easements of this

Declaration, including Declarant representations and reservations in the attached Appendix B which run with the real property and bind all parties having or acquiring any right, title, or interest in any part of the property, their heirs, successors, and assigns, and inure to the benefit of each Owner of any part of the Property.

ARTICLE 1 DEFINITIONS

The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1. “Applicable Law” means the statutes and public laws and ordinances in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision, including, without limitation, any Applicable Zoning. Statutes and ordinances specifically referenced in the Documents are “Applicable Law” on the date of the Document, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

1.2. “Applicable Zoning” means any applicable zoning established by ordinance adopted by the applicable City with respect to the applicable portion of the Property located within the extraterritorial or other jurisdiction of that City, as such ordinance may be modified, amended or supplemented from time to time, together with any other applicable zoning or use restrictions or ordinances promulgated by the applicable City with respect to the applicable portion of the Property located within the extraterritorial or other jurisdiction of that City, as modified and/or amended from time to time.

1.3. “Approved Contractor” shall mean those contractors and subcontractors who the Architectural Reviewer has designated as “approved” as contemplated by Section 6.8 of this Declaration, and who shall be permitted to construct, reconstruct, and/or renovate Residences or other improvements on a Lot following completion of the initial construction of a Residence on a Lot by a Builder.

1.4. “Architectural Reviewer” means the entity having jurisdiction over a particular application for architectural approval. The “ARC” “ARB” or “NCC” referred to in the Design Guidelines for the Travis Ranch Marina Neighborhood shall mean and refer to the Architectural Reviewer as defined in this Declaration. During the Development Period, the Architectural Reviewer is Declarant, Declarant’s designee, or Declarant’s delegates. Thereafter, the Board or, if applicable, the Board-appointed architectural control committee (“ACC”) is the Architectural Reviewer. Each Neighborhood shall have its own ACC, and members of each Neighborhood’s ACC must be homeowners from within the particular Neighborhood. The term ACC and Architectural Reviewer may be used interchangeably within this Declaration notwithstanding, the term shall carry with it the jurisdiction and all authority set forth in this Declaration regardless of the manner in which the term is presented.

1.5. “Assessment” means any charge levied against a Lot or Owner by the Association, pursuant to the Documents or laws of the State of Texas, including but not limited to Regular Assessments, Special Assessments, Insurance Assessments, Individual Assessments, and

Deficiency Assessments, as defined in Article 9 of this Declaration. Assessments shall also include any Neighborhood Assessments (as defined below) assessed to Owners and Lots within a Neighborhood (but not assessed to or levied against all Owners or Lots in all Neighborhoods) for Common Expenses applicable to one or more but not all Neighborhoods (including, Common Expenses exclusively for certain Neighborhood Common Areas.

1.6. “Association” means the association of Owners of all Lots and Residences in the Property, initially organized as **Travis Ranch Property Owners Association, Inc.**, a Texas nonprofit corporation, and serving as the “homeowners’ association.” The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration and the Bylaws.

1.7. “Board” means the board of directors of the Association. During the Declarant Control Period, the Declarant shall maintain the sole right to appoint and remove directors of the Board as set forth in the Bylaws.

1.8. “Builder” means a person or entity which purchases, or contracts to purchase, a Lot from Declarant, a Builder or any other Owner for the purpose of constructing a Residence for resale or under contract to an Owner other than Declarant, and that have been approved by the Architectural Reviewer for such purpose. As used in this Declaration, Builder does not refer to Declarant or to any home building or home marketing company that is an affiliate of Declarant.

1.9. “Bulk Purchaser” means a party to which Declarant sells all or substantially all Lots owned by Declarant in any phase of the developed Lots within the Property as designated in this Declaration

1.10. “Bylaws” means the Bylaws of the Association, which have been adopted by the Board and which are included in Appendix D attached hereto.

1.11. “City” (i) when used with respect to the portion of the Property located in the extraterritorial jurisdiction of the applicable City of Dallas, means and refers to the applicable City of Dallas, Texas, (ii) when used with respect to the portion of the Property located in the extraterritorial jurisdiction of the applicable City of Mesquite, means and refers to the applicable City of Mesquite, Texas, (iii) when used with respect to the portion of the Property located in the extraterritorial jurisdiction of the applicable City of Forney, means and refers to the applicable City of Forney, Texas, and (iv) when used with respect to the portion of the Property located in the extraterritorial jurisdiction of the applicable City of Heath, means and refers to the applicable City of Heath, Texas.

1.12. “Common Area” means portions of real property and improvements thereon that are owned and/or maintained by the Association, as described in Article 4 below and which may be referenced in Appendixes attached hereto. Notwithstanding anything to the contrary contained herein, in no event shall the Common Area include any portion of the Property to be maintained by the applicable City, if applicable.

1.13. “Community Standard” means the standard of conduct, maintenance, or other activity generally prevailing throughout the Property and Property. Such standard is expected to evolve over time as development progresses and may be more specifically determined by the

Declarant, the Board of Directors and the Architectural Reviewer. For as long as Declarant or any Builder owns a Lot or expiration of the Development Period (whichever is later), Declarant may establish or cause the Board to establish additional Rules or modify the Rules to be consistent with the Community Standard in order to ensure the Community Standard is upheld, and the Board must uphold the Community Standard and related Rules so established by Declarant even after the Declarant Control Period ends and so long as Declarant or any Builder owns a Lot in the Property and the Development Period has not expired. Once neither Declarant nor any Builder owns a Lot in the Property and the Development Period has expired, the Board may adjust the Community Standard and related Rules for the Property. Notwithstanding the foregoing or anything to the contrary contained in this Declaration, at a minimum, the Community Standard shall be a standard representing a "first class level of quality" and the specific minimum standards set forth as follows:

1.13.1. Trash and recycling cans must be stored out of view except for pick-up days. No bulk trash may be left out more than 12-hours prior to scheduled bulk pickup. Owners may submit application for slabs on the side of the Residence but they must be screened with live screening tall enough to conceal the cans at time of planting or an L shaped wood fence stained to match the existing wood fence, if applicable, and if not, stained with a light to medium brown stain. Containers may not be seen from the front or side of a Lot when stored on the side of the Residence.

1.13.2. Yards and flower beds must be always kept in good condition. Owners must keep lawns and flower beds weed free and aesthetically pleasing from the front and sides of an Owner's Lot.

1.13.3. Owners may install flower bed and tree ring borders; however, prior written permission from the Architectural Reviewer is required. Borders must be uniform (mortared borders preferred) – no stacking of brick or stone haphazardly is permitted in construction of landscaping borders. Materials used for landscaping borders must match main Residence on a Lot. The Architectural Reviewer reserves the right to determine what is aesthetically pleasing and acceptable and what is not.

1.13.4. Owners shall not allow any items such as, but not limited to, bikes, children's toys, BBQ grills, and other items to be in view when not in use. Items must be always stored out of public view and may not be stored on porches, driveways, or other exterior portions of an Owner's Residence or Lot (i.e. porches and driveways) that are not screened from public view behind the fence on such Owner's Lot.

1.13.5. Intentionally omitted.

1.13.6. "First class level of quality" shall mean the quality standard for a majority of first class residential homeowner associations in the metropolitan market area in which the Property is located with comparable assessments and facilities, and taking into account the particular agricultural or other unique features of the Property in question.

1.14. "Declarant" means **CTMGT Travis Ranch LLC**, a Texas limited liability company, which is developing the Property, or any party which acquires any portion of the Property for the purpose of development and which is designated a successor Declarant in

accordance with Appendix B, Section B.6 hereof, or by any such successor and assign, in a recorded document.

1.15. “Declarant Control Period” means that period of time during which Declarant controls the operation and management of the Association, pursuant to Appendix B of this Declaration.

1.16. “Declaration” means this document, as it may be amended, modified and/or supplemented from time to time. In the event this Declaration contains a provision which is contrary to an applicable mandatory provision of the Texas Property Code, the Texas Property Code provision controls.

1.17. “Design Guidelines” means those certain initial design guidelines that may be established, modified and/or amended by majority written consent of the Architectural Reviewer from time to time. The Design Guidelines applicable to each Neighborhood as of the date of this Declaration are attached hereto as Appendix C-1, Appendix C-2, and Appendix C-3.

1.18. “Development Period” means a period commencing on the date of recordation of the Original Declaration in the Official Public Records of Kaufman County, and ending on the date that is the earlier of (i) fifty (50) years after the date this Declaration is recorded, or (ii) the date on which Declarant records a written notice of termination of the Development Period in the Official Public Records of Kaufman County, and during which Declarant has certain rights pursuant to Appendix B hereto. The Development Period is for a term of years and does not require that Declarant own any of the Property. Declarant may terminate the Development Period at any time by recording a notice of termination in the Official Public Records of Kaufman County.

1.19. “Documents” means, singly or collectively as the case may be, this Declaration, the Plat, the Bylaws of the Association, the Association’s Certificate of Formation and the Rules of the Association, as any of these may be amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is a part of that Document. All Documents are to be recorded in every county in which all or a portion of the Property is located. The Documents are Dedicatory Instruments as defined in Texas Property Code Section 202. Resolutions which may be established by the Board shall be binding documents upon the Association so long as they are duly recorded in the minutes of the meeting of the Board of Directors and shall not be required to be recorded. The Board shall cause all Resolutions to be recorded in the minutes of the meeting and/or they shall be posted to the Association’s website, if applicable, for review and access by all Owners’ of record. The Certificate of Formation, Organizational Consent and Bylaws of the Association, which are part of the Documents, are attached hereto as Appendix D.

1.20. “Lot” means a portion of the Property intended for independent ownership, on which there is or will be constructed a Residence, as shown on the Plat. As a defined term, “Lot” does not refer to Common Areas, or areas owned by the applicable City, Kaufman County or other applicable governmental authority, and to be maintained by the applicable City, county or other applicable governmental authority, even if platted and numbered as a Lot. Where the context indicates or requires, “Lot” includes all improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the Lot.

1.21. “Majority” means more than half. A reference to “*a Majority of Owners*” in any Document or Applicable Law means “*a Majority of the total allocated votes of the Owners,*” unless a different meaning is specified.

1.22. “Member” means a member of the Association, each Member being an Owner of a Lot, unless the context indicates that member means a member of the Board or a member of a committee of the Association. In the context of votes and decision-making, each Lot has only one membership, although it may be shared by co-owners of a Lot.

1.23. “Neighborhood” means and refers to any separately designated portion of the Property which is subject to additional restrictions and/or which may share use and expense of a Neighborhood Common Area or other benefit or service that is not provided to all Lots in the Property, pursuant to Article 17 of this Declaration. A Neighborhood may include noncontiguous parcels of property. Nothing in this Declaration requires the creation of a Neighborhood. As of the date of this Declaration, the three (3) Neighborhoods created within the Property include “**Travis Ranch**,” as more particularly described in Appendix A-1 of this Declaration (“Travis Ranch”), the portion of the Property known as “**Travis Ranch Marina**,” as more particularly described in Appendix A-2 of this Declaration (“Travis Ranch Marina”), and the portion of the Property known as “**Fieldcrest**,” as more particularly described in Appendix A-3 of this Declaration (“Fieldcrest”).

1.24. “Neighborhood Assessment” shall mean and refer to assessments based on certain Neighborhood Expenses in one or more, but not all, Neighborhoods within the Property.

1.25. “Neighborhood Common Area” shall mean and refer to any Common Area in or adjacent to the Neighborhood, the use of which is reserved exclusively or primarily for Residents of the Neighborhood, such as a gated entrance to Neighborhood streets or a recreational amenity that is developed for Neighborhood use only.

1.26. Intentionally omitted.

1.27. “Neighborhood Expenses” means the actual and estimated expenses which the Association incurs or expects to incur for the benefit of the Lots within a Neighborhood, which may include a reasonable reserve for repair and replacement of Neighborhood Common Areas, and reasonable administrative charges as may be authorized by this Declaration or the Neighborhood Restrictions.

1.28. “Neighborhood Restrictions” means any additional means covenants, conditions, and restrictions to which only those Lots in the Neighborhood become subject when the Neighborhood Restrictions are recorded in every county in which any portion of the Neighborhood is located. Neighborhood Restrictions may be in the form of an appendix, exhibit, amendment, or supplement of or to this Declaration, or in the form of a supplemental declaration or similar instrument. During the Development Period, Neighborhood Restrictions must have Declarant's prior review and written consent, and any attempted recordation of an instrument without Declarant's written consent is void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

1.29. “Owner” means a holder of recorded fee simple title to a Lot. Declarant is the initial Owner of all Lots. Contract sellers and mortgagees who acquire title to a Lot through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure are “*Owners*.” Persons or entities having ownership interests merely as security for the performance of an obligation are not “*Owners*.” Every Owner is a Member of the Association and membership is mandatory. A reference in any Document or Applicable Law to a percentage or share of Owners or Members means Owners of at least that percentage or share of the Lots, unless a different meaning is specified.

1.30. “Plat” means all plats, singly and collectively, recorded in the Official Public Records of Kaufman County, Texas, and pertaining to the Property, including all dedications, limitations, restrictions, easements, notes, and reservations shown on the plat(s), as may be amended from time to time. Each Plat of all or any portion of the Property has been or shall be recorded in the Plat Records of Kaufman County, Texas.

1.31. “Property” means all the land subject to this Declaration and all improvements, easements, rights, and appurtenances to the land. The Property consists of the Neighborhoods located on land described in Appendices A-1, A-2 and A-3 to this Declaration, and includes every Lot and any Common Area thereon, and may include Annexed Land (as defined in Appendix B) annexed into the Property subject to this Declaration by supplemental declaration filed by Declarant in accordance with Appendix B.

1.32. “Residence” means the dwelling constructed on a Lot.

1.33. “Resident” means an occupant of a Residence, regardless of whether the person owns the Lot.

1.34. “Residential Lot” means a Lot on which there is or will be constructed a Residence.

1.35. “Rules” means rules and regulations of the Association adopted in accordance with the Documents or Applicable Law, including without limitation the Enforcement Policy and any amendments, modifications or supplements thereto. The initial Rules may be adopted by Declarant for the benefit of the Association and Declarant may, from time to time, amend rules and regulations as it is deemed necessary. Thereafter, the Board of Directors shall have the right to adopt, amend, or rescind rules and regulations by way of resolution of the Board upon a majority vote of the Board in accordance with Section 7.4 hereof.

1.36. “Special Group Assessment” as such term is used in the Design Guidelines for Travis Ranch Marina shall mean and refer to any Individual Assessment due from an Owner or group of Owners in accordance with Section 9.4.4 of this Declaration.

1.37. “Thoroughfare Easement” means an easement of maintenance, access, and entry over the Yard Areas of the Thoroughfare Lots to ensure the attractiveness of the Yard Areas from the Thoroughfare Street reserved by Declarant in accordance with Section 3.9 hereof.

1.38. “Thoroughfare Lots” means all Lots along, abutting, or adjoining the Thoroughfare Street, including Lots that do not front on the Thoroughfare Street.

1.39. “Thoroughfare Street” means the street or streets named in and so designated by this Declaration or by an amendment or supplement of this Declaration.

1.40. Intentionally omitted.

1.41. “Yard Area” means the limited portion of each Thoroughfare Lot that is subject to the Thoroughfare Easement, being that portion of the Lot surface that is (1) exterior to the dwelling, (2) not within a fenced yard, and (3) visible from the Thoroughfare Street. In other words, front yards and unfenced side yards along the Thoroughfare Street.

1.42. “Yard Improvements” means all items, materials, and plants in the Yard Area, including but not limited to fences, retaining walls, planter boxes, plant beds, mailboxes, yard lamps, decorative yard items, trees, shrubs, flowers, ground covers, lawns, other plant material, and yard irrigation systems. All Yard Improvements are owned by the Thoroughfare Lot Owner.

ARTICLE 2

PROPERTY SUBJECT TO DOCUMENTS

2.1. PROPERTY. The Property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including Declarant’s representations and reservations in the attached Appendix B, which run with the Property and bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each Owner of the Property.

2.2. CITY ORDINANCES. The City may have ordinances pertaining to planned developments. No amendment of the Documents or any act or decision of the Association may violate the requirements of any City ordinance. Should this Declaration differ with a City ordinance, the applicable City ordinance shall prevail notwithstanding, if the restriction in this Declaration is more strict than that of the applicable City ordinance, then this Declaration shall prevail. The Association should stay informed about the applicable City’s requirements. **As of the date of this Declaration, the Property is located in whole or in part within the extraterritorial jurisdiction of one or more of the applicable City(ies), which means the Property may be subject to annexation by a City.**

2.3. ADJACENT LAND USE. Declarant makes no representations of any kind as to current or future uses - actual or permitted - of any land that is adjacent to or near the Property, regardless of what the Plat shows as potential uses of adjoining land.

2.4. SUBJECT TO ALL OTHER DOCUMENTS. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by all the Documents which are publicly recorded or which are made available to Owners by the Association, expressly including this publicly recorded Declaration and the Enforcement Policy.

2.5. PLAT DEDICATIONS, EASEMENTS & RESTRICTIONS. In addition to the easements and restrictions contained in this Declaration, the Property is subject to the dedications, limitations, notes, easements, restrictions, and reservations shown or cited on any Plat, which are

incorporated herein by reference. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by the Plat, and further agrees to maintain any easement that crosses his Lot and for which the Association does not have express responsibility.

2.6. **STREETS WITHIN PROPERTY.** Because streets, alleys, and cul-de-sacs within the Property (hereafter "Streets") are capable of being converted from publicly dedicated to privately owned, and vice versa, this Section addresses both conditions. If the Property has privately owned Streets, the Streets are part of the Common Area which is governed by the Association. Streets dedicated for public use are part of the Common Area only to the extent they are not maintained or regulated by the applicable City or Kaufman County, Texas. In no event shall streets that are maintained by a City be included in the Common Areas. To the extent not prohibited by public law, the Association, acting through the Board, is specifically authorized to adopt, amend, repeal, and enforce Rules for use of the Streets - whether public or private - including but not limited to:

- a. Identification of vehicles used by Owners and Residents and their guests.
- b. Designation of speed limits and parking or no-parking areas.
- c. Limitations or prohibitions on curbside parking.
- d. Removal or prohibition of vehicles that violate applicable Rules.
- e. Fines for violations of applicable Rules.

ARTICLE 3 **PROPERTY EASEMENTS AND RIGHTS**

3.1. **GENERAL.** In addition to other easements and rights established by the Documents, the Property is subject to the easements and rights contained in this Article. No use shall be permitted on the Property which is not allowed under applicable public codes, ordinances and other laws either already adopted or as may be adopted by the applicable City or other controlling public authorities. Each Owner, occupant or other user of any portion of the Property, shall at all times comply with this Declaration and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments, and other agencies having jurisdictional control over the Property, specifically including, but not limited to, Applicable Zoning placed upon the Property, as they exist from time to time (collectively "Governmental Requirements"). IN SOME INSTANCES REQUIREMENTS UNDER THE GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH REQUIREMENTS UNDER ANY GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT OF THIS DECLARATION, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION WOULD RESULT IN A VIOLATION OF MANDATORY APPLICABLE GOVERNMENTAL REQUIREMENTS, IN WHICH EVENT THOSE GOVERNMENTAL REQUIREMENTS SHALL APPLY. COMPLIANCE WITH

MANDATORY GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THIS DECLARATION EVEN THOUGH SUCH COMPLIANCE MAY RESULT IN NON-COMPLIANCE WITH PROVISIONS OF THIS DECLARATION. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OF THIS DECLARATION BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION, THE PROVISIONS THIS DECLARATION (IN ORDER OF PRIORITY) SHALL PREVAIL AND CONTROL. The Property and all Lots therein shall be developed in accordance with this Declaration, as this Declaration may be amended or modified from time to time as herein provided.

3.2. OWNER'S EASEMENT OF ENJOYMENT. Every Owner is granted a right and easement of enjoyment over the Common Areas and to use of improvements therein, subject to other rights and easements contained in the Documents. An Owner who does not occupy a Lot delegates this right of enjoyment to the Residents of his Lot. Notwithstanding the foregoing, if a portion of the Common Area, such as a recreational area, is designed for private use, the Association may temporarily reserve the use of such area for certain persons and purposes.

3.3. OWNER'S MAINTENANCE EASEMENT. Every Owner is granted an access easement three feet (3') in width measured from the common boundary line between adjoining Lots with common boundary lines; or otherwise, over all Common Areas for the maintenance or reconstruction of such Owner's Residence and other improvements on such Owner's Lot, provided exercise of the easement does not damage or materially interfere with the use of the adjoining Residence or Common Area. Requests for entry to an adjoining Lot or Common Area must be made to the Owner of the adjoining Lot, or the Association in the case of Common Areas, in advance for a time reasonably convenient for the adjoining Owner, who may not unreasonably withhold consent. If an Owner damages an adjoining Lot, Residence, or Common Area in exercising this easement, the Owner is obligated to restore the damaged property to its original condition as existed prior to the Owner performing such maintenance or reconstruction work, at such Owner's expense, within a reasonable period of time.

3.4. OWNER'S INGRESS/EGRESS EASEMENT. Every Owner is granted a perpetual easement over the Streets within the Property, as may be reasonably required, for vehicular ingress to and egress from his Lot.

3.5. ASSOCIATION'S ACCESS EASEMENT. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access and entry over, across, under, and through the Property, including without limitation all Common Areas and the Owner's Lot and all improvements thereon - including the Residence and yards - for the below-described purposes.

3.5.1. Purposes. Subject to the limitations stated below, the Association may exercise this easement of access and entry for the following express purposes:

- a. To inspect the Property for compliance with maintenance and architectural standards.

- b. To perform maintenance that is permitted or required of the Association by the Documents or by Applicable Law.
- c. To perform maintenance that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance.
- d. To enforce architectural standards.
- e. To enforce use restrictions.
- f. The exercise of self-help remedies permitted by the Documents or by Applicable Law.
- g. To enforce any other provision of the Documents.
- h. To respond to emergencies.
- i. To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.
- j. To perform any and all functions or duties of the Association as permitted or required by the Documents or by Applicable Law.

3.5.2. No Trespass. In exercising this easement on an Owner's Lot, the Association is not liable to the Owner for trespass.

3.5.3. Limitations. If the exercise of this easement requires entry onto an Owner's Lot, including into an Owner's fenced yard, the entry will be during reasonable hours and after written notice to the Owner. This Subsection does not apply to situations that - at time of entry - are deemed to be emergencies that may result in imminent damage to or loss of life or property, which entry for such emergencies may be made without notice to an Owner.

3.6. UTILITY EASEMENT. The Association may grant permits, licenses, and easements over Common Areas for utilities, roads, and other purposes necessary for the proper operation of the Property. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the Board. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

3.7. EASEMENT FOR ENTRY FEATURE & SCREENING WALL. The Association is hereby granted a perpetual easement (the "Maintenance Easement") over each Lot that abuts or contains a portion of the Property's formal entrances or the Property's screening wall, fence, or berm for the purposes stated in this Section, regardless of whether or how the Plat shows the easement, entry features, or screening wall, fence, or berm. The purpose of the Maintenance Easement is to provide for the existence, repair, improvement, and replacement of the Property's

formal entrances, and screening wall, fence, or berm, to be maintained by the Association as a Common Area. In exercising this Maintenance Easement, the Association may construct, maintain, improve, and replace improvements reasonably related to the screening or entrance of a residential subdivision, including: screening walls, fences and/or berms: planter beds, landscaping, and plant material; electrical and water meters and equipment, including light fixtures and sprinkler systems; and signage relating to the Property. The Owners of the Lots burdened with the Maintenance Easement will have the continual use and enjoyment of their Lots for any purpose that does not interfere with and prevent the Association's exercise of the Maintenance Easement. In addition to the easement granted herein, the Association has the temporary right, from time to time, to use as much as the surface of a burdened Lot as may be reasonably necessary for the Association to perform its contemplated work on the Maintenance Easement. This easement is perpetual. The Maintenance Easement will terminate when the purpose of the easement ceases to exist, is abandoned by the Association, or becomes impossible to perform. The Association may assign this easement, or any portion thereof, to a governmental body that accepts the assignment. This Maintenance Easement applies only to the original screening walls installed by Declarant and replacements thereof, and does not apply or pertain to fences installed on individual Lots, even though the Lot abuts a major thoroughfare.

3.8. MONUMENT EASEMENT. The Association is granted a perpetual easement (the "Monument Easement") over each Lot that contains a standard street name monument ("Monument Lot") for the purpose of repairing, removing, and replacing the monument, as deemed necessary by the Association. In addition to the easement granted herein, the Association has the temporary right, from time to time, to use as much of the surface of the Monument Lot as may be reasonably necessary for the Association to perform its contemplated work on the Monument Easement. The owner of a Monument Lot may not remove, deface, cover, or screen the monument, or otherwise interfere with the intended use and purpose of the monument. This Section contemplates that street name monuments (1) may be located on Lot corners at street intersections, street ends, or street beginnings, (2) may not exceed 6 square feet of Lot area, and (3) may not exceed 8 feet in height. This Section applies to the extent street name monuments are not maintained by a governmental entity.

NOTICE
CERTAIN LOTS IN TRAVIS RANCH ARE
SUBJECT TO EASEMENTS FOR
SCREENING WALLS, FORMAL
ENTRANCES, STREET SIGNS AND YARD
MAINTENANCE.

3.9. THOROUGHFARE EASEMENT. Declarant hereby reserves a right and easement by the Thoroughfare Easement of access and entry to the Yard Area of each Thoroughfare Lot to exercise the discretionary rights created by this Thoroughfare Easement. Nothing in this Section 3.9 may be construed to obligate Declarant to install any improvement on any Lot in the Property. Although Declarant is interested in the condition and appearance of all Lots in the Property, the front yards on both sides of the Property's primary thoroughfares are of particular concern because of their heightened visibility to potential purchasers of the Property. Therefore, on recording this Declaration, Declarant creates the Thoroughfare Easement, which will attach to and burden the

Thoroughfare Lots when the Thoroughfare Street is named and designated by an amendment or supplement of this Declaration. The purpose of this easement is to permit, but not require, Declarant to control the condition and attractiveness of yards that are visible from a Thoroughfare Street, which is a main roadway into the Property.

3.9.1. Owner's Duties. The Owner of each Thoroughfare Lot, at the Owner's expense, must continually maintain the Yard Area and Yard Improvements in a neat, groomed, healthy, and attractive condition, and to a standard that is commensurate with the neighborhood as determined by the Declarant. The Owner must regularly water lawns and plant material, mow and edge lawns, trim shrubs, and remove litter. As needed, the Owner will treat plant diseases and infestations, and replace dead plant material. Also, the Owner of a Thoroughfare Lot may not install or construct substantial Yard Improvements without the prior written consent of Declarant.

3.9.2. Neighborhood Standards. For purposes of this Section, Declarant is the arbiter of the standards of maintenance and appearance for the Yard Areas. Declarant may have higher standards for the Yard Areas of Thoroughfare Lots than for the yard areas of other Lots in the Property. However, the standard for Thoroughfare Lots will be uniform for all Thoroughfare Lots.

3.9.3. Duration of Easement. This easement terminates automatically at the end of the Development Period. Declarant may terminate this easement earlier by recording a notice of termination in the Real Property Records of Kaufman County, Texas.

3.10. SECURITY. The Association may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. **Each Owner and Resident acknowledges and agrees, for himself and his guests, that Declarant, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property and serve no law enforcement function.** Each Owner and Resident acknowledges and accepts his sole responsibility to provide security for his own person and property, and assumes all risks for loss or damage to same. Each Owner and Resident further acknowledges that Declarant, the Association, and their respective directors, officers, committees, agents, and employees have made no representations or warranties, nor has the Owner or Resident relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglar, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. Each Owner and Resident acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. **The Association serves no law enforcement function and strongly encourages Owners to report any suspected or alleged violations of laws by any other Owner or occupant or guest on the Property to the appropriate law enforcement agency(ies).** The provisions of this Section 3.10 may not be modified or amended without the express written consent of Declarant.

3.11. **RISK.** Each Owner, Owners' immediate family, guests, agents, permittees, licensees and Residents shall use all Common Areas, Streets and other rights-of-way within the Property at his/her own risk. **All Common Areas are unattended and unsupervised.** Each Owner, Owners' immediate family, guests, agents, permittees, licensees and Residents is solely responsible for his/her own safety, and assumes all risk of loss in connection with the use of Common Areas, Streets or other rights-of-way and related amenities and improvements within the Property. Neither the Association nor the Declarant, nor any managing agent engaged by the Association or Declarant, shall have any liability to any Owner or their family members or guests, or to any other person or entity, arising out of or in connection with the use, in any manner whatsoever, of the Common Area, Street or other right-of-way or any improvements comprising a part thereof from time to time, and the Association, Declarant and managing agent disclaims any and all liability or responsibility for injury or death occurring from use of the Common Areas, Streets or other rights-of-way. The provisions of this Section 3.11 may not be modified or amended without the express written consent of Declarant.

3.12. **NOTICE OF LOCATION IN CITY ETJ.** As of the date of this Declaration, all of the Property is located outside the limits of a municipality but within the extraterritorial jurisdiction of the applicable City, and thus the Property may be subject to annexation by the applicable City.

3.13. **NOTICE OF MUD.** On the date of this Declaration, the Property is in three municipal utility districts (each, a "MUD"). The purpose of a MUD is to provide water, sewer, drainage or flood control facilities and services within the MUD through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of a Lot, and these utility facilities are owned or to be owned by the applicable MUD. A MUD has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. A MUD has authority to adopt and impose a standby fee on property in the district that has water, sanitary sewer or drainage facilities and services available but not connected and which does not have a house, building or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The MUD may exercise the authority without holding an election on the matter. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. The MUD is located in whole or in part in the extraterritorial jurisdiction of one or more Cities which, by law, may annex the MUD without the consent of the MUD or the MUD voters. When a MUD is annexed, the MUD is dissolved.

3.14. **ADJACENT LAND USES.** A number of privately owned facilities may exist or be created within, adjacent to, or in the vicinity of the Neighborhoods, such as a lake marina, retail businesses, a multifamily community and a golf course. Access to those facilities is strictly subject to the requirements, rules and charges established by the owner of each such facility. Ownership or occupancy of Lots in the Neighborhoods does not convey a right to use such privately owned facilities, which are not Common Areas of the Property. The owners of such facilities are not members of the Association or subject to assessment under this Declaration. However, they may be obligated to contribute to certain costs associated with the administration, insurance, maintenance, repair and replacement of some or all Common Areas pursuant to one or more

separate declarations or agreements with Declarant, including without limitation the Commercial Declaration (defined below).

3.15. MINERAL RIGHTS. Some or all of the Property is or may be subject to one or more reservations of oil, gas, or mineral rights in favor of one or more previous owners of the Property, pursuant to one or more deeds recorded in the County's Public Records, including, but not limited to, rights to all oil, gas, or other minerals lying on, in, or under the property and surface rights of ingress and egress. An instrument conveying or reserving a mineral interest recorded prior to this Declaration is a superior interest in the property and is not affected by any provision to the contrary in this Declaration. By accepting title to or interest in a Lot, every Owner of a Lot within the Property acknowledges the existence of the mineral rights or reservations that are publicly recorded and the attendant rights in favor of the owner of the mineral interest. However, to the extent any Owner becomes an owner of a mineral interest, such Owner hereby irrevocably waives in perpetuity, on behalf of itself and its successors and assigns, any right such mineral interest owner or its successor and assigns has to use the surface of the Property for the exploration of oil, gas, and other minerals, together with the right to use any portion of the surface of the Property for ingress or egress for such purposes.

3.16. NOTICE OF LIMITATION ON LIABILITY. The development of the Property occurs during a period when many local governments are trying to be absolved of liability for flood damage to private property. As a condition of plat approval, a governmental entity may require a plat note that not only disavows the entity's liability for flood damage, but affirmatively assigns the liability to the Association. Declarant does not intend or desire to impose such absolute liability on the nonprofit association of Lot Owners. Notwithstanding plat notes or public codes or ordinances now in existence or hereafter created, the Association cannot and should not be liable for acts of God or for property damage that is not the result of the Association's negligence or willful misconduct. On behalf of the Association, Declarant hereby gives notice that the Association does not accept liabilities imposed by any governmental entity for which the Association cannot obtain insurance at a reasonable cost, or for which its members refuse to fund reserve accounts at levels sufficiently high to pay the damages for which the governmental entity may seek to make the Association liable. This notice is not intended to create a liability for any governmental entity. Further, this notice may not be construed to create a duty for the Association to obtain insurance or to fund reserve accounts for damage from rising waters.

3.17. OBLIGATION OF DECLARANT. Declarant has installed and constructed, or caused to be installed and constructed, or will install and construct, various improvements and infrastructure as determined by Declarant in such condition as required in order to obtain approval of the Plat. DECLARANT SHALL HAVE NO FURTHER OBLIGATION WHATSOEVER TO CONSTRUCT ANY IMPROVEMENTS ON THE PROPERTY OR MAINTAIN ANY OF SAME, OR OTHERWISE FUND OR BE UABLE FOR ANY MATTERS CONCERNING SUCH IMPROVEMENTS OR OTHERWISE RELATED TO THE PROPERTY. DECLARANT SHALL HAVE NO LIABILITY FOR AND IS HEREBY RELEASED FROM ALL CLAIMS, CAUSES OF ACTION, COSTS AND EXPENSES ARISING IN CONNECTION WITH SUCH IMPROVEMENTS AND INFRASTRUCTURE OR ANY DEFECTS THEREIN, EVEN IF DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF DECLARANT, expressly including any liability with respect to soil conditions and any remediation effort conducted by or on behalf of Declarant made to mitigate soil conditions.

ARTICLE 4 **COMMON AREA**

4.1. **OWNERSHIP.** The designation of any portion of the Property as a Common Area is determined by the Plat and this Declaration, and not by the ownership of such portion of the Property. This Declaration contemplates that the Association will eventually hold title to every Common Area, facility, structure, improvement, system, or other property that are capable of independent ownership by the Association described in this Article 4. The Declarant may install, construct, or authorize certain improvements on Common Areas in connection with the initial development of the Property, and the cost thereof is not a Common Expense (as defined in Section 9.1 hereof) of the Association. The Common Area shall be maintained by the Association following completion of initial improvements thereon by Declarant, whether or not title to such Common Area is conveyed to the Association, in accordance with this Declaration and the Community Standard. All costs attributable to Common Areas, including maintenance, property taxes, insurance, and enhancements, are automatically and perpetually the responsibility of the Association, regardless of the nature of title to the Common Areas, unless this Declaration elsewhere provides for a different allocation for a specific Common Area. **Declarant shall have no responsibility for maintenance, repair, replacement, or improvement of the Common Area or any improvements thereon after initial construction.**

4.2. **ACCEPTANCE.** By accepting an interest in or title to a Lot, each Owner is deemed (1) to accept the Common Area of the Property, and any improvement thereon, in its then-existing "as is" condition; (2) to acknowledge the authority of the Association, acting through its Board, for all decisions pertaining to the Common Area; (3) to acknowledge that transfer of a Common Area's title to the Association by or through the Declarant is a ministerial task that does not require acceptance by the Association; and (4) to acknowledge the continuity of maintenance of the Common Area, regardless of changes in the Association's Board or management.

4.3. **COMPONENTS.** The Common Area of the Property consists of the following components on or adjacent to the Property, even if located on a Lot or a public right-of-way:

- a. All of the Property, save and except the Lots or portions of the Property owned and maintained by the applicable City.
- b. the Amenity center(s), detention pond(s), parks, green space and open space located within the Property and any Neighborhoods that are part of the Property;
- c. Open space and/or detention areas, as shown on the Plat, including, without limitation, the landscape buffer area(s) that abut(s) the public right-of-way known as "FM 740," and any other area shown on the Plat as Common Area or an area to be maintained by the Association.
- d. The formal entrances to the Property, including (if any) the signage, landscaping, electrical and water installations, irrigation, planter boxes and fencing or gates related to the entrance.

e. Any screening walls, fences, live screening, berms, or detention areas along any portion of the Property.

f. Any landscape buffers and/or landscaping within landscape easements shown on the Plat.

g. Landscaping on any Street within or adjacent to the Property, to the extent it is not maintained by the applicable City.

h. Masonry and/or iron/ornamental metal fencing or other perimeter walls and/or fencing that abuts the public right-of-way known as "FM 740" or that are constructed along the perimeter of Property or any Neighborhood that is part of the Property within a wall maintenance easement or located within Common Areas.

i. Cluster mailboxes and pad sites therefor, provided that in the event that any damage, replacement or repair of cluster mailboxes or pad sites on which such cluster mailboxes are situated is required, such maintenance, repair and/or replacements shall be performed by the Association, and the cost and/or expense incurred by the Association therefor shall be charged on a pro rata basis as an Individual Assessment to the Owners that have mailbox units in such cluster mailbox or pad site being maintained, repaired and/or replaced.

j. Any property adjacent to the Property, if the maintenance of same is deemed to be in the best interests of the Association and if not prohibited by the Owner or operator of said property.

k. Any modification, replacement, or addition to any of the above-described areas and improvements.

l. Personal property owned by the Association, such as books and records, office equipment, and supplies.

4.4. EASEMENTS FOR COMMON AREA ACCESS. The Declarant, for itself and for the benefit of the Association, is hereby granted an easement right of access to go upon any Lot as reasonably necessary to perform the Association's obligation hereunder or as reasonably required for the performance of maintenance and repairs and/or to replace any component of the Common Area, including, without limitation, cluster mailboxes, that may be located within or which may encroach upon the boundaries of such Owner's(s') Lot(s). The encroachment of any improvements which are part of the Common Area hereunder within the boundary of any Lot are hereby permitted so long as such encroachment does not unreasonably interfere with the primary use of any affected Lot for location and use as a Residence.

ARTICLE 5

LOTS AND RESIDENCES

5.1. LOTS. The Property is platted into Lots, the boundaries of which are shown on a Plat, and which may not be obvious on visual inspection of the Property.

5.2. RESIDENCES. Each Residential Lot is to be improved with a Residence. The Owner of a Residential Lot owns every component of the Lot and Residence, including all the structural components and exterior features of the Residence and is responsible for the maintenance of the Residence and Residential Lot in accordance with this Declaration and the Community Standard.

5.3. ALLOCATION OF INTERESTS. The interests allocated to each Lot are calculated by the following formulas.

5.3.1. Common Expense Liabilities. The percentage or share of liability for Common Expenses allocated to each Lot is uniform for all Lots, regardless of the value, size, or location of the Lot or Residence.

5.3.2. Votes. The one vote appurtenant to each Lot is uniform and weighted equally with the vote for every other Lot, regardless of any other allocation appurtenant to the Lot.

ARTICLE 6 ARCHITECTURAL COVENANTS AND CONTROL

6.1. PURPOSE. Because the Lots are part of a single, unified community, this Declaration creates rights to regulate the design, use, and appearance of the Lots and Common Areas in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to the existing improvements. A third purpose is to regulate the appearance of every aspect of proposed or existing improvements on a Lot, including but not limited to Residences, fences, landscaping, retaining walls, yard art, sidewalks and driveways, and further including replacements or modifications of original construction or installation. A fourth purpose is to provide for the adoption of the Architectural Reviewer of design guidelines for each Neighborhood within the Property to administer and guide the review and approval of the design, use and appearance of improvements constructed or to be constructed within the Neighborhood; the initial design guidelines adopted by the Association are attached hereto as Appendix C (including Neighborhood Design Guidelines attached as Appendices C-1, C-2, and C-3), and may be hereafter modified or amended from time to time by the Architectural Reviewer. During the Development Period, a primary purpose of this Article is to reserve and preserve Declarant's right of architectural control. **No exterior modification is allowed without the prior written consent of the Architectural Reviewer.**

6.2. ARCHITECTURAL CONTROL DURING THE DEVELOPMENT PERIOD. During the Development Period, neither the Association, the Board of directors, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of plans and specifications for new Residences to be constructed on vacant Lots. During the Development Period, the Architectural Reviewer for plans and specifications for new Residences to be constructed on vacant Lots is the Declarant or its delegates.

6.2.1. Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that Declarant has a substantial interest in ensuring that the improvements within the Property enhance Declarant's reputation as a community developer and do not impair or adversely affect Declarant's ability to market its property or the ability of Builders (as defined in Appendix B) to sell Residences in the Property. Accordingly, each Owner agrees that - during the Development Period - no improvements will be started or progressed on any Owner's Lot without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

6.2.2. Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights as "Architectural Reviewer" under this Article to (1) an ACC (as defined in Section 6.3 hereof) appointed by the Board, or (2) a committee comprised of architects, engineers, or other persons who may or may not be Members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant (1) to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated, and (2) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason.

6.2.3. Limits on Declarant's Liability. The Declarant has sole discretion with respect to taste, design, and all standards specified by this Article during the Development Period. The Declarant, and any delegate, officer, member, director, employee or other person or entity exercising Declarant's rights under this Article shall have no liability for its decisions made and in no event shall be responsible for: (1) errors in or omissions from the plans and specifications submitted, (2) supervising construction for the Owner's compliance with approved plans and specifications, or (3) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

6.2.4. New Build Inspection Fees. The Declarant or its designee (which may be the Association's property manager or representatives thereof), as Architectural Reviewer, may charge at each Closing of a Lot to a Builder a fee of One Hundred Twenty-Five and No/100 Dollars (\$125.00) (the "New Build Inspection Fee") in addition to any transfer fees, Resale Certificate fees or other fees charged by the Association or its managing agent in connection with the closing of the transfer or conveyance of a Lot to a Builder.

6.2.5. Restrictions on Amendment. The provisions of this Section 6.2 may not be modified or amended during the Development Period without the express written consent of Declarant.

NOTE: YOU CANNOT INDIVIDUALIZE THE OUTSIDE OF YOUR RESIDENCE, EXCEPT AS OTHERWISE EXPRESSLY PERMITTED HEREIN, WITHOUT PRIOR APPROVAL OF THE ARCHITECTURAL REVIEWER. PLAN APPROVAL IS REQUIRED. No Plat or plans for Residences or other improvements shall be submitted to the

applicable City or other applicable governmental authority for approval until such Plat and/or related construction plans have been approved in writing by the Architectural Reviewer as provided in this Article 6. Furthermore, no Residence or other improvements shall be constructed on any Lot within the Property until plans therefor have been approved in writing by the ACC or the Declarant as provided in this Article 6; provided that the Residence or other improvements in any event must comply with the requirements and restrictions set forth in this Declaration and the Design Guidelines established thereby, and provided further than any renovation, reconstruction or construction of or to a Residence or improvements on a Lot after the initial construction of a Residence may be performed only by an Approved Contractor.

6.3. ARCHITECTURAL CONTROL BY ASSOCIATION. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the ACC, or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through the ACC or its Board, if the Association has not yet established an ACC, will assume jurisdiction over architectural control and be the "Architectural Reviewer" for purposes hereunder.

6.3.1. ACC. The ACC will consist of at least 3 but not more than 7 persons appointed by the Board, pursuant to the Bylaws. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. Members of the ACC need not be Owners or Residents, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board. After the period of Declarant control or with respect to any committee formed to act as the ACC for modifications to existing structures only (the "Modifications ACC"), the Board shall appoint 5 persons to the ACC, each of whom shall be an Owner and Resident of the Property. To the extent possible, the Board shall endeavor to appoint at least 1 representative from each Neighborhood within the Property on the ACC or, if applicable, any Modifications ACC formed by the Board. Further, after the period of Declarant control, a person may not be appointed or elected to serve on the ACC if the person is (a) a current Board member, (b) a current Board member's spouse; or (3) a person residing in a current Board member's household. Further, the Board may (but is in no way obligated to) establish separate ACCs and/or separate Modifications ACCs for each Neighborhood within the Property to perform the obligations and duties and exercise the rights of the ACC or Modifications ACC, as the case may be, hereunder with respect to such Neighborhood.

6.3.2. Limits on Liability. The ACC has sole discretion with respect to taste, design, and all standards specified by this Article. The members of the ACC have no liability for the ACC's decisions made in good faith, and which are not arbitrary or capricious. By submitting any plan for approval, the submitting party expressly acknowledges that the Architectural Reviewer and any constituent members thereof is/are not, or are not reviewing plans or submittals in their professional capacity (if any) as, engineers, architects, or builders for purposes of plan review, and that any approval or disapproval of any plans expressly excludes any opinion on the suitability of the plans on an engineering, architectural, or construction basis. The Architectural Reviewer, and any delegate, officer, member, director, employee or other person or entity exercising the Architectural Reviewer's rights under this Declaration or any other Documents shall have no liability for its decisions made and in no

event shall be responsible for: (1) errors in or omissions from the plans and specifications submitted, (2) supervising construction for the Owner's compliance with approved plans and specifications, or (3) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

6.4. PROHIBITION OF CONSTRUCTION, ALTERATION & IMPROVEMENT.

Without the Architectural Reviewer's prior written approval, a person may not construct a Residence or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to a Residence or any other part of the Property, if it will be visible from a Street, another Residence, another Lot, or the Common Area. The Architectural Reviewer has the right but not the duty to evaluate and inspect every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property. Failure of an Owner or Builder to comply with the building or construction requirements set forth in this Declaration or the Design Guidelines result in the Association levying a fine in an amount of at least \$1,000 and up to \$3,000.00 per occurrence of any act of non-compliance. The review of plans pursuant to this Declaration may be subject to all review and approval procedures set forth in guidelines, restrictions and/or requirements of Applicable Zoning or otherwise established by the by the Architectural Reviewer in its review of plans pursuant hereto.

6.5. ARCHITECTURAL APPROVAL. To request architectural approval, an Owner must make written application and submit to the Architectural Reviewer, with payment of any applicable review fee then being charged by the Architectural Reviewer, two identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. In support of the application, the Owner may but is not required to submit letters of support or non-opposition from Owners of Lots that may be affected by the proposed change. The application must clearly identify any requirement of this Declaration for which a variance is sought. The Architectural Reviewer will return one set of plans and specifications to the applicant marked with the Architectural Reviewer's response, such as "Approved," "Denied," or "More Information Required." Written notice of the determination of the Architectural Reviewer shall be provided to an applying Owner via certified mail, hand delivery or electronic delivery to the contact address of such Owner registered with the Association. Denials of the Architectural Reviewer must described the basis for denial in reasonable detail and changes, if any, in the application or improvements required as a condition to approval, and inform the Owner that the Owner may request a hearing under Section 209.00505(e) of the Texas Property Code on or before the 30th day after the date the notice was delivered by the Architectural Reviewer to the Owner. A determination of the Architectural Reviewer may be appealed to the Board of the Association in accordance with Section 209.00505 of the Texas Property Code, and the Board shall hold a hearing within 30 days after an Owner's request for a hearing. The Architectural Reviewer will retain the other set of plans and specifications, together with the application, for the Association's files.

6.5.1. No Verbal Approval. Verbal approval by an Architectural Reviewer, the Declarant, an Association director or officer, a member of the ACC, or the Association's manager does not constitute architectural approval by the appropriate Architectural Reviewer, which must be in writing.

6.5.2. No Deemed Approval. The failure of the Architectural Reviewer to respond to an application submitted by an Owner may **NOT** be construed as approval of the

application. Under no circumstance may approval of the Architectural Reviewer be deemed, implied, or presumed. If an Owner has not received the Architectural Reviewer's written approval or denial within the time period required herein, the request shall be deemed to have been disapproved by the Architectural Reviewer.

6.5.3. No Approval Required. No approval is required to repaint exteriors in accordance with an Architectural Reviewer-approved color scheme, or to rebuild a Residence or building in accordance with originally approved plans and specifications. Approval is not required for an Owner to remodel or repaint the interior of a Residence. **Without limiting the foregoing, the color of paint and other materials used on the exterior of Residences are to remain natural earth tone colors. Notwithstanding the foregoing, white brick or white painted Residences are prohibited without the express written consent of the Architectural Reviewer, and black roofs and black shutters are prohibited to be used on any Residence without the express written consent and approval of the Architectural Reviewer.**

6.5.4. Building Permit. If the application is for work that requires a building permit from a governmental body, the Architectural Reviewer's approval is conditioned on the issuance of the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that they comply with the requirements of the governmental body. Alternatively, governmental approval does not ensure Architectural Reviewer approval.

6.5.5. Neighbor Input. The Architectural Reviewer may solicit comments on the application, including from Owners or Residents of Residences that may be affected by the proposed change, or from which the proposed change may be visible. Whether to solicit comments, from whom to solicit comments, and whether to make the comments available to the applicant is solely at the discretion of the Architectural Reviewer. The Architectural Reviewer is not required to respond to the commenter in ruling on the application.

6.5.6. Declarant Approved. Notwithstanding anything to the contrary in this Declaration, any improvement to the Property made or approved in writing by Declarant during the Development Period is deemed to have been approved by the Architectural Reviewer. The provisions of this Section 6.5.6 may not be modified or amended during the Declarant Control Period without the express written consent of Declarant.

6.5.7. Approved Material Matrix. At such time as the Architectural Reviewer has approved a construction material or color, such approved material or color shall be noted on an "Approved Material Matrix" to be maintained by the Architectural Reviewer and made available to Builders, Approved Contractors and Owners.

6.6. ARCHITECTURAL GUIDELINES; LIMITATIONS ON REVIEWERS APPROVALS. Declarant during the Development Period, and the Association thereafter, may publish and/or revise from time to time the Design Guidelines for the Property and/or any Neighborhood within the Property to reflect changes in technology, style, and taste. The Design Guidelines, as adopted by the Declarant or the Association, as the case may be, shall be established by an instrument making reference to this Declaration, and executed by an authorized person for

the Declarant or Association, as applicable, and recorded in the Official Public Records of Kaufmann County, Texas. Reasonable fees may be charged for the review and / or processing of architectural change applications by Declarant appointed or Board appointed Reviewers. The Design Guidelines in effect as of the date of this Declaration for the Travis Ranch Neighborhood, Travis Ranch Marina Neighborhood and Fieldcrest Neighborhood are attached hereto as Appendix C-1, Appendix C-2, and Appendix C-3.

6.7. COMMERCIAL PLAN APPROVAL. Travis Ranch is located in the vicinity of that certain commercial tract of land described in a Declaration of Restrictive Covenants recorded on June 28, 2018 in Volume 5722, Page 370 of the Official Public Records of Kaufman County, Texas (the "Commercial Declaration"), recorded for, among other things, the benefit of the Property. The Architectural Reviewer shall be the Approving Party for all purposes of the Commercial Declaration and any costs or expenses incurred in connection with the performance of the rights, duties and obligations of the Architectural Reviewer as the Approving Party under the Commercial Declaration shall be common expenses of the Association for all purposes hereunder.

6.8. APPROVED CONTRACTOR LIST. The Architectural Reviewer may, from time to time, publish and promulgate an Approved Contractor List which shall set forth the names, addresses and other pertinent information relating to the Approved Contractors. The names of and the numbers of Approved Contractors may change from time to time at the direction of the Architectural Reviewer. In no event shall any Owner of a Lot engage any contractor or subcontractor, other than an Approved Contractor, for the purposes of construction, reconstruction, and/or renovation of Residences or other improvements on a Lot following completion of the initial construction of a Residence on a Lot by a Builder, other than minor repairs or replacements, without the prior written approval of the Architectural Reviewer.

ARTICLE 7 **CONSTRUCTION AND USE RESTRICTIONS**

7.1. VARIANCE. The use of the Property is subject to the restrictions contained in this Declaration, and subject to Rules adopted pursuant to this Article. The Board or the Architectural Reviewer, as the case may be, may grant a variance or waiver of a restriction or Rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing. The grant of a variance does not affect a waiver or estoppel of the Association's right to deny a variance in other circumstances. Approval of a variance or waiver may not be deemed, implied, or presumed under any circumstance. Variances given by Declarant or Architectural Reviewer are perpetual, and future Architectural Reviewer(s) (which may include future members of the ACC, the Board or successors in interest to Declarant's rights hereunder) cannot revoke a prior variance granted unless required by Applicable Zoning or other Applicable Law.

7.2. PROHIBITION OF CONSTRUCTION, ALTERATION & IMPROVEMENT. Without the Architectural Reviewer's prior written approval, a person may not commence or continue any construction, alteration, addition, improvement, installation, modification, redecoration, or reconstruction of or to the Property, or do anything that affects the appearance, use, or structural integrity of the Property. The Architectural Reviewer has the right but not the

duty to evaluate every aspect of construction and property use that may adversely affect the general value or appearance of the Property. No permanent structures may be constructed on any Lot without the prior written consent and approval of the Architectural Reviewer, including without limitation (i) children's playhouses and play sets, (ii) dog houses, (iii) greenhouses, (iv) gazebos, (v) pools, spas, and other water features, (vi) cabanas or pergolas, and (vii) buildings for storage of lawn maintenance equipment. **NO ABOVE-GROUND LEVEL SWIMMING POOLS SHALL BE ERECTED, CONSTRUCTED OR INSTALLED ON ANY LOT.** Permanent structures that exceed the height of the fence line around the rear yard of any Lot shall be placed in the rear yard area behind and screened from the Street by the primary Residence constructed on such Lot. The Residence or addition constructed elsewhere may not be moved onto a Lot. At the start of construction - but not before - building material to be used in the construction may be stored on the Lot. Once started, the Residence and all improvements on the Lot must be completed with due diligence.

7.3. LIMITS TO RIGHTS. No right granted to an Owner by this Article or by any provision of the Documents is absolute. The Documents grant rights with the expectation that the rights will be exercised in ways, places, and times that are customary for the Property. This Article and the Documents as a whole do not try to anticipate and address every creative interpretation of the restrictions. The rights granted by this Article and the Documents are at all times subject to the Board's determination that a particular interpretation and exercise of a right is significantly inappropriate, unattractive, or otherwise unsuitable for the Property, and thus constitutes a violation of the Documents. In other words, the exercise of a right or restriction must comply with the spirit of the restriction as well as with the letter of the restriction.

7.4. ASSOCIATION'S RIGHT TO PROMULGATE RULES. The Association, acting through its Board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. In addition to the restrictions contained in this Article, each Lot is owned and occupied subject to the right of the Board to establish Rules, and penalties for infractions thereof, governing:

- a. Use of Common Areas.
- b. Hazardous, illegal, or annoying materials or activities on the Property.
- c. The use of Property-wide services provided through the Association.
- d. The consumption of utilities billed to the Association.
- e. The use, maintenance, and appearance of exteriors of Residences and Lots. The exterior of Residences may not be individualized.
- f. Landscaping and maintenance of yards. Owners are charged with the responsibility of ensuring that sufficient watering is done to promote healthy growth of their lawn.
- g. The occupancy and leasing of Residences.

h. Animals and restrictions as to the type and number of household pets shall be strictly enforced.

i. Vehicle regulations shall be strictly enforced. The Association shall have the right to contact a towing company for any vehicle that blocks driveways, fire hydrants, or presents a safety hazard at any time.

j. Disposition of trash and control of vermin, termites, and pests.

k. Anything that interferes with maintenance of the Property, safety of the Owners, tenants, or guests, operation of the Association, administration of the Documents, or the quality of life for Residents.

7.5. SINGLE-FAMILY USE. Each Residential Lot (including land and improvements) shall be used and occupied for single-family residential purposes only, as such use is defined in accordance with the ordinances of the applicable City from time to time in effect. This residential restriction does not, however, prohibit a Resident from using a Residence for personal business or professional pursuits to the extent permitted under applicable ordinances of the City provided that: (1) the uses are incidental to the use of the Residence as a residence; (2) the uses conform to applicable governmental ordinances; (3) there is no external evidence of the uses; (4) the uses do not entail visits to the Lot by employees or the public in quantities that materially increase the number of vehicles parked on the street; and (5) the uses do not interfere with Residents' use and enjoyment of neighboring Lots. A house Lot may not be used as a cemetery or burial ground. The principal improvement on a Lot must be one detached Residence with a minimum floor area for interior air-conditioned space of 1,200 square feet. The dwelling size, setbacks, and exterior materials must comply with the minimum requirements set forth in this Declaration, with applicable ordinances and with any higher standards established by the Architectural Reviewer.

7.6. ANIMALS. DOMESTIC ANIMALS ONLY. No wild animal, animal, bird, fish, reptile, poultry, swine, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for a pet, commercial purpose or for food. Customary domesticated household pets may be kept subject to the Rules. All household pets shall be registered, licensed and inoculated as required by law and must be tagged for identification. Owners with special needs animals should present sufficient proof identifying the animal as a legitimate special needs companion. The Board may adopt, amend, and repeal Rules regulating the types, sizes, numbers, locations, and behavior of animals at the Property. Owners with verified and approved special needs animals may be excluded from certain pet rules or regulations. The Board may require or effect the removal of any animal determined to be in violation of this Section or the Rules. Unless the Rules provide otherwise:

7.6.1. Number. The Board may determine whether any Rules limiting the number of household pets per Residence shall be adopted with respect to Residences.

7.6.2. Disturbance. Pets must be kept in a manner that does not disturb the peaceful enjoyment of Residents of other Lots. No pet may be permitted to roam, bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time. Owner shall ensure that their pet(s) comply with these rules at all times. Pets must be kept on a leash

or within a fenced area when outside the Residence. PETS SHALL NOT BE ALLOWED TO ROAM, BARK OR HOWL. The Board is the sole arbiter of what constitutes a threat or danger, disturbance or annoyance and may upon written notice require the immediate removal of the animal(s) should the Owner fail to be able to bring the animal into compliance with this Declaration or any rules and regulations promulgated hereunder. Any animal that is being abused or neglected may be turned into the local authorities for immediate action. Those pets which are permitted to roam free, or, in the sole discretion of the Board and to the extent permitted under Applicable Law, constitute a nuisance to the occupants of other Lots may issue an order to an Owner that such pet be removed upon request of the Board; provided, in no event shall the Board or Association be required to remove any pet from the Property. If an Owner has failed to remove its pet from the Property pursuant to any order of removal issued by the Board within three (3) days after such order is delivered to an Owner, such Owner shall be subject to fines hereunder and the Board may proceed with efforts to immediately remove the pet that is the subject to the order from the Property. Notwithstanding anything contained herein to the contrary, the Board in its sole discretion and without incurring any further duty or obligation to Owners or Residents within the Property, may decide to take no action and refer complaining parties to the appropriate municipal or governmental authorities for handling and final disposition. **IF ANY ANIMAL OR PET IS A NUISANCE IN THE SUBDIVISION, HOMEOWNERS ARE ENCOURAGED TO CONTACT THEIR LOCAL ANIMAL CONTROL AUTHORITY FOR ASSISTANCE.** The Association shall have no liability or obligation to ensure removal of a pet from the Property that is a nuisance and cannot be held liable or responsible if any enforcement actions taken by the Association under this Section 7.6.2 are unsuccessful. Any Owner of a pet that attacks another person or animal within the Property is subject to a \$1,000 fine per occurrence (each day of violation being deemed to be an occurrence), whether or not such Owner's pet inflicted harm on a person. Owners with Special Needs Animals should present sufficient proof identifying the animal as a legitimate special needs companion. Owners with verified and approved Special Needs Animals may be excluded from certain pet rules or regulations.

7.6.3. Indoors/Outdoors. A permitted pet must be maintained inside the Residence, and may not be kept on a patio or in a yard area. No pet is allowed on the Common Area unless carried or leashed.

7.6.4. Pooper Scooper. All Owners and Residents are responsible for the removal of his pet's wastes from the Property, including such Owner's Lot. Each Owner is solely liable and responsible for picking up after their pet(s). If an issue or dispute arises between Owners regarding the removal of pet waste from the Property, the Association has no liability or obligation to involve itself in any such dispute between Owners. Unless the Rules provide otherwise, a Resident must prevent his pet from relieving itself on the Common Area, or the Lot of another Owner. The Association may levy fines up to \$300.00 per occurrence for any Owner who violates this section and does not comply with the rules as set forth herein. The Association is only required to deliver notice of this fine under Section 7.6.4 to a violating Owner via certified mail prior to levying any fine or charges against such Owner under this Section 7.6.4, and such fine shall be due and payable immediately upon receipt of such certified mail notice.

7.6.5. Liability. An Owner is responsible for any property damage, injury, or disturbance caused or inflicted by an animal kept on the Lot. The Owner of a Lot on which an animal is kept is deemed to indemnify and to hold harmless the Board, the Association, and other Owners and Residents, from any loss, claim, or liability resulting from any action of the animal or arising by reason of keeping the animal on the Property. **EACH OWNER BY ACCEPTANCE OF TITLE TO ITS LOT HEREBY RELEASES AND WAIVES THE ASSOCIATION, DECLARANT, THE BOARD AND/OR ITS MANAGING AGENT AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, DESIGNEES, ADMINISTRATORS, INSPECTORS, CONTRACTORS, AND AGENTS, AND AGREES TO INDEMNIFY AND DEFEND SAME AND HOLD THEM HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF ANY ACTIONS OR ATTACK BY OWNER'S PET OR BY ANY PET RESIDING ON AN OWNER'S LOT WITHIN THE SUBDIVISION. ALL BREEDS OF PETS THAT ARE DETERMINED TO BE AGGRESSIVE OR VICIOUS BREEDS BY THE BOARD OR ANY APPLICABLE GOVERNMENTAL AUTHORITY (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, PIT BULLS OR ROTTWEILERS) ARE STRICTLY PROHIBITED WITHIN THE SUBDIVISION AND ARE DEEMED TO BE A NUISANCE AND SUBJECT TO REMOVAL PROVISIONS SET FORTH HEREIN.**

7.7. ANNOYANCE; NUISANCE. No Lot or Common Area may be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; (3) may endanger the health or safety of Residents of other Lots; (4) may result in the cancellation of insurance on the Property; or (5) violates any law or Governmental Requirement. Furthermore, no Owner or Resident may make verbal or physical threats against any member of the Board, any managing agent for the Association, or their inspectors, agents, representatives or employees. The Board has the sole authority to determine what constitutes an annoyance, nuisance or threat. Any violation of this Section 7.7 shall be an immediate violation offense subject to fines, amenity privileges suspended, or other consequences as set forth in this Declaration or the Rules.

7.8. APPEARANCE. Both the Lot and the Residence must be maintained in a manner so as not to be unsightly when viewed from the Street or neighboring Lots or Common Areas. During the initial construction of a Residence on a Lot by Builder or any subsequent construction by Owner, the Builder or Owner (as the case may be) must keep and maintain the Lot during construction of the Residence or other improvements thereon free of trash and debris, and keep the Streets, alleys and other rights-of-way within the Subdivision clean and free of hazardous debris related to such construction activity on such Builder's or Owner's Lot, failing which the constructing Builder or Owner shall be subject to a fine in an amount of at least \$1,000 and up to \$3,000.00 per occurrence of any act of non-compliance. The Architectural Reviewer is the arbitrator of acceptable appearance standards of Lots and Residences, and acceptable cleanliness and debris management standards applicable to Lots, Residences, Streets, alleys or other rights-of-way in connection with construction activities on a Lot. The Architectural Reviewer may require that the following items must be screened from the view of the public and neighboring Lots and Residences, if any of these items exists on the Lot: (1) air conditioning equipment; (2) satellite reception equipment; (3) yard maintenance equipment; (4) wood piles and compost piles;

(5) accessory structures that do not have prior approval of the Architectural Reviewer; (6) garbage cans and refuse containers; (7) anything determined by the Board to be unsightly or inappropriate for a residential subdivision. Screening may be achieved with fencing or with plant material, such as trees and bushes, or any combination of these. If plant material is used, a reasonable period of time is permitted for the plants to reach maturity as an effective screen. As used in this Section, "screened from view" refers to the view of a person in a passenger vehicle driving on a street or alley, or the view of a person of average height standing in the middle of a yard of an adjoining Lot.

7.9. ACCESSORY STRUCTURES AND SHEDS. Accessory structures and sheds - such as dog houses, gazebos, metal storage sheds, playhouses, play sets and greenhouses may be located on a Lot provided that (a) designs for such sheds or accessory structures and location within a Lot are approved in writing by the Architectural Reviewer, and are in no event located in front yards or unfenced portions of side yards facing streets, (b) the only one shed designed for outdoor use may be located on any Lot, (c) the exterior materials and style of design of the sheds or other accessory structures are visually harmonious with the Residence or fence to which it is most visually related or physically attached, including matching major materials such as siding and roofing, dominant colors, construction details, and pitch of roof, and (d) such shed or accessory structure is screened by a fence or acceptable landscape material so it is not visible to a person standing on the surface of an adjoining Lot, Street or Common Area and is less than six feet (6') in height at the ridge line of the roof and includes less than one hundred (100) square feet of floor space. No metal barns or store bought barns or storage bins are permitted to be constructed, installed or located within any Lot. The Architectural Reviewer reserves the right to require additional setbacks for any accessory structures or sheds proposed to be placed on a Lot should the Architectural Reviewer determine in its sole discretion that such setbacks are necessary or appropriate due to the impacts of the location of such structure or shed on the engineering, drainage (altering or interrupting engineered or natural drainage courses), visibility, aesthetics or other concerns, as determined by the Architectural Reviewer in its sole discretion. If a shed or other accessory structure is installed in violation of this Section, the Architectural Reviewer reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the Owner to screen it or to remove it.

**GET ARCHITECTURAL APPROVAL BEFORE YOU SHOP
FOR OR BEGIN CONSTRUCTION OF A STORAGE SHED.**

7.10. BARBECUE. Exterior fires are prohibited on the Property unless contained in commercial standard grilling device approved by the Board.

7.11. COLOR CHANGES. The colors of a Residence, fences, exterior decorative items, window treatments, and all other improvements on a Lot are subject to regulation and approval by an Architectural Reviewer. Because the relative merits of any color are subjective matters of taste and preference, the Architectural Reviewer determines the colors that are acceptable to the Association; provided that all colors off paint and other materials used on the exterior of a Residence must remain natural earth tone colors. A Resident may not change or add colors that are visible from the Street, a Common Area, or another Lot or Residence without the prior written approval of the Architectural Reviewer. **Notwithstanding the foregoing, white brick or white painted Residences are prohibited without the express written consent of the Architectural**

Reviewer, and black roofs and black shutters are prohibited to be used on any Residence without the express written consent and approval of the Architectural Reviewer. A list of colors of exterior paint and stains approved by the Architectural Reviewer as of the recordation of this Declaration is attached hereto as Schedule 7.11 hereto and may be updated, revised and/or supplemented by the Architectural Reviewer now and hereafter from time to time with the approval and consent of the Declarant during the Development Period, and thereafter the Board.

7.12. YARDS. An Owner will maintain his yard in a neat and attractive manner that is consistent with the Property and shall water his yard with the appropriate amounts of water needed to keep the yard healthy and alive. The Association shall consider water restrictions should any such restriction apply. A yard may never be used for storage. All sports or play items as well as barbeque grills or other items or structures must be stored out of view at all times when not in use. No basketball goals may be used without the express written permission of the Architectural Reviewer. In any event, portable basketball goals approved in writing by the Architectural Reviewer may not be kept in the street, in the driveway, or within or in a manner that blocks a sidewalk, and portable goals may not be placed in the grass area located between the front building line and street. Portable goals must be kept alongside the driveway when in use, and may be kept alongside the driveway when not in use, provided that such portable goal remains in good condition and repair. Permanent basketball goals are prohibited without express consent in writing from the Reviewer, and, in any event, no basketball goal may be mounted to the exterior of the Residence or placed as a permanent structure unless approved in writing by the Architectural Reviewer. Goals must be kept in good repair at all times and may not use unsightly weights such as tires, sand bags, or rocks unless the Owner can provide written proof from the manufacturer that such weights are the recommended means of weighing down the goal. **No synthetic turf of any kind is allowed in any portion of the front, rear or sides of any yard. Periodic trimming of trees and shrubs may be required by the Association. It is preferred Owners and Residents install annual or perennial flowers to the front yards of a Residence.**

7.13. DECLARANT PRIVILEGES. In connection with the development and marketing of the Property, Declarant has reserved a number of rights and privileges to use the Property in ways that are not available to other Owners and Residents, as provided in Appendix B of this Declaration. Declarant's exercise of a Development Period right that appears to violate a Rule or a use restriction of this Article does not constitute waiver or abandonment of the restriction by the Association. The provisions of this Section 7.13 may not be modified or amended without the express written consent of Declarant.

7.14. DECORATION. Residents are prohibited from individualizing and decorating the exteriors of their Residence. What is appealing and attractive to one person, may be objectionable to another. For that reason, the Association prohibits exterior "decorations" by Owners without the prior written approval of the Architectural Reviewer. Examples of exterior decorations are windsocks, potted plants, and benches, name signs on tiles, hanging baskets, bird feeders, awnings, window sill birdfeeders, yard gnomes, and clay frogs. Exterior lighting installed or located on any Residence or otherwise on a Lot must be white (other than seasonal holiday lighting expressly permitted under the terms of this Declaration or the Documents).

7.15. DRAINAGE. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Board.

7.16. DRIVEWAYS. Driveways must be surfaced with concrete. The driveway portion of a Lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage. Without the Board's prior approval, a driveway may not be used: (1) for storage purposes, including storage of boats, trailers (of any kind), sports vehicles of any kind, and inoperable vehicles; or (2) for any type of repair or restoration of vehicles. Barbeque grills must be removed when not in use.

7.17. FIRE SAFETY. No person may use, misuse, cover, disconnect, tamper with, or modify the fire and safety equipment of the Property, including the sprinkler heads and water lines in and above the ceilings of the Residence, or interfere with the maintenance and/or testing of same by persons authorized by the Association or by public officials.

7.18. GARAGES. Each Residence must have an attached garage for at least two standard-size vehicles with garage doors installed. If the Lot has alley access, the garage must be a rear or side entry using the alley for access. Without the Board's prior written approval, the original garage area of a Residence may not be enclosed or used for any purpose that prohibits the parking of two (2) standard-size operable vehicles therein. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving. Garage doors shall not have any kind of screening, curtain, appurtenance or other material installed to hanging from garage doors or garage openings, whether temporary or permanent. Garage doors shall be metal, patterned, and with a wood-like texture unless otherwise expressly approved in writing by the Architectural Reviewer.

7.19. GUNS, FIREARMS AND WEAPONS; FIREWORKS. Hunting and shooting are not permitted anywhere on or from the Property. No toys, weapons or firearms, including, without limitation, air rifles, BB guns, sling-shots or other item that is designed to cause harm to any person, animal or property may be used in a manner to cause such harm (whether intentionally or negligently or otherwise) to any person, animal or property. Violation of this restriction is subject to an immediate fine of up to \$1,000.00 per occurrence after the first notification (which may be given in writing or verbally, to the extent permitted under Applicable Law). Fireworks are strictly prohibited. Use of fireworks in the Property is subject to a monetary fine of \$1,000.00 for each violation. A sworn affidavit signed by a witness with legal capacity made under penalty of perjury attesting to the violation and specifying the date of approximate time of such violation which is received by the Association shall be sufficient evidence of such violation. The Board of Directors, upon majority vote of the Board, shall have the right and authority to adjust rules with regard to firework usage and may amend, supplement, or rescind the rules regarding firework usage, including prohibiting the use of fireworks anywhere within the Subdivision or Property., Said changes shall be recorded in a Board resolution for memorialization.

7.20. LANDSCAPING. *No person may perform landscaping, planting, or gardening on the Common Area without the Board's prior written authorization. No synthetic turf is allowed in any portion of the front, rear or sides of any yard.*

7.21. LEASING OF RESIDENCES. No more than ten percent (10%) of the Residences within the Property may be leased to a non-Owner occupant at any given time without the express written consent and approval of the Board, which may be withheld in the Board's sole and absolute discretion. The Board may grant a variance of this use restriction on a case by case basis at the sole and absolute discretion of the Board or may, at their sole discretion, adopt rules which may increase the maximum leases allowed, apply "grandfather rules" or make exceptions for hardships or special circumstances without affecting the maximum lease capacity set forth in this Declaration or by amendment of the Board. Declarant and Builder owned Lots shall not be included in calculation of the ten percent (10%) cap on leased Residences on Lots in the Property.

7.21.1. Each Owner must register a tenant with the Association on forms then adopted by the Association. The terms of this Section 7.21 may be incorporated in any leasing policies adopted by the Association..

7.21.2. In no event shall any short-term leases of less than 12-months be permitted without express written permission of the Board. In no event may any Owner lease its Residence or Lot, or any portion thereof, through Air BnB, VRBO or other similar service for short term rentals.

7.21.3. In any event, an Owner must deliver a copy of any proposed lease to the Board prior to tenant's occupancy of the Residence on a Lot and as a condition to the effectiveness of such Lease, and any proposed lease must include a requirement that the tenant and any occupants of a Residence by such Lease fully comply with the terms of this Declaration and that such Tenant agree to be jointly and severally liable to the Association for any fines, fees or assessments levied against the tenant or any occupant of a Residence on a Lot by such lease (the "Required Lease Terms"). Whether or not it is so stated in a lease, every lease is subject to this Declaration and any rules, regulations, Design Guidelines or other dedicatory instruments promulgated hereunder. An Owner is responsible for providing its tenant with copies of this Declaration, and any and all rules, regulations, Design Guidelines or other dedicatory instruments promulgated hereunder and applicable to such Owner's Lot or Residence, and notifying its tenant of changes thereto. Failure by the tenant or his invitees to comply with this Declaration and any rules, regulations, Design Guidelines or other dedicatory instruments promulgated hereunder is deemed to be a default by the Owner of the leased Lot or Residence, and shall be a default under the terms of the lease.

7.21.4. When the Association notifies an Owner of its tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise its rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right (but is not obligated) to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. THE OWNER OF A LEASED LOT IS LIABLE TO THE ASSOCIATION FOR ANY EXPENSES INCURRED BY THE ASSOCIATION IN CONNECTION WITH ENFORCEMENT OF THIS DECLARATION, AND ANY AND ALL RULES, REGULATIONS, DESIGN GUIDELINES OR OTHER DEDICATORY INSTRUMENTS PROMULGATED HEREUNDER AGAINST HIS TENANT.

7.21.5. The Board may reject any proposed lease that would result in more than ten percent (10%) of the Residences in the Property being leased to non-Owner occupants or which fail to include the Required Lease Terms.

7.21.6. Notwithstanding the foregoing or anything to the contrary contained herein, during the Declarant Control Period, neither Declarant nor any Builder shall be subject to the leasing restriction contained in this Section 7.21.5 with respect to any Lot owned by Builder, and Lots owned by Builder or Declarant during the Declarant Control Period that are leased by Declarant or such Builder shall not be accounted for in determining the ten percent (10%) cap on leased Residences in the Property. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of this Declaration, and any and all rules, regulations, Design Guidelines or other dedicatory instruments promulgated hereunder and applicable to an Owner's Lot or Residence against the Owner's tenant.

7.21.7. The Association has the right to request each Owner leasing a Residence or Lot in the Property subject to this Declaration provide the Association with the following regarding the lease or tenant thereunder:

- (a) The contact information, including name, mailing address, phone number, and e-mail address of each person who will reside on the Owner's Residence or Lot under the terms of such lease; and
- (b) The commencement date and term of such lease.

7.22. NOISE & ODOR. An Resident of a Residence must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy Residents of neighboring Residences. The rules and regulations promulgated by the Association may limit, discourage, or prohibit noise-producing activities and items in the Residences and on the Common Areas within the Property. The Association shall provide an Owner with notice of its violation of this use restriction, and if an Owner receives more than one notice in any 12 month period, upon receipt of the second notice from the Association, the Owner shall be subject to fines hereunder. Notwithstanding anything contained herein to the contrary, the Board in its sole discretion and without incurring any further duty or obligation to Owners and Residents within the Property, may decide to take no action and refer complaining parties to the appropriate municipal or governmental authorities for handling and final disposition. **IF ANY NOISE OR ODOR BECOMES IS A NUISANCE IN THE SUBDIVISION, RESIDENTS ARE ENCOURAGED TO CONTACT THEIR LOCAL LAW ENFORCEMENT OFFICIALS FOR ASSISTANCE.** The Association shall have no liability or obligation to ensure the Property or any Owner or Resident of a Residence therein is free from nuisance and cannot be held liable or responsible if any enforcement actions taken by the Association under this Section 7.22 are unsuccessful. **EACH OWNER AND RESIDENT BY ACCEPTANCE OF TITLE TO ITS LOT HEREBY RELEASES AND WAIVES THE ASSOCIATION, DECLARANT, THE BOARD AND/OR ITS MANAGING AGENT AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, DESIGNEES, ADMINISTRATORS, INSPECTORS, CONTRACTORS, AND AGENTS, AND AGREES TO INDEMNIFY AND DEFEND SAME AND HOLD THEM HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT**

LIMITED TO ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF ANY ACTIONS OR INACTIONS OF AN OWNER OR THE RESIDENTS OF SUCH OWNERS LOT THAT RESULTS IN NOISE OR ODORS THAT MAY BE A NUISANCE TO OTHERS WITHIN THE SUBDIVISION. Any Owner in violation of this Section 7.22 is subject to a \$1,000.00 fine per occurrence (each day of violation being deemed to be an occurrence).

7.23. OCCUPANCY - NUMBERS. The Board may adopt Rules regarding the occupancy of Residences. If the Rules fail to establish occupancy standards, no more than one person per bedroom may occupy a Residence, subject to the exception for familial status. The Association's occupancy standard for Residents who qualify for familial status protection under the fair housing laws may not be more restrictive than the minimum (i.e., the fewest people per Residence) permitted by the U. S. Department of Housing and Urban Development. Other than the living area of the Residence, no thing or structure on a Lot, such as the garage, may be occupied as a residence or business at any time by any person.

7.24. OCCUPANCY - TYPES. A person may not occupy a Residence if the person constitutes a direct threat to the health or safety of other persons, or if the person's occupancy would result in substantial physical damage to the property of others. This Section does not and may not be construed to create a duty for the Association or a selling Owner to investigate or screen purchasers or prospective purchasers of Residences. By owning or occupying a Residence, each person acknowledges that the Property is subject to local, state, and federal fair housing laws and ordinances. Accordingly, this Section may not be used to discriminate against classes or categories of people.

7.25. RESIDENTIAL USE. The use of a Residence is limited exclusively to residential purposes or any other use permitted by this Declaration. This residential restriction does not, however, prohibit a Resident from using a Residence for personal business or professional pursuits provided that: (1) the uses are incidental to the use of the Residence as a residence; (2) the uses conform to applicable Governmental Requirements; (3) there is no external evidence of the uses; (4) the uses do not entail visits to the Residence by employees or the public in quantities that materially increase the number of vehicles entering and exiting the Property; and (5) the uses do not interfere with Residents' use and enjoyment of neighboring Residences or Common Areas. Model homes and/or sales offices may only be constructed on Lots designated by Declarant in writing as "Model Home Lots" or "Model Park" and may not be constructed on any other Lots.

7.26. SIGNS. Signage for sale and authorized grandfathered leasing of the residences are approved. No unsightly objects may be erected, placed, or permitted to remain on the Property or to be visible from windows in the Residence (i) without written authorization of the Board, or (ii) unless expressly permitted under the applicable Design Guidelines or this Declaration, or (iii) with respect to certain signage, strict compliance with the applicable Design Guidelines applicable to such signage. If the Board authorizes signs, the Board's authorization may specify the location, nature, dimensions, number, and time period of any advertising sign. As used in this Section, "sign" includes, without limitation, lettering, images, symbols, pictures, shapes, lights, banners, and any other representation or medium that conveys a message. The Association may effect the immediate removal of any sign or object that violates this Section or which the Board deems inconsistent with neighborhood standards without liability for trespass or any other liability

connected with the removal. Notwithstanding the foregoing, if public law - such as Texas Election Code Section 259.002 and local ordinances - grants an Owner the right to place political signs on the Owner's Lot, the Association may not prohibit an Owner's exercise of such right. The Association may adopt and enforce Rules regulating every aspect of political signs on Owners' Lots to the extent not prohibited or protected by public law. Unless the Rules or public law provide otherwise (1) a political sign may not be displayed more than 90 days before or 10 days after an election to which the sign relates; (2) a political sign must be ground-mounted; (3) an Owner may not display more than one political sign for each candidate or ballot item; and (4) a political sign may not have any of the attributes itemized in Texas Election Code Section 259.002(d), to the extent that statute applies to the Lot.

7.27. STRUCTURAL INTEGRITY. No person may directly or indirectly impair the structural soundness or integrity of any Residence or other building improvement on a Lot, nor do any work or modification that will impair an easement or real property right.

7.28. TELEVISION. Each Resident of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Property. Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from a Street or from another Lot are prohibited within the Property, except (1) reception-only antennas or satellite dishes designed to receive television broadcast signals, (2) antennas or satellite dishes that are one meter or less in diameter and designed to receive direct broadcast satellite service (DBS), or (3) antennas or satellite dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MDS) (collectively, the "Antenna") are permitted if located (a) inside the Residence (such as in an attic or garage) so as not to be visible from outside the Residence, (b) in a fenced yard, or (c) attached to or mounted on the rear wall of a Residence below the eaves. If an Owner determines that an Antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the Owner may install the Antenna in the least conspicuous location on the Lot or Residence thereon where an acceptable quality signal can be obtained. The Association may adopt reasonable Rules for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law. An Owner must have written permission of the Association or Architectural Reviewer to install any apparatus to the roof of the structure.

7.29. TRASH. Each Resident will endeavor to keep the Property clean and will dispose of all refuse in receptacles designated specifically by the Association or by the applicable City for that purpose. Trash must be placed entirely within the designated receptacle. No trash may be left outside a designated container. The Board may adopt, amend, and repeal Rules regulating the disposal and removal of trash from the Property. If the Rules fail to establish hours for curbside trash containers, the container may be in the designated area from dusk on the evening before trash pick-up day until dusk on the day of trash pick-up. *At all other times, trash containers, garbage or other waste must be kept in sanitary containers and shall be kept inside the garage or otherwise out of public view or screened from view and may not be visible from a Street, Common Area, or another Residence. Bulk trash may not be stored or left out for more than twelve (12) hours prior to bulk trash pick-up and should bulk trash not be picked up on the designated day for any reason, the Resident must remove all items from the curb and/or front*

yard of the Residence and store the items out of public view. The construction or installation of concrete pads for trash cans requires prior written consent of the Architectural Reviewer. The Association shall diligently pursue any violations and exercise self-help to initiate clean-up when necessary and shall bill back the costs to the Owner's account.

7.30. VARIATIONS. Nothing in this Declaration may be construed to prevent the Architectural Reviewer from (1) establishing standards for one Residence, type of Residence, or phase in the Property that are different from the standards for other Residences or phases, or (2) approving a system of controlled individualization of Residence's(s') exteriors.

7.31. VEHICLES. All vehicles on the Property, whether owned or operated by the Residents or their families and guests, are subject to this Section and Rules adopted by the Board. The Board may adopt, amend, and repeal Rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. The Board may affect the removal of any vehicle in violation of this Section or the Rules without liability to the owner or operator of the vehicle.

7.31.1. Parking in Street. **NO PARKING IN THE STREET EXCEPT AS PERMITTED BY CITY ORDINANCE**. All guest parking shall be restricted to the designated parking spaces provided throughout the Property or as permitted by City ordinances. Owners shall utilize their garages and driveways for vehicle parking.

7.31.2. Prohibited Vehicles. Without prior written Board approval, the following types of vehicles and vehicular equipment - mobile or otherwise - may not be kept, parked, or stored anywhere on the Property - including overnight parking on Streets, driveways, and visitor parking spaces - if the vehicle is visible from a Street or from another Residence: mobile homes, motor homes, buses, trailers, boats, inoperable vehicles, commercial truck cabs, trucks with tonnage over one ton, vehicles which are not customary personal passenger vehicles, and any vehicle which the Board deems to be a nuisance, unsightly, or inappropriate. This restriction does not apply to vehicles and equipment temporarily on the Property in connection with the construction or maintenance of a Residence. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times.

7.32. WINDOW TREATMENTS. All window treatments within a Residence, that are visible from the Street or another Residence, must be maintained in good condition and must not detract from the appearance of the Property. Aluminum foil, newsprint, and bedsheets are not suitable window treatments and are prohibited as window treatments. The Architectural Reviewer may require an Owner to change or remove a window treatment, window film, window screen, or window decoration that the Architectural Reviewer determines to be inappropriate, unattractive, or inconsistent with the Property's window standards. The Architectural Reviewer may prohibit the use of certain colors or materials for window treatments. If the Rules fail to establish a different standard, all window treatments - as seen from the Street - must be white in color.

NOTE: BEFORE YOU BUY THOSE WINDOW COVERINGS, GET ARCHITECTURAL APPROVAL.

7.33. FLAGS. Each Owner and Resident of the Property has a right to fly the flag on his Lot. The United States flag (“Old Glory”) and/or the Texas state flag (“Lone Star Flag”), and/or an official or replica flag of any branch of the United States armed forces, may be displayed in a respectful manner on each Lot, subject to reasonable standards adopted by the Association for the height, size, illumination, location, and number of flagpoles, all in compliance with Section 202.012 of the Texas Property Code. All flag displays must comply with public flag laws. No other types of flags, pennants, banners, kites, or similar types of displays are permitted on a Lot if the display is visible from a Street or Common Area. Unless the Rules provide otherwise, a flag must be wall-mounted to the first floor facade of the Residence, and no in-ground flag pole is permitted on a Lot.

7.34. USE OF ASSOCIATION AND SUBDIVISION NAME. The use of the name of the Association or the Property, or any variation thereof, in any capacity without the express written consent of the Declarant during the Declarant Control Period, and thereafter the Board, is strictly prohibited. Additionally, the use of any logo adopted by the Association or the Property, or use of any photographs of the entryway signage or other Property signs or monuments or Common Areas without the express written consent of the Declarant during the Declarant Control Period, and thereafter the Board, is strictly prohibited

7.35. DRONES AND UNMANNED AIRCRAFT. Any Owner operating or using a drone or unmanned aircraft within the Property and related airspace must register such drone or unmanned aircraft with the Federal Aviation Administration (“FAA”), to the extent required under applicable FAA rules and regulations, and mark such done or unmanned aircraft prominently with the serial number or registration number on the drone or unmanned aircraft for identification purposes. **BY ACCEPTANCE OF TITLE TO ANY PORTION OF THE PROPERTY, EACH OWNER ACKNOWLEDGES THAT USE OF A DRONE OR UNMANNED AIRCRAFT TO TAKE IMAGES OF PRIVATE PROPERTY OR PERSONS WITHOUT CONSENT MAY BE A VIOLATION OF TEXAS LAW AND CLASS C MISDEMEANOR SUBJECT TO LEGAL ACTION AND FINES UP TO \$10,000. IT IS YOUR RESPONSIBILITY TO KNOW AND COMPLY WITH ALL LAWS APPLICABLE TO YOUR DRONE AND/OR UNMANNED AIRCRAFT USE.**

7.36. LIGHTNING RODS. An Owner may not construct a lightning rod and related systems (“Lightning Rod”) on a Residence except in compliance with the following: (a) the Lightning Rod must meet standards of the National Fire Protection Association (“NFPA”) equal to or greater than NFPA’s lightning Protection Standard NFPA 780, Underwriters Laboratories (“UL”) UL 96A, and Lightning Protection Institute (“LPI”) LPI-175, (b) any Lightening Rod must be installed by a contractor licensed in the State in which the Residence is located, and (c) any part of the Lightning Rod that becomes non-functional must be immediately repaired, replaced, or removed from the Residence by the Owner at such Owner’s costs and expense. Each Owner acknowledges and agrees that an Owner is solely liable and responsible for the safety, upkeep, and use of the Lightning Rods. Furthermore, each Owner acknowledges that the installation of a Lightning Rod on a Residence may void or adversely warranties on such Owner’s Residence, including without limitation, any roof warranties. **EACH OWNER BY ACCEPTANCE OF TITLE TO ITS LOT HEREBY RELEASES AND WAIVES THE ASSOCIATION, DECLARANT, THE BOARD AND/OR ITS MANAGING AGENT AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, DESIGNEES, ADMINISTRATORS, INSPECTORS,**

CONTRACTORS, AND AGENTS, AND AGREES TO INDEMNIFY AND DEFEND SAME AND HOLD THEM HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF THE INSTALLATION, OPERATION, LOCATION, REPAIR, MAINTENANCE, AND/OR REMOVAL OF ANY LIGHTNING ROD OR RELATED SYSTEMS ON AN OWNER'S RESIDENCE.

7.37. MAILBOXES. Mailboxes shall be standardized throughout Travis Ranch and shall be constructed in accordance with the applicable Design Guidelines. An address block shall be installed on the front facade of each Residence. Unless otherwise permitted by applicable governmental authorities, mailboxes for Lots shall be cluster mailboxes of a standardized design approved in writing by the Architectural Reviewer prior to installation and shall conform to any applicable requirements of the city, county, the United States Postal Service or other applicable governmental authority, and shall be constructed in accordance with applicable Design Guidelines. If mailboxes other than cluster mailboxes are permitted to serve Lots in Travis Ranch, such mailboxes shall be of a uniform style and size approved by the Architectural Reviewer installed upon a 4x4 cedar mailbox pedestal shared by 2 Lots, with 2 mailboxes affixed to 1 pedestal.

7.38. UTILITIES. All utility lines and equipment must be located underground, except for: (1) elevated or surface lines or equipment required by a public utility or the city; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. Each Lot will use water and sewage systems provided by a utility district or a city. Individual water supply and sewage disposal systems are not permitted.

7.39. AIR CONDITIONER. Air conditioning equipment may not be installed in the front yard of a Residence. Window units are prohibited. The Architectural Reviewer may require that air-conditioning equipment and apparatus be visually screened from the street and neighboring Lots.

7.40. CLOTHESLINES. A Resident may not hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items in a yard, on a fence, or from windows and doors. Outside clotheslines and drying racks are prohibited.

ARTICLE 8
ASSOCIATION AND MEMBERSHIP
RIGHTS

8.1. ASSOCIATION. By acquiring an ownership interest in a Lot, a person is automatically and mandatorily a Member of the Association.

8.2. BOARD. Unless the Documents expressly reserve a right, action, or decision to the Owners, Declarant, or another party, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Documents to the "Association" may be construed to mean "*the Association acting through its board of directors.*"

8.3. THE ASSOCIATION. The duties and powers of the Association are those set forth in the Documents, primarily the Bylaws, together with the general and implied powers of a property owners association and a nonprofit corporation organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members, subject only to the limitations on the exercise of such powers as stated in the Documents. Among its duties, the Association levies and collects Assessments, maintains the Common Areas, and pays the expenses of the Association, such as those described in Section 9.4 below. The Association comes into existence on the earlier of (1) filing of its Certificate of Formation of the Association with the Texas Secretary of State or (2) the initial levy of Assessments against the Lots and Owners. The Association will continue to exist at least as long as the Declaration is effective against the Property, regardless of whether its corporate charter lapses from time to time. Notwithstanding the foregoing, the Association may not be voluntarily dissolved without the prior written consent of the applicable City.

8.4. GOVERNANCE. The Association will be governed by a Board of directors elected by the Members. Unless the Association's Bylaws or Certificate of Formation provide otherwise, the Board will consist of at least 3 persons elected at the annual meeting of the Association, or at a special meeting called for that purpose. The Association will be administered in accordance with the Bylaws. Unless the Documents provide otherwise, any action requiring approval of the Members may be approved in writing by Owners of at least a Majority of the total allocated votes of the Owners (subject to any applicable quorum requirements being met).

8.5. MEMBERSHIP. Each Owner and all successive Owners are mandatory "Class A" Members of the Association, ownership of a Lot being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Lot. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at meetings of the Association. If a Lot is owned by more than one person or entity, the co-owners shall combine their vote in such a way as they see fit, but there shall be no fractional votes and no more than one (1) vote with respect to any Lot. A Member who sells his Lot under a contract for deed may delegate his membership rights to the contract purchaser, provided a written assignment is delivered to the Board. However, the contract seller remains liable for all Assessments attributable to his Lot until fee title to the Lot is transferred.

8.6. VOTING. One vote is appurtenant to each Lot. The total number of votes equals the total number of Lots in the Property. If additional property is made subject to this Declaration, the total number of votes will be increased automatically by the number of additional Lots included in the property annexed into the Property subject to this Declaration. Each vote is uniform and equal to the vote appurtenant to every other Lot, except during the Declarant Control Period as permitted in Appendix B. Cumulative voting is not allowed. Votes may be cast by written proxy, according to the requirements of the Association's Bylaws.

8.7. VOTING BY CO-OWNERS. The one vote appurtenant to a Lot is not divisible. If only one of the multiple co-owners of a Lot is present at a meeting of the Association, that person may cast the vote allocated to the Lot. If more than one of the co-owners is present, the Lot's one vote may be cast with the co-owners' unanimous agreement. Co-owners are in unanimous agreement if one of the co-owners casts the vote and no other co-owner makes prompt protest to

the person presiding over the meeting. Any co-owner of a Lot may vote by ballot or proxy, and may register protest to the casting of a vote by ballot or proxy by the other co-owners. If the person presiding over the meeting or balloting receives evidence that the co-owners disagree on how the one appurtenant vote will be cast, the vote will not be counted.

8.8. BOOKS & RECORDS. The Association will maintain copies of the Documents and the Association's books, records, and financial statements. Books and records of the Association will be made available for inspection and copying pursuant to Section 209.005 of the Texas Property Code.

8.9. INDEMNIFICATION. The Declarant, the Association and managing agent, and their respective directors, officers, agents, members, employees, and representatives, and any member of the Board, the Architectural Reviewer, ACC and other officer, agent or representative of the Association (collectively, the "Indemnified Parties"), shall not be personally liable for the debts, obligations or liabilities of the Association. The Indemnified Parties shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts or as otherwise expressly provided in the Documents. The Indemnified Parties shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association. **THE ASSOCIATION, AS A COMMON EXPENSE OF THE ASSOCIATION, SHALL INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ANY AND ALL EXPENSES, LOSS OR LIABILITY TO OTHERS, INCLUDING ATTORNEY'S FEES, REASONABLY INCURRED BY OR IMPOSED ON THE INDEMNIFIED PARTY IN CONNECTION WITH AN ACTION, SUIT, OR PROCEEDING TO WHICH THE INDEMNIFIED PARTY IS A PARTY BY REASON OF BEING OR HAVING BEEN AN INDEMNIFIED PARTY HEREUNDER OR ON ACCOUNT OF ANY CONTRACT OR COMMITMENT ENTERED INTO BY ANY INDEMNIFIED PARTY IN ITS CAPACITY HEREUNDER (TO THE EXTENT NOT COVERED BY INSURANCE PROCEEDS) AGAINST EXPENSES. IN ADDITION, EACH INDEMNIFIED PARTY SHALL BE INDEMNIFIED AND HELD HARMLESS BY THE ASSOCIATION, AS A COMMON EXPENSE OF THE ASSOCIATION, FROM ANY EXPENSE, LOSS OR LIABILITY TO OTHERS (TO THE EXTENT NOT COVERED BY INSURANCE PROCEEDS) BY REASONS OF HAVING SERVED AS SUCH DIRECTOR, OFFICER, AGENT, MEMBER, EMPLOYEE AND/OR REPRESENTATIVE AND IN SUCH CAPACITY AND AGAINST ALL EXPENSES, LOSSES AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, COURT COSTS AND REASONABLE ATTORNEYS' FEES, INCURRED BY OR IMPOSED UPON SUCH INDEMNIFIED PARTY IN CONNECTION WITH ANY PROCEEDING TO WHICH SUCH PERSON MAY BE A PARTY OR HAVE BECOME INVOLVED BY REASON OF BEING SUCH DIRECTOR, OFFICER, AGENT, MEMBER, EMPLOYEE AND/OR REPRESENTATIVE AT THE TIME ANY SUCH EXPENSES, LOSSES OR LIABILITIES ARE INCURRED SUBJECT TO ANY PROVISIONS REGARDING INDEMNITY CONTAINED IN THE DOCUMENTS, EXCEPT IN CASES WHEREIN THE EXPENSES, LOSSES AND LIABILITIES ARISE FROM A PROCEEDING IN WHICH SUCH INDEMNIFIED PARTY IS ADJUDICATED GUILTY OF WILLFUL MISFEASANCE OR MALFEASANCE, MISCONDUCT OR BAD FAITH IN THE PERFORMANCE OF SUCH PERSON'S DUTIES OR INTENTIONAL WRONGFUL ACTS OR ANY ACT**

EXPRESSLY SPECIFIED IN THE DOCUMENTS AS AN ACT FOR WHICH ANY LIMITATION OF LIABILITY SET FORTH IN THE DOCUMENTS IS NOT APPLICABLE; PROVIDED, HOWEVER, THIS INDEMNITY DOES COVER LIABILITIES RESULTING FROM SUCH INDEMNIFIED PARTY'S NEGLIGENCE. AN INDEMNIFIED PARTY IS NOT LIABLE FOR A MISTAKE OF JUDGMENT, NEGLIGENT OR OTHERWISE. AN INDEMNIFIED PARTY IS LIABLE FOR HIS OR HER WILLFUL MISFEASANCE, MALFEASANCE, MISCONDUCT, OR BAD FAITH. THIS RIGHT TO INDEMNIFICATION DOES NOT EXCLUDE ANY OTHER RIGHTS TO WHICH PRESENT OR FORMER INDEMNIFIED PARTIES MAY BE ENTITLED. ANY RIGHT TO INDEMNIFICATION PROVIDED HEREIN SHALL NOT BE EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH A DIRECTOR, OFFICER, AGENT, MEMBER, EMPLOYEE AND/OR REPRESENTATIVE, OR FORMER DIRECTOR, OFFICER, AGENT, MEMBER, EMPLOYEE AND/OR REPRESENTATIVE, MAY BE ENTITLED. THE ASSOCIATION MAY MAINTAIN GENERAL LIABILITY AND DIRECTORS' AND OFFICERS' LIABILITY INSURANCE TO FUND THIS OBLIGATION. ADDITIONALLY, THE ASSOCIATION MAY INDEMNIFY A PERSON WHO IS OR WAS AN EMPLOYEE, TRUSTEE, AGENT, OR ATTORNEY OF THE ASSOCIATION, AGAINST ANY LIABILITY ASSERTED AGAINST HIM AND INCURRED BY HIM IN THAT CAPACITY AND ARISING OUT OF THAT CAPACITY. Any right to indemnification provided herein shall not be exclusive of any other rights to which a director, officer, agent, member, employee and/or representative, or former director, officer, agent, member, employee and/or representative, may be entitled. The Association shall have the right to purchase and maintain, as a Common Expense, directors', officers', and Architectural Reviewer or its members', insurance on behalf of any Person who is or was Indemnified Party against any liability asserted against any such Person and incurred by any such Person in such capacity as a director, officer, agent, member, employee and/or representative, or arising out of such Person's status as such. Any insurance policies obtained by the Association shall name the Declarant and the managing agent as "additional insured" on such policies. SEPARATE AND APART FROM ANY OTHER WAIVER OF SUBROGATION IN THIS DECLARATION, THE ASSOCIATION WAIVES ANY AND ALL RIGHTS OF SUBROGATION WHATESOEVER IT MAY HAVE AGAINST DECLARANT REGARDLESS OF FORM, AND TO THE EXTENT ANY THIRD-PARTY MAKES A CLAIM, SUIT, OR CAUSE OF ACTION AGAINST DECLARANT FOR OR ON BEHALF OF THE ASSOCIATION BY WAY OF A SUBROGATION RIGHT, THE INDEMNITY PROVISIONS HEREIN APPLY TO ANY SUCH SUBROGATION CLAIM, SUIT, CAUSE OF ACTION, OR OTHERWISE. The provisions of this Section 8.9 may not be modified or amended without the express written consent of Declarant.

8.10. ADDITIONALLY, THE ASSOCIATION MAY INDEMNIFY A PERSON WHO IS OR WAS AN EMPLOYEE, TRUSTEE, AGENT, OR ATTORNEY OF THE ASSOCIATION, AGAINST ANY LIABILITY ASSERTED AGAINST HIM AND INCURRED BY HIM IN THAT CAPACITY AND ARISING OUT OF THAT CAPACITY. The provisions of this Section 8.10 may not be modified or amended without the express written consent of Declarant.

8.11. OBLIGATIONS OF OWNERS. Without limiting the obligations of Owners under the Documents, each Owner has the following obligations:

8.11.1. Pay Assessments. Each Owner will pay Assessments properly levied by the Association against the Owner or his Lot, and will pay Regular Assessments and any applicable Neighborhood Assessments without demand or written statement by the Association. Payment of Assessments is NOT contingent upon the provision, existence, or construction of any common elements or amenity. Any Builder acquiring a Lot shall pay the minimum of one (1) full year's Assessments at the time of Lot Purchase.

8.11.2. Comply. Each Owner will comply with the Documents as amended from time to time.

8.11.3. Reimburse. Owner will pay for damage to the Property caused by the negligence or willful misconduct of the Owner, a Resident of the Owner's Lot, or the Owner or Resident's family, guests, employees, contractors, agents, or invitees.

8.11.4. Liability. Each Owner is liable to the Association for violations of the Documents by the Owner, a Resident of the Owner's Lot, or the Owner or Resident's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

8.11.5. Registration. Each Owner

8.12. HOME RESALES. This Section applies to every sale or conveyance of a Lot or an interest in a Lot by an Owner other than Declarant or a Builder:

8.12.1. Resale Certificate. An Owner intending to sell his Residence will notify the Association and will request a Resale Certificate (herein so called) from the Association. The Resale Certificate (as defined in Section 8.12.4 hereof) shall include such information as may be required under Section 207.003(b) of the Texas Property Code; provided, however, that the Association or its agents may, and probably will, charge a reasonable and necessary fee in connection with preparation of the Resale Certificate not to exceed \$375.00 to cover its administrative costs or otherwise to assemble, copy and deliver the Resale Certificate, and may charge a reasonable and necessary fee in connection with preparation of any update to the Resale Certificate not to exceed \$75.00, which fee(s), as applicable, must be paid upon the earlier of (i) delivery of the Resale Certificate to an Owner, or (ii) the Owner's closing of the sale or transfer of his/her Residence or Lot. Declarant is exempt from any and all Resale Certificate fees. Resale Certificates shall be delivered by the Association or managing agent in any event within five (5) days after the second request delivered by an Owner to the Association via certified mail, return receipt requested, or via hand delivery with evidence of receipt by the Association.

8.12.2. No Right of First Refusal. The Association does not have a right of first refusal and may not compel a selling Owner to convey the Owner's Lot to the Association.

8.12.3. Operating Reserve Fund Contribution. At time of transfer of a Lot by any Owner (other than by Declarant), an "Operating Reserve Fund Contribution" (herein so called) shall be paid to the Association in the uniform amount of at least **Two Hundred Fifty and No/100 Dollars (\$250.00) per Lot or such other** , or such other greater uniform amount

adopted by resolution of a majority of the Board of Directors of the Association without joinder of any other Member or Owner. Operating Reserve Fund Contributions shall be deposited in the Association's "Operating Reserve Fund" (herein so called). The Operating Reserve Fund Contribution may be paid by the seller or buyer, and will be collected at closing of the transfer of a Lot (including any transfer by a Builder to an Owner), provided in no event shall any Operating Reserve Fund Contribution be due or owing in connection with a transfer by Declarant, any successor Declarant, or any affiliate of Declarant. If the Operating Reserve Fund Contribution is not collected at closing, the buyer remains liable to the Association for the Operating Reserve Fund Contribution until paid. The Operating Reserve Fund Contribution is not refundable and may not be regarded as a prepayment of or credit against Regular Assessments, Neighborhood Assessments or Special Assessments. *The Association shall have the unrestricted right to the use of funds allocated to the Operating Reserve Fund for any and all costs and expenses of the Association, including, without limitation, (i) operating and/or administrative expenses of the Association, (ii) costs and expenses for the maintenance and upkeep of any area of the grounds, Common Areas, Area(s) of Common Responsibility or (iii) costs and expenses for any portion of the development, at any time and from time to time.* Declarant may but, shall have no obligation, to establish or subsidize an Operating Reserve Fund for the Association.

8.12.4. Other Transfer-Related Fees. The Board may, at its sole discretion, enter into a contract with a managing agent to oversee the daily operation and management of the Association. A number of independent fees may be charged in relation to the transfer of title to a Lot, including but not limited to fees for Resale Certificates, estoppel certificates, copies of Documents, compliance inspections, ownership record changes, and priority processing, provided the fees are customary in amount, kind, and number for the local marketplace are not refundable and may not be regarded as a prepayment of or credit against Regular Assessments, Neighborhood Assessments, or Special Assessments, and are in addition to the contribution to the Operating Reserve Fund or Working Capital Fund. The managing agent may, and probably will, have fees, which will be charged to an Owner for the transfer of a significant estate or fee simple title to a Lot and the issuance of a "Resale Certificate" (herein so called), which fees shall not exceed \$375 for the initial Resale Certificate, and \$75 for any update of a Resale Certificate in accordance with Section 8.12.1 above. The Association or its agent shall not be required to issue a Resale Certificate until payment for the cost thereof has been received by the Association or its agent; provided, however, in any event the Resale Certificates shall be delivered by the Association or managing agent within five (5) days after the second request delivered by an Owner to the Association via certified mail, return receipt requested, or via hand delivery with evidence of receipt by the Association. Transfer fees, other than the fees for the issuance of a Resale Certificate, shall in no event exceed the current annual rate of Regular Assessments plus Neighborhood Assessments applicable at the time of the transfer/sale for each Residence being conveyed and are not refundable and may not be regarded as a prepayment of or credit against Regular Assessments, Neighborhood Assessments, or Special Assessments, and are in addition to the contribution to the Operating Reserve Fund or Working Capital Fund and the New Build Inspection Fee (as defined in Section 6.2.4 hereof); provided, however, nothing contained herein shall limit or deny the Association's or its managing agent's right to collect from any Owner the Association's and/or managing agent's actual costs and expenses incurred related to services provided in connection with a transfer of interests in a Lot to such Owner. This Section does not obligate the Board or any third party to

levy such fees. Transfer-related fees charged by or paid to a managing agent are not subject to the Association's Assessment Lien (as defined in Section 11.1 hereof), and are not payable by the Association. Declarant is exempt from transfer related fees and fees for any Resale Certificates.

8.12.5. Information. Within ten (10) days after acquiring an interest in a Lot, an Owner will provide the Association with the following information: a copy of the settlement statement or deed by which Owner has title to the Lot; the Owner's email address (if any), U. S. postal address, and phone number; any mortgagee's name, address, and loan number; the name and phone number of any Resident (including, any tenant or other occupant of the Residence) other than the Owner; the name, address, and phone number of Owner's managing agent, if any. The Owner is solely liable and responsible for timely providing such information to the Association and keeping information updated for such Owner, and its Residence, tenants, mortgagees, and property managers for such Owner's Residence and Lot. Owner releases and waives any claims made against the Association or any other Indemnified Parties as a result of Owner's failure to strictly comply with this Section 8.12.5.

8.13 Right of Action By Association. Notwithstanding anything contained in the Documents, the Association shall not have the power to institute, defend, intervene in, settle or compromise litigation, arbitration, or administrative proceedings: (1) in the name of or on behalf of or against any Owner (whether one or more); or (2) pertaining to a Claim, as defined in Section 16.1.1 below, relating to the design or construction of improvements on a Lot (whether one or more), including Residences. Notwithstanding anything contained in the Documents, this Section 8.13 may not be amended or modified without Declarant's written and acknowledged consent, and Members entitled to cast at least one hundred percent (100%) of the total number of votes of the Association, which must be part of the recorded amendment instrument.

8.14 Sale to Bulk Purchaser. In the event Declarant sells Lots to a Bulk Purchaser, the following shall apply (notwithstanding such sale or sales):

8.14.1 For purposes of exercising voting rights pursuant to this Declaration, Declarant shall be deemed to be the owner of and shall be entitled to exercise all votes with respect to Lots owned by the Bulk Purchaser. However, to the extent applicable law requires the Bulk Purchaser to have voting rights in the Association, the Bulk Purchaser shall assign to Declarant or execute appropriate proxies to allow Declarant to exercise the voting rights of the Bulk Purchaser (and the Bulk Purchaser shall be deemed a Class B member in such event, with all rights thereof as provided in Section B.2.2. of Appendix B), upon conveyance by the Bulk Purchaser to a third party of a Lot the voting rights associated with the applicable Lot shall be that of a Class A member as provided in this Article 8; and

8.14.2 The Bulk Purchaser shall not be deemed the Declarant nor shall it have any of the rights of Declarant under this Declaration. Notwithstanding any sale or transfer to a Bulk Purchaser, Declarant shall continue to have all rights provided to Declarant under the Declaration.

ARTICLE 9
COVENANT FOR ASSESSMENTS

9.1. **POWER TO ESTABLISH ASSESSMENTS AND PURPOSE OF ASSESSMENTS**. The Association is empowered to establish and collect Assessments as provided in this Article 9 for the purpose of obtaining funds to maintain the Common Area, perform its other duties, and otherwise preserve and further the operation of the Property as a first-class, quality residential subdivision. The purposes for which Assessments may be used to fund the costs and expenses of the Association (the "Common Expenses") in performing or satisfying any right, duty or obligation of the Association hereunder or under any of the Documents, including, without limitation, maintaining, operating, managing, repairing, replacing or improving the Common Area or any improvements thereon; mowing grass and maintaining grades and signs; paying legal fees and expenses incurred in enforcing this Declaration; paying expenses incurred in collecting and administering Assessments; paying insurance premiums for liability and fidelity coverage for the ACC, the Board and the Association; paying operational and administrative expenses of the Association; and satisfying any indemnity obligation under the Documents. The Board may reject partial payments and demand payment in full of all amounts due and owing the Association. The Board is specifically authorized to establish a policy governing how payments are to be applied. The Association will use Assessments for the general purposes of preserving and enhancing the Property, and for the common benefit of Owners and Residents, including but not limited to maintenance of real and personal property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

9.2. **PERSONAL OBLIGATION**. An Owner is obligated to pay Assessments levied by the Board against the Owner or his Lot. An Owner makes payment to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his Assessment liability by waiver of the use or enjoyment of the Common Area or by abandonment of his Lot. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

9.3. **CONTROL FOR ASSESSMENT INCREASES**. This Section of the Declaration may not be amended without the approval of Owners of at least two-thirds (2/3) of the total allocated votes. In addition to other rights granted to Owners by this Declaration, Owners have the following powers and controls over the Association's budget:

9.3.1. **Veto Increased Dues**. At least 30 days prior to the effective date of an increase in Regular Assessments or Neighborhood Assessments wherein the Regular Assessments or Neighborhood Assessments, as the case may be, due will increase **more than** fifty percent (50%) from the previous year's Regular Assessments or Neighborhood Assessments, as the case may be, the Board will notify an Owner of each Lot of the amount of, the budgetary basis for, and the effective date of the increase. The increase will automatically become effective unless Owners representing at least a Majority of the total allocated votes

disapprove the increase by petition or at a meeting of the Association, subject to rights of the Board under Section 9.4.1 below. In that event, the last-approved budget will continue in effect until a revised budget is approved. Increases of fifty percent (50%) or less shall not require a vote of the Owners, and may be approved by Declarant during the Development Period or, thereafter, by the Board.

9.3.2. Veto Special Assessment. At least 30 days prior to the effective date of a Special Assessment, the Board will notify an Owner of each Lot of the amount of, the budgetary basis for, and the effective date of the Special Assessment. The Special Assessment will automatically become effective unless at least a Majority of the total allocated votes disapprove the Special Assessment by petition or at a meeting of the Association subject to rights of the Board under Section 9.4.2 below. Notwithstanding the foregoing, the Association may levy a Special Assessment on any Lot(s) for any unforeseen or extraordinary circumstances in an amount up to fifty percent (50%) of the then annual Regular Assessments plus any Neighborhood Assessments applicable to such Lot(s) at least one time per calendar year based on deficiencies or shortfalls in the budget to cover such unforeseen or extraordinary circumstances, without the consent or joinder of any Members.

9.4. TYPES OF ASSESSMENTS. There are six types of Assessments: Regular Assessments, Neighborhood Assessments, Special Assessments, Insurance Assessments, Individual Assessments, and Deficiency Assessments. Regular Assessments and Neighborhood Assessments shall be reoccurring Assessments payable as defined in this Section 9.4 and more particularly as described in Sections 9.4.1 and 9.4.6 below.

9.4.1. Regular Assessments. Regular Assessments are based on the annual budget. If the Board does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners will continue to pay the Regular Assessment as last determined. **The Regular Assessment as of the date of this Declaration is set at THREE HUNDRED SIXTY AND NO/100 DOLLARS (\$360.00) per Lot per for the remainder of the 2023 calendar year has been approved to be increased to THREE HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$395.00) per Lot per year for the 2024 calendar year. Regular Assessments shall be paid on an annual basis (unless the Board determines a different schedule). Regular Assessments shall be due on the first (1st) day of the first month of the year in which they are due and shall be considered late if not paid by the tenth (10th) day of the month in which they are due.**

Declarant hereby reserves for itself and the Association, through its Board, to adjust the amount of the Regular Assessments without restriction during the first two (2) full calendar years after the commencement of Regular Assessments on the Lots. Following the first two (2) full calendar years after the commencement of Regular Assessments, if during the course of a year and thereafter the Board determines that Regular Assessments are insufficient to cover the estimated Common Expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency up to fifty percent (50%) without a vote of the Owners as set forth in Section 9.3.1 above. Notwithstanding the foregoing or the terms of Section 9.3.1 above, in the event that either (i) the Board determines that due to unusual circumstances the maximum annual Regular Assessment even as increased by fifty percent (50%) will be insufficient to enable the Association to pay the Common Expenses, or (ii)

the Assessment increases resulting in an increase in excess of fifty percent (50%) above the previous year's Regular Assessment, then in such event, the Board shall have the right to increase the maximum annual Regular Assessment by the amount necessary to provide sufficient funds to cover the Common Expenses without the approval of the Members as provided herein; provided, however, the Board shall only be allowed to make one (1) such increase per calendar year pursuant to this Section 9.4.1 and the terms of Section 9.3.1 shall apply for any additional increases of the Regular Assessment in a calendar year.

Regular Assessments are used for Common Expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

- a. Maintenance, repair, and replacement, as necessary, of the Common Area, including any private Streets, striping, paving, or other parking area maintenance in accordance with this Declaration, the Documents and the Community Standard.
- b. Utilities billed to the Association.
- c. Services billed to the Association and serving all Lots.
- d. Taxes on property owned by the Association and the Association's income taxes.
- e. Management, legal, accounting, auditing, and professional fees for services to the Association.
- f. Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.
- g. Premiums and deductibles on insurance policies and bonds required by this Declaration or deemed by the Board to be necessary or desirable for the benefit of the Association, including fidelity bonds and directors' and officers' liability insurance.
- h. Contributions to the reserve funds.
- i. Any other expense which the Association is required by law or the Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Property or for enforcement of the Documents.

9.4.2. Special Assessments. In addition to Regular Assessments, and subject to the Owners' control for certain Assessment increases, the Board may levy one or more Special Assessments against all Lots for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget or the Operating Reserve Funds. Special Assessments do not require the approval of the Owners, except that Special Assessments for the following purposes must be approved by at least a Majority of the total allocated votes:

- a. Acquisition of real property, other than the purchase of a Lot at the sale foreclosing the Association's lien against the Lot.

b. Construction of additional capital improvements within the Property, but not replacement of existing improvements.

c. Any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

9.4.3. Insurance Assessments. The Association's insurance premiums are Common Expenses that must be included in the Association's annual budget. However, if any deductible or unforeseen insurance expense occurs in a calendar year that was not included in the annual budget of the Association, the Association may levy an Insurance Assessment (herein so called). If the Association levies an Insurance Assessment, the Association must disclose the Insurance Assessment in Resale Certificates prepared by the Association.

9.4.4. Individual Assessments. In addition to Regular Assessments, Special Assessments, and Insurance Assessments, the Board may levy an Individual Assessment against a Lot and its Owner. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or his Lot into compliance with the Documents or the Community Standard; fines for violations of the Documents; insurance deductibles; transfer-related fees and Resale Certificate fees; fees for estoppel letters and project documents; reimbursement for damage or waste caused by willful or negligent acts; Common Expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to benefit received; any fees charged by the Association or its managing agent for inspection services, processing of certified mail (fees for return receipt requested included), hearing requests, pool or gate keys or fob requests, or other expenses relate to facilitating requests or demands made by an Owner. Without limiting the foregoing, the Association may levy as an Individual Assessment any fees charged by the Association or its managing agent for inspection services, processing of certified mail (fees for return receipt requested included), hearing requests, pool or gate keys or fob requests, or other expenses relate to facilitating requests or demands made by an Owner.

9.4.5. Deficiency Assessments. The Board may levy a Deficiency Assessment against all Lots for the purpose of defraying, in whole or in part, the cost of repair or restoration if insurance proceeds or condemnation awards prove insufficient or to fund any shortfall between assessments collected by the Association and the costs and expenses of the Association. The Declarant shall not be responsible or liable for any deficit in the Association's funds or any Deficiency Assessments. The Declarant may, but is under no obligation to, subsidize any liabilities incurred by the Association, and the Declarant may, but is not obligated to, lend funds to the Association to enable it to defray its expenses, provided the terms of such loans are on reasonable market conditions at the time.

9.4.6. Neighborhood Assessments. In addition to Regular Assessments, Special Assessments, Insurance Assessments, and any Individual Assessments or Deficiency Assessments, the Declarant during the Development Period, and thereafter the Board of the

Association may establish and levy Neighborhood Assessments against all Lots in a Neighborhood for purpose of covering Neighborhood Expenses reflected in the annual budget for a Neighborhood as may now or hereafter existing from time to time.

The provisions of this Section 9.4 may not be modified or amended without the express written consent of Declarant.

9.5. BASIS & RATE OF ASSESSMENTS. The share of liability for Common Expenses allocated to each Lot is uniform for all Lots, regardless of a Lot's location or the value and size of the Lot or Residence; subject, however, to the exemption for Declarant provided below and in Appendix B.

9.6. DECLARANT OBLIGATION. Declarant's obligation for an exemption from Assessments is described in Appendix B. Unless Appendix B creates an affirmative assessment obligation for Declarant, a Lot that is owned by Declarant during the Development Period is exempt from mandatory assessment by the Association. Declarant has a right to reimbursement for any Assessment paid to the Association by Declarant during the Development Period, but only after the Declarant Control Period. This provision may not be construed to prevent Declarant from making a loan or voluntary monetary donation to the Association, provided it is so characterized. The provisions of this Section 9.6 may not be modified or amended without the express written consent of Declarant.

9.7. ANNUAL BUDGET. The Board will prepare and approve an estimated annual budget for each fiscal year at an open meeting of the Board held in accordance with requirements under Section 209.0051 of the Texas Property Code and the Bylaws. For each calendar year or a part thereof during the term of this Declaration and after recordation of the initial final Plat of any portion of the Property, the Board shall establish an estimated budget of the Common Expenses to be incurred by the Association for the forthcoming year in performing and satisfying its rights, duties and obligations, which Common Expenses may include, without limitation, amounts due from Owners, and which budget adopted by the Board may include one or more line items to establish reserve accounts (on a restricted, non-restricted, or other basis). Based upon such budget, the Association shall then assess each Lot an annual fee which shall be paid by each Owner in advance in accordance with Section 9.4.1 hereof. The Association shall notify each Owner of the Regular Assessments and any Neighborhood Assessments for the ensuing year by December 31st of the preceding year, but failure to give such notice shall not relieve any Owner from its obligation to pay Assessments. Any Assessment not paid within ten (10) days of the date due shall be delinquent and shall thereafter be subject to interest at the rate of twelve percent (12%) per annum or the maximum rate permitted by Applicable Law, whichever is less, at the discretion of the Board, (the "Default Interest Rate") as well as late and collection fees. As to any partial year, Assessments on any Lot shall be appropriately prorated.

9.8. DUE DATE. **The Board may levy Regular Assessments and Neighborhood Assessments on any periodic basis annually, quarterly, or monthly.** Regular Assessments and Neighborhood Assessments are due on the first day of the period for which levied. Special Assessments, Insurance Assessments, Individual Assessments and Deficiency Assessments are due on the date stated in the notice of such Assessment or, if no date is stated, within 10 days after

notice of the Assessment is given. Assessments are delinquent if not received by the Association on or before the due date.

9.9. ASSOCIATION'S RIGHT TO BORROW MONEY. The Association is granted the right to borrow money, subject to the consent of at least a Majority of Owners and the ability of the Association to repay the borrowed funds from Assessments; provided, however, during the Development Period, the Declarant may loan funds to the Association without consent or approval of the Owners, to enable the Association to defray its expenses, provided the terms of such loans are on reasonable market conditions at the time. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, pledge, or deed in trust any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

9.10. LIMITATIONS OF INTEREST. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other Document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by Applicable Law, the excess amount will be applied to the reduction of unpaid Special Assessments, Regular Assessments and Neighborhood Assessments, or reimbursed to the Owner if those Assessments are paid in full.

ARTICLE 10 **ASSESSMENT LIEN**

10.1. ASSESSMENT LIEN. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Assessments to the Association. Each Assessment is a charge on the Lot and is secured by a continuing Assessment Lien (as defined below) on the Lot. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the continuing Assessment Lien for Assessments attributable to a period prior to the date he purchased his Lot.

10.2. SUPERIORITY OF ASSESSMENT LIEN. The Assessment Lien is superior to all other liens and encumbrances on a Lot, except only for (1) real property taxes and assessments levied by governmental and taxing authorities, (2) a deed of trust or vendor's lien recorded before this Declaration, (3) a recorded deed of trust lien securing a loan for construction of the original Residence, and (4) a first or senior purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent Assessment became due.

The Assessment Lien is subordinate and inferior to a recorded deed of trust lien that secures a first or senior purchase money mortgage, an FHA-insured mortgage, or a VA-guaranteed mortgage.

10.3. EFFECT OF MORTGAGEE'S FORECLOSURE. Foreclosure of a superior lien extinguishes the Association's claim against the Lot for unpaid Assessments that became due

before the sale, but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien is liable for Assessments coming due from and after the date of the sale, and for the Owner's pro rata share of the pre-foreclosure deficiency as an Association expense.

10.4. NOTICE AND RELEASE OF NOTICE. The Association's lien for Assessments is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association, at its option, may cause a notice of the lien to be recorded in the county's Real Property Records. If the debt is cured after a notice has been recorded, the Association will record a release of the notice at the expense of the curing Owner.

10.5. POWER OF SALE. By accepting an interest in or title to a Lot, each Owner grants to the Association a private power of nonjudicial sale in connection with the Association's Assessment Lien. The Board may appoint, from time to time, any person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board meeting.

10.6. FORECLOSURE OF LIEN. The Assessment Lien may be enforced by judicial or nonjudicial foreclosure. A foreclosure must comply with the requirements of Applicable Law, such as Chapter 209 of the Texas Property Code. A nonjudicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by law. In any foreclosure, the Owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees, subject to applicable provisions of the Bylaws and Applicable Law, such as Chapter 209 of the Texas Property Code. The Association has the power to bid on the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same. The Association may not foreclose the Assessment Lien if the debt consists solely of fines and/or a claim for reimbursement of attorney's fees incurred by the Association.

ARTICLE 11

EFFECT OF NONPAYMENT OF ASSESSMENTS

An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through the Board, is responsible for taking action to collect delinquent Assessments. The Association's exercise of its remedies is subject to Applicable Laws, such as Chapter 209 of the Texas Property Code, and pertinent provisions of the Bylaws. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the Association's manager, an attorney, or a debt collector. Neither the Board nor the Association, however, is liable to an Owner or other person for its failure or inability to collect or attempt to collect an Assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association has:

11.1. RESERVATION, SUBORDINATION, AND ENFORCEMENT OF ASSESSMENT LIEN. Declarant hereby reserves for the benefit of itself and the Association, a

continuing contractual lien (the "Assessment Lien") against each Lot to secure payment of (1) the Assessments imposed hereunder and (2) payment of any amounts expended by the Association in performing a defaulting Owner's obligations as provided for in the Documents. THE OBLIGATION TO PAY ASSESSMENTS IN THE MANNER PROVIDED FOR IN THIS ARTICLE, TOGETHER WITH INTEREST FROM SUCH DUE DATE AT THE DEFAULT INTEREST RATE SET FORTH (IF APPLICABLE), THE CHARGES MADE AS AUTHORIZED IN THIS DECLARATION, ALL VIOLATION FINES AND THE COSTS OF COLLECTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, IS SECURED BY A CONTINUING CONTRACTUAL ASSESSMENT LIEN AND CHARGE ON THE LOT COVERED BY SUCH ASSESSMENT, WHICH SHALL BIND SUCH LOT AND THE OWNERS THEREOF AND THEIR HEIRS, SUCCESSORS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNEES. The continuing contractual Assessment Lien shall attach to the Lots as of the date of the recording of this Declaration in the Official Public Records of Kaufman County, Texas, and such Assessment Lien shall be superior to all other liens except as otherwise provided in this Declaration. Each Owner, by accepting conveyance of a Lot, shall be deemed to have agreed to pay the Assessments herein provided for and to the reservation of the Assessment Lien. The Assessment Lien shall be subordinate only to the liens of any valid first lien mortgage or deed of trust encumbering a particular Lot and the Assessment Lien established by the terms of this Declaration. Sale or transfer of any Lot shall not affect the Assessment Lien. However, the sale or transfer of any Lot pursuant to a first mortgage or deed of trust foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall only extinguish the Assessment Lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability and the Assessment Lien for any Assessments thereafter becoming due. The Assessment Lien may be non-judicially foreclosed by power of sale in accordance with the provisions of Section 51.002 of the Texas Property Code (or any successor provision) or may be enforced judicially. Each Owner, by accepting conveyance of a Lot, expressly grants the Association a power of sale in connection with the foreclosure of the Assessment Lien. The Board is empowered to appoint a trustee, who may be a member of the Board, to exercise the powers of the Association to non-judicially foreclose the Assessments Lien in the manner provided for in Section 51.002 of the Texas Property Code (or any successor statute). The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The rights and remedies set forth in this Declaration are subject to the Texas Residential Property Owners Protection Act, as amended from time to time (Texas Property Code, Section 209.001 *et seq.*).

11.1.1. Notices of Delinquency or Payment. The Association, the Association's attorney or the Declarant may file notice (a "Notice of Unpaid Assessments") of any delinquency in payment of any Assessment in the Official Public Records of Kaufman County, Texas. THE ASSESSMENT LIEN MAY BE ENFORCED BY FORECLOSURE OF THE ASSESSMENT LIEN UPON THE DEFAULTING OWNER'S LOT BY THE ASSOCIATION SUBSEQUENT TO THE RECORDING OF THE NOTICE OF UNPAID ASSESSMENTS EITHER BY JUDICIAL FORECLOSURE OR BY NONJUDICIAL FORECLOSURE THROUGH A PUBLIC SALE IN LIKE MANNER AS A MORTGAGE ON REAL PROPERTY IN ACCORDANCE WITH THE TEXAS PROPERTY CODE, AS SUCH MAY BE REVISED, AMENDED, SUPPLEMENTED OR REPLACED FROM TIME TO TIME. Upon the timely curing of any default for which a notice was recorded by the

Association, the Association, through its attorney, is hereby authorized to file of record a release of such notice upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing a release. Upon request of any Owner, any title company on behalf of such Owner or any Owner's mortgagee, the Board, through its agents, may also issue certificates evidencing the status of payments of Assessments as to any particular Lot (i.e., whether they are current or delinquent and if delinquent, the amount thereof). The Association or its managing agent may impose a reasonable fee for furnishing such certificates or statements.

11.1.2. Suit to Recover. The Association may file suit to recover any unpaid Assessment and, in addition to collecting such Assessment and interest thereon, may also recover all expenses reasonably expended in enforcing such obligation, including reasonable attorneys' fees and court costs.

11.2. INTEREST. Delinquent Assessments are subject to interest from the due date until paid, at the Default Interest Rate.

11.3. LATE AND OTHER FEES. Delinquent Assessments are subject to late fees which shall be Twenty-Five and No/100 Dollars (\$25.00) per month for each month any portion of Assessments due are not paid and is payable to the Association. This amount may be reviewed and adjusted by the Board from time to time as needed to compensate the Association with any rise in costs and expenses associated with the collection of delinquencies to an account. Late fees will be assessed to the delinquent Owner's account. Bank fees for non-sufficient funds or for any other reason charged to the Association which is in relation to a payment received by an Owner and not honored by the Owner's bank or any other financial institution and/or source shall be charged back to the Owner's account for reimbursement to the Association.

11.4. COSTS OF COLLECTION. The Owner of a Lot against which Assessments are delinquent is liable for reimbursement of reasonable costs incurred to collect the delinquent Assessments, including attorney's fees and processing fees charged by the managing agent. There shall be a late charge payable to the Association which shall be for the reimbursement of costs and fees incurred by the Association or its managing agent for the processing and collection of delinquent accounts. The managing agent shall have the right to charge a monthly collection fee for each month an account is delinquent. Additional fees for costs involving the processing of demand letters and notice of intent of attorney referral shall apply; and a fee shall be charged for each demand letter or attorney referral letter prepared and processed. Other like notices requiring extra processing and handling which include but, are not limited to certified and/or return receipt mail processing shall also be billed back to the Owner's account for reimbursement to the Association or its managing agent. Collection fees and costs shall be added to the delinquent Owner's account. All fees and other charges of managing agent shall be pursuant to the then current contract between the managing agent and the Association. The Association through its Board may establish its own fees and charges. The Declarant, during the Development Period, the Association through its Board, or the Association's managing agent may report delinquent Owners to a credit reporting agency in accordance with Section 11.11 hereof subject to prior written notice delivered to the delinquent Owner via certified mail.

11.5. ACCELERATION. If an Owner defaults in paying an Assessment that is payable in installments, the Association may accelerate the remaining installments on 10 days' written notice to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice, subject to the alternative payment schedule guidelines now or hereafter adopted by the Association through its Board in accordance with Section 209.0062 of the Texas Property Code, as modified or amended from time to time. The Association is not required to offer an Owner who defaults on a payment plan the option of entering into a second or other payment plan for a minimum of two (2) years.

11.6. SUSPENSION OF USE AND VOTE. The Association may suspend the right of Owners and Residents to use Common Areas and common services (if any) during the period of delinquency, pursuant to the procedures established in the Bylaws and subject to prior notice of such suspension delivered to such Owner and/or Residents via certified mail. The Association may not suspend the right to vote appurtenant to the Lot to the extent such suspension would be prohibited under the Texas Residential Property Owners Protection Act, as amended from time to time (Texas Property Code, Section 209.001 *et seq.*). Suspension does not constitute a waiver or discharge of the Owner's obligation to pay Assessments. Further procedures for membership voting are located in Article 8 hereof or in the Bylaws. **Notwithstanding the foregoing or anything to the contrary contained herein, for as long as required under the Texas Residential Property Owners Protection Act, as amended from time to time (Texas Property Code, Section 209.001 *et seq.*), nothing contained in this Section shall prohibit a Member's vote from being exercised by such Member to elect directors of the Board on matters that affect such Member's rights or responsibilities with respect to the Lot owned by it, at any meeting of or action taken by the Members of the Association at any meeting.**

11.7. MONEY JUDGMENT. The Association may file suit seeking a money judgment against an Owner delinquent in the payment of Assessments, without foreclosing or waiving the Association's Assessment Lien.

11.8. NOTICE TO MORTGAGEE. The Association may notify and communicate with the holder of any lien against a Lot regarding the Owner's default in payment of Assessments.

11.9. FORECLOSURE OF ASSESSMENT LIEN. As provided by this Declaration, the Association may foreclose its lien against the Lot by judicial or nonjudicial means.

11.10. APPLICATION OF PAYMENTS. The Board may adopt and amend policies regarding the application of payments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's policy may provide that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the Lot's account.

11.11. CREDIT REPORTING. The Association through its Board, or any management agent of the Association, may report an Owner delinquent in the payment of Assessments to any credit reporting agency only if:

11.11.1. The delinquency is not the subject of a pending dispute between the Owner and the Association; and

11.11.2. at least thirty (30) business days before reporting to a credit reporting service, the Association sends, via certified mail, hand delivery, electronic delivery, or by other delivery means acceptable between the delinquent Owner and the Association, a detailed report of all delinquent charges owed; and

11.11.3. the delinquent Owner has been given the opportunity to enter into a payment plan.

The Association may not charge a fee for the reporting of an Owner to any credit reporting agency of the delinquent payment history of assessments, fines, and fees of such Owner to a credit reporting service.

ARTICLE 12

ENFORCING THE DOCUMENTS

12.1. **NOTICE AND HEARING.** Before the Association may exercise its remedies for a violation of the Documents or damage to the Property, the Association must give an Owner written notice and an opportunity for a hearing, according to the requirements and procedures in this Declaration, the Bylaws and in Applicable Law, such as Chapter 209 of the Texas Property Code, as amended from time to time. Notices are also required before an Owner is liable to the Association for certain charges, including reimbursement of attorney's fees incurred by the Association. Only one (1) notice with an opportunity of at least five (5) days to cure such failure shall be required for most violations (no second or additional notices shall be required) except prior notice is not required with respect to entry onto a Lot by the Association to cure violations that are an emergency or hazardous in nature or pose a threat or nuisance to the Association or another Owner and no cure period shall be required for (1) any violations that are incurable, or (2) a violation for which an Owner has been previously given notice of and the opportunity to cure in the preceding six (6) months. Incurable violations include shooting fireworks, an act constituting a threat to health or safety; a noise violation that is not ongoing; property damage, including the removal or alteration of landscape; and holding a garage sale or other event prohibited by a dedicatory instrument. Examples of curable violations include a parking violation; a maintenance violation; the failure to construct improvements or modifications in accordance with approved plans and specifications; and an ongoing noise violation such as a barking dog. No notice to an Owner shall be required (A) if a suit is filed by the Association against an Owner seeking temporary restraining order or temporary injunctive relief, or if the Association files a suit against an Owner including foreclosure as a cause of action, or (B) with regard to a temporary suspension of a person's right to use Common Areas if the temporary suspension is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the Property. Not later than ten (10) days before the Association holds a hearing under Chapter 209 of the Texas Property Code, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing; failing which the Owner is entitled to a fifteen (15) day postponement of the hearing. During the hearing, the Association (through a member of the Board of designated representative) shall first present the Association's case against the Owner. An Owner or its

designated representative is then entitled to present the Owner's information and issues relevant to the appeal or dispute.

12.2. REMEDIES. The remedies provided in this Article for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by law, the Association has the following right to enforce the Documents, subject to applicable notice and hearing requirements (if any):

12.2.1. Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

12.2.2. Fine. The Association may levy reasonable charges, as an individual Assessment, against an Owner and his Lot if the Owner or Resident, or the Owner or Resident's family, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the Owner's obligations under the Documents. Fines may be levied by lump sum or as cumulative. The minimum fine amount to be levied shall be \$75.00. After the third fine, the fine amount shall increase in increments of no less than \$25.00 each week until the violation is remedied. The maximum fine per violation occurrence that may be levied is \$1,000.00. The Association must notice an Owner via certified mail prior to levying any fine or charges against such Owner under this Section 12.2.2.

12.2.3. Suspension. The Association may suspend the right of Owners and Residents to use Common Areas for any period during which the Owner or Resident, or the Owner or Resident's family, guests, employees, agents, or contractors violate the Documents, pursuant to the procedures as outlined in the Bylaws. A suspension does not constitute a waiver or discharge of the Owner's obligations under the Documents. The Association must notice an Owner via certified mail prior to suspending an Owner's rights to use Common Areas under this Section 12.2.3.

12.2.4. Self-Help. The Association has the right to enter any part of the Property, including Lots, to abate or remove, using force as may reasonably be necessary, any erection, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the Board is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Lot and Owner as an Individual Assessment. The Board will make reasonable efforts to give the violating Owner at least one notice at least seventy-two (72) hours prior of its intent to exercise self-help; subject to any open Board meeting requirements under applicable laws with respect to such violation and enforcement action. The notice may be given in any manner likely to be received by the Owner, such as an email to the Owner's last email address of record with the Board or by posting the notice on the front door to the Residence. Prior notice is not required (1) in the case of emergencies, (2) to remove violative signs, (3) to remove violative debris, or (4) to remove any other violative item or to abate any other violative condition that is easily removed or abated and that is considered a nuisance, dangerous, health hazard, or an eyesore to the Property.

12.2.5. Suit. Failure to comply with the Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

12.3. BOARD DISCRETION. The Board may use its sole discretion in determining whether to pursue a violation of the Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances (1) the Association's position is not sufficiently strong to justify taking any or further action; (2) the provision being enforced is or may be construed as inconsistent with Applicable Law; (3) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (4) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

12.4. NO WAIVER. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Association or by any Owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, that waiver does not impair the Association's right to enforce any other part of the Documents at any future time. No officer, director, or Member of the Association is liable to any Owner for the failure to enforce any of the Documents at any time.

12.5. RECOVERY OF COSTS. The costs of curing or abating a violation are at the expense of the Owner or other person responsible for the violation. At the Board's sole discretion, a fine may be levied against a renter or lessee other than the Owner however, should the renter or lessee fail to pay the fine within the time allotted, the Owner shall be responsible for the fine which shall be added to the Owner's account. If legal assistance is obtained to enforce any provision of the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Documents or the restraint of violations of the Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

12.6. CONTROLLING PROVISIONS. In the event of a conflict or inconsistency between any of the provisions of Article 12 hereof and any of the provisions of the Enforcement Policy or any other Document, the provisions of Article 12 shall control in every respect.

ARTICLE 13

MAINTENANCE AND REPAIR OBLIGATIONS

13.1. OVERVIEW. Generally, the Association maintains the Common Areas, and the Owner maintains its Lot and Residence. If an Owner fails to maintain its Lot, the Association may perform the work at the Owner's expense.

13.2. ASSOCIATION MAINTAINS. The Association's maintenance duties will be discharged when and how the Board deems appropriate. The Association maintains, repairs, and

replaces, as a Common Expense, the portions of the Property listed below, regardless of whether the portions are on Lots or Common Areas. Maintenance shall be in a manner consistent with the Community Standard and the Documents.

- a. The Common Areas.
- b. Any real and personal property owned by the Association but which is not a Common Area, such as a Lot owned by the Association.
- c. Any property adjacent to the Property if maintenance of same is deemed to be in the best interests of the Association, and if not prohibited by the Owner or operator of said property.
- d. Any area, item, easement, or service - the maintenance of which is assigned to the Association by this Declaration or by the Plat.

The applicable City or its lawful agents, after due notice to the Association and opportunity to cure, may maintain the Common Areas, landscape systems and any other features or elements of the portions of the Property within the extraterritorial or other jurisdiction of that City that are required to be maintained by the Association and the Association fails to do so. The applicable City or its lawful agents, after due notice to the Association, may remove any landscape systems, features or elements of the portions of the Property within the extraterritorial or other jurisdiction of that City that cease to be maintained by the Association. The applicable City or its lawful agents, after due notice to the Association and opportunity to cure, may also perform the responsibilities of the Association and its Board if the Association fails to do so in compliance with any provisions of the agreements, covenants or restrictions of the Association or of any applicable City codes or regulations. All costs incurred by the applicable City in performing said responsibilities as addressed in this paragraph shall be the responsibility of the Association. The City may also avail itself of any other enforcement actions available to the applicable City pursuant to state law or City codes or regulations, with regard to the items addressed in this paragraph. **THE ASSOCIATION AGREES TO INDEMNIFY AND HOLD THE APPLICABLE CITY HARMLESS FROM ANY AND ALL COSTS, EXPENSES, SUITS, DEMANDS, LIABILITIES OR DAMAGES INCLUDING ATTORNEY FEES AND COSTS OF SUIT, INCURRED OR RESULTING FROM THE CITY'S MAINTENANCE OF THE COMMON AREAS AND/OR REMOVAL OF ANY LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS THAT CEASE TO BE MAINTAINED BY THE ASSOCIATION.**

13.3. OWNER RESPONSIBILITY. Every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property, subject to the architectural control requirements of Article 6 and the use restrictions of Article 7.

13.3.1. Avoid Damage. An Owner may not do any work or to fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, reduce the value of the Property, adversely affect the appearance of the Property, or impair any easement relating to the Property.

13.3.2. Responsible for Damage. An Owner is responsible for his own willful or negligent acts and those of his or the Resident's family, guests, agents, employees, or

contractors when those acts necessitate maintenance, repair, or replacement to the Common Areas or the property of another Owner.

13.3.3. **Owner's Obligations to Repair.** Each Owner shall at his sole cost and expense, maintain and repair his Lot and the Residence and improvements situated thereon, keeping the same in good condition and repair at all times in compliance with the Documents and in accordance with the Community Standard. In the event that any Owner shall fail to maintain and repair his Lot and such Residence or improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right but not the obligation, subject to the notice and cure provisions, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the Residence and any other improvements erected thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessments hereunder when due. Maintenance shall include the upkeep in good repair of all fences, exterior portions of the Residence including trim, gutters, garage door, windows, lawn, driveway and sidewalk; this list is not intended to be inclusive and other maintenance requirements are at the sole discretion of the Board.

13.3.4. **Owner's Obligation to Repair Shared Fences and Walls.** Owners of Lots that share fencing or walls on common property lines shall be liable and responsible for the costs and expenses to maintain, repair or replace such fencing on the common boundary line based upon the total linear feet of fencing that is on the common boundary line shared between two Owners and the aggregate total linear feet of fencing being replaced. Any approval of the Declarant or ACC of fence design on an Owner's Lot to be placed, constructed or installed on a common boundary shared with one or more other Owners shall not be effective without the written consent and approval of the other Owner(s) sharing the common property line on which such fence is to be placed, constructed or installed. In the event of conflict or disagreement between Owners regarding fencing constructed or installed on a common boundary between two or more Owners, the Association has no liability or responsibility for resolving such conflict or disagreement between Owners.

13.4. **OWNER'S DEFAULT IN MAINTENANCE.** If the Board determines that after a notice of violation has already been delivered to an Owner (See Section 12.1 and Section 18.3) that such Owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner 72-hours' prior written notice (provided only 24-hours' prior written notice shall be required in the case of an emergency or condition that threatens the public health or safety) of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at Owner's expense, which expense incurred by the Association shall be levied as an Individual Assessment against the Owner and his Lot. In case of an emergency or condition that threatens the public health or safety, however, the Board may take any action it deems necessary to protect persons or property, the cost of the action being the Owner's expense and levied as an Individual Assessment against such Owner and its Lot.

13.5. CONCRETE. Minor cracks in poured concrete, including foundations, garage floors, sidewalks, driveways, and patio slabs, are inevitable as a result of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete, and settling of the Residence. Such minor cracking is typically an aesthetic consideration without structural significance.

13.6. MOLD. In the era in which this Declaration is written, the public and the insurance industry have a heightened awareness of and sensitivity to anything pertaining to mold. Because many insurance policies do not cover damages related to mold, Owners should be proactive in identifying and removing visible surface mold, and in identifying and repairing sources of water leaks in the Residence. To discourage mold in his Residence, each Resident should maintain an inside humidity level under sixty percent. For more information about mold, the Owner should consult a reliable source, such as the U. S. Environmental Protection Agency.

ARTICLE 14 **INSURANCE**

14.1. GENERAL PROVISIONS. All insurance affecting the Property is governed by the provisions of this Article, with which the Owners and the Board will make every reasonable effort to comply. Insurance policies and bonds obtained and maintained by the Owners must be issued by responsible insurance companies authorized to do business in the State of Texas. Each insurance policy maintained by the Owner should contain a provision requiring the insurer to endeavor to give at least 10 days' prior written notice to the Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured.

14.2. PROPERTY INSURANCE BY OWNER(S). To the extent it is reasonably available; the Owners will obtain property insurance for all improvements and property within a Residence or Lot owned by such Owner insurable by the Owner. This insurance must be in an amount sufficient to cover the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. In insuring the Residence and Lot owned by it, the Owner may be guided by types of policies and coverage's customarily available for similar types of properties. As used in this Article, "Building Standard" refers to the typical Residence for the Property, as originally constructed, and as modified over time by changes in replacement materials and systems that are typical for the market and era.

14.3. LIABILITY INSURANCE BY OWNER. Notwithstanding anything to the contrary in this Declaration, to the extent permitted by Applicable Law, each Owner is liable for damage to the Property caused by the Owner or by persons for whom the Owner is responsible. Each Owner is hereby required to obtain and maintain general liability insurance to cover this liability as well as occurrences within his Residence, in amounts sufficient to cover the Owner's liability for damage to the property of others in the Property, whether such damage is caused willfully and intentionally, or by omission or negligence.

14.4. OWNER'S GENERAL RESPONSIBILITY FOR INSURANCE. Each Owner, at his expense, will maintain all insurance coverage's required of Owners by the Association pursuant to this Article. Each Owner will provide the Association with proof or a certificate of insurance on request by the Association from time to time. If an Owner fails to maintain required insurance,

or to provide the Association with proof of same, the Board may obtain insurance on behalf of the Owner who will be obligated for the cost as an Individual Assessment. The Board may establish additional minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by Owners if the insurance is deemed necessary or desirable by the Board to reduce potential risks to the Association or other Owners. Each Owner and Resident is solely responsible for insuring his Residence and his personal property in his Residence and on his Lot, including furnishings, vehicles, and stored items.

14.5. ASSOCIATION INSURANCE. The cost of insurance coverages and bonds maintained by the Association is a Common Expense of the Association. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas. The Association must be the named insured on all policies obtained by the Association. Each Owner irrevocably appoints the Association, acting through its Board, as its trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association. Additionally:

14.5.1. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give at least 10 days' prior written notice to the Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured.

14.5.2. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, which will be paid by the party who would be liable for the loss or repair in the absence of insurance. If a loss is due wholly or partly to an actor omission of an Owner or Resident or their invitees, the Owner must reimburse the Association for the amount of the deductible that is attributable to the act or omission.

14.5.3. Additional Requirements. The insurance policies required under this Section 14.5 and Section 14.6 below or otherwise will provide for blanket waivers of subrogation for the benefit of Declarant, shall provide primary coverage, not secondary, and provide first dollar coverage. Additionally, the insurance policies under this Section 14.5 and Section 14.6 below shall provide that Declarant shall receive thirty (30) days written notice prior to cancellation of the policy and that Declarant shall permitted to pay any premiums to keep the Association's insurance policies in full force and effect. The Association shall cause Declarant to be named as an additional insured on all insurance required under this Section 14.5 and Section 14.6 or as otherwise set forth herein. **In addition to the other indemnities herein and without limitation, if the Association fails to name Declarant as an additional insured as set forth herein, the Association shall hold harmless, defend and indemnify Declarant for any loss, claim, damage and/or lawsuit suffered by Declarant for the Association's failure described herein.** To the extent of any conflict between this paragraph and a provision in Section 14.5, Section 14.6 or otherwise as it relates to insurance for Common Areas, this paragraph shall control. The insurance policies required under this Section 14.5, Section 14.6 or otherwise will provide for blanket waivers of subrogation for the benefit of Declarant, shall provide primary coverage, not secondary, and provide first dollar coverage. The Association shall cause Declarant to be named as an additional insured on all insurance required under this Section 14.5 and Section 14.6 or as otherwise set forth herein. In addition to the other indemnities herein and without limitation, if the Association fails to name Declarant as an

additional insured as set forth herein, the Association shall hold harmless, defend and indemnify Declarant for any loss, claim, damage and/or lawsuit suffered by Declarant for the Association's failure described herein. To the extent of any conflict between this paragraph and a provision in Article 14 or otherwise as it relates to insurance for Common Areas, this paragraph shall control.

14.6. PROPERTY. To the extent it is reasonably available, the Association will obtain blanket all-risk insurance for insurable Common Area improvements. If blanket all-risk insurance is not reasonably available, then the Association will obtain an insurance policy providing fire and extended coverage. Also, the Association will insure the improvements on any Lot owned by the Association.

The Association does NOT insure the individual Residences or their contents or any Lot or improvements thereon

**ARTICLE 15
AMENDMENTS**

15.1. CONSENTS REQUIRED. As permitted by this Declaration, certain amendments of this Declaration may be executed by Declarant alone, without the consent or joinder of the Members. To the extent required by the applicable City, any proposed amendment which is for the purpose of amending the provisions of this Declaration or the Association's agreements pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, Common Areas, private Streets or grounds that are the responsibility of the Association, shall not be effective until written consent from the applicable City for such amendment is obtained.

15.2. METHOD OF AMENDMENT. This Declaration may be amended by any method selected by the Board from time to time, pursuant to the Bylaws, provided the method gives an Owner of each Lot the substance if not exact wording of the proposed amendment, and a description of the effect of the proposed amendment. In any event, this Declaration may be amended by written instrument recorded in the Real Property Records approved by affirmative vote of Members holding at least sixty-seven percent (67%) of the total allocated votes of Members of the Association taken at a meeting of Members duly called at which quorum is present (or by written consent of Members holding at least sixty-seven percent (67%) of the total allocated votes of Members in lieu of a vote of Members); provided such amendment is additionally approved in writing by Declarant during the Development Period.

15.3. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto; (2) signed and acknowledged by an officer of the Association, certifying the requisite approval of Declarant, so long as Declarant owns one (1) lot within the Property, or the directors and, if required, any mortgagees under a first lien mortgage or deed of trust encumbering a Lot; and (3) recorded in the Real Property Records of every county in which the Property is located, except as modified by the following section.

15.4. DECLARANT PROVISIONS. Subject to any consent from the applicable City which is required pursuant to Section 15.1, Declarant has an exclusive right to unilaterally amend this Declaration for the purposes stated in Appendix B. An amendment that may be executed by Declarant alone is not required to name the Association or to be signed by an officer of the Association. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. This Section may not be amended without Declarant's written and acknowledged consent. **Further, and without regard to whether or not the Declarant has been released from obligations and duties to the Association, during the Development Period or so long as the Declarant holds record title to at least one (1) Lot and holds same for sale in the ordinary course of business, neither the Association nor its Board, nor any member of the Association nor Owner shall take any action that will impair or adversely affect the rights of the Declarant or cause the Declarant to suffer any financial, legal or other detriment, including but not limited to, any direct or indirect interference with the sale of Lots. In the event there is a breach of this Section, it is acknowledged that any monetary award which may be available would be an insufficient remedy and therefore, in addition to all other remedies, the Declarant shall be entitled to injunctive relief restraining the Association, its Board or any member of the Association from further breach of this Section.** The provisions of this Section 15.4 and/or Appendix B may not be modified or amended without the express written consent of Declarant.

15.5. ORDINANCE COMPLIANCE. When amending the Documents, the Association must consider the validity and enforceability of the amendment in light of current public law, including without limitation Applicable Zoning or other City requirements.

15.6. MERGER. Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by Majority of Owners. Upon a merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants and restrictions established upon any other property under its jurisdiction. No merger or consolidation, however, will affect a revocation, change, or addition to the covenants established by this Declaration within the Property.

15.7. TERMINATION. Termination of the terms of this Declaration is according to the following provisions. In the event of substantially total damage, destruction, or public condemnation of the Property, an amendment to terminate must be approved by Owners holding at least two-thirds of the total allocated votes. In the event of public condemnation of the entire Property, an amendment to terminate may be executed by the Board without a vote of Owners. In all other circumstances, an amendment to terminate must be approved by Owners holding at least eighty percent (80%) of the total allocated votes.

15.8. CONDEMNATION. In any proceeding, negotiation, settlement, or agreement concerning condemnation of the Common Area, the Association will be the exclusive representative of the Owners. The Association may use condemnation proceeds to repair and

replace any damage or destruction of the Common Area, real or personal, caused by the condemnation. Any condemnation proceeds remaining after completion, or waiver, of the repair and replacement will be deposited in the Association's Operating Reserve Funds.

ARTICLE 16

DISPUTE RESOLUTION

16.1. **INTRODUCTION & DEFINITIONS.** The Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "Parties") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims as hereafter defined. The provisions of this Article 16 shall be specifically enforceable under applicable law in any court having jurisdiction thereof. Notwithstanding anything contained in the Documents, this Article 16 may only be amended with the prior written approval of the Declarant, and Owners holding 100% of the votes in the Association. As used in this Article only, the following words, when capitalized, have the following specified meanings:

16.1.1. "Claim" means:

a. Claims relating to the rights and/or duties of Declarant, the Association, any managing agent engaged by the Declarant or the Association, or the Architectural Reviewer, under the Documents.

b. Claims relating to the acts or omissions of the Declarant, the Association or a Board member or officer of the Association during Declarant's control and administration of the Association, and any claim asserted against the Architectural Reviewer.

c. Claims relating to the design or construction of the Property, including Common Area, Residences, or any improvements located on the Lots.

16.1.2. "Claimant" means any Party having a Claim against any other Party.

16.1.3. "Respondent" means any Party against which a Claim has been asserted by a Claimant.

16.2. **MANDATORY PROCEDURES.** Claimant may not initiate any proceeding before any administrative tribunal or court seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article. As provided in Section 16.9 below, a Claim will be resolved by binding arbitration. A Claimant, whether Owner or the Association, may not consolidate any Claims or bring a Claim on behalf of any class; provided however, a Respondent may join or add additional parties to a Claim as may be allegedly responsible in whole or in any part for matters which are the subject of such Claims

16.3. **CLAIM AFFECTING COMMON AREAS.** In accordance with Section 8.13 of this Declaration, the Association does not have the power or right to institute, defend, intervene

in, settle, or compromise litigation or administrative proceedings: (1) in the name of or on behalf of or against any Owner (whether one or more); or (2) pertaining to a Claim, as defined in Section 16.1.1, relating to the design or construction of improvements on a Lot (whether one or more), including Residences. In the event the Association or an Owner asserts a Claim related to the Common Areas, as a precondition to providing the Notice defined in Section 16.5, initiating the mandatory dispute resolution procedures set forth in this Article 16, or taking any other action to prosecute a Claim related to the Common Areas, the Association or Owner, as applicable, must:

16.3.1. Independent Report on the Condition of the Common Areas. Obtain an independent third-party report (the “Common Area Report”) from a licensed professional engineer which: (1) identifies the Common Areas subject to the Claim including the present physical condition of the Common Areas; (2) describes any modification, maintenance, or repairs to the Common Areas performed by the Owner(s) and/or the Association; (3) provides specific and detailed recommendations regarding remediation and/or repair of the Common Areas subject to the Claim. For the purposes of this Section, an independent third-party report is a report obtained directly by the Association or an Owner and paid for by the Association or Owner, as applicable, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association or Owner in the Claim. As a precondition to providing the Notice described in Section 16.5, the Association or Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date of receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Common Area Report, the specific Common Areas to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Common Area Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in Section 16.5, the Association or the Owner, as applicable, shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Common Area Report.

16.3.2. Claim by the Association - Owner Meeting and Approval. If the Claim is prosecuted by the Association, the Association must first obtain approval from Members holding eighty-five percent (85%) of the votes in the Association to provide the Notice described in Section 16.5, initiate the mandatory dispute resolution procedures set forth in this Article 16, or take any other action to prosecute a Claim, which approval from Members must be obtained at a special meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (1) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (2) a copy of the Common Area Report; (3) a copy of any proposed engagement letter, with the terms of such engagement between the Association and an attorney to be engaged by the Association to assert or provide assistance with the claim (the “Engagement Letter”); (4) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which it may be liable if it is not the prevailing party or that the Association will be required, pursuant to the Engagement Letter or otherwise, to pay if the Association elects to not proceed with the Claim; (5) a summary of the steps previously taken, and proposed to be taken, to resolve the Claim; (6) an estimate

of the impact on the value of each Residence if the Claim is prosecuted and an estimate of the impact on the value of each Residence after resolution of the Claim; (7) an estimate of the impact on the marketability of each Residence if the Claim is prosecuted and during prosecution of the Claim, and an estimate of the impact on the value of each Residence during and after resolution of the Claim; (8) the manner in which the Association proposes to fund the cost of prosecuting the Claim; and (9) the impact on the finances of the Association, including the impact on present and projected reserves, in the event the Association is not the prevailing party. The notice required by this paragraph must be prepared and signed by a person other than, and not employed by or otherwise affiliated with, the attorney or law firm that represents or will represent the Association or Owner, as applicable, in the Claim. In the event Members approve providing the Notice described in Section 16.5, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

16.4. CLAIM BY OWNERS – IMPROVEMENTS ON LOTS. Notwithstanding anything contained herein to the contrary, in the event a warranty is provided to an Owner by the Declarant relating to the design or construction of any improvements located on a Lot, then this Article 16 will only apply to the extent that this Article 16 is more restrictive than such Owner's warranty, as determined in the sole discretion of the Declarant providing such warranty (if any). If a warranty has not been provided to an Owner relating to the design or construction of any improvements located on a Lot, then this Article 16 will apply. If an Owner brings a Claim, as defined in Section 16.1.1, relating to the design or construction of any improvements located on a Lot (whether one or more), as a precondition to providing the Notice defined in Section 16.5, initiating the mandatory dispute resolution procedures set forth in this Article 16, or taking any other action to prosecute a Claim, the Owner must obtain an independent third-party report (the "Owner Improvement Report") from a licensed professional engineer which: (1) identifies the improvements subject to the Claim including the present physical condition of the improvements; (2) describes any modification, maintenance, or repairs to the improvements performed by the Owner(s) and/or the Association; and (3) provides specific and detailed recommendations regarding remediation and/or repair of the improvements subject to the Claim. For the purposes of this Section, an independent third-party report is a report obtained directly by the Owner and paid for by the Owner, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Owner in the Claim. As a precondition to providing the Notice described in Section 16.5, the Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date of receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Owner Improvement Report, the specific improvements to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Owner Improvement Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in Section 16.5, the Owner shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Owner Improvement Report.

16.5. NOTICE. Claimant must notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (1) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (2) the basis of the Claim (i.e., the provision of the

Documents or other authority out of which the Claim arises); (3) what Claimant wants Respondent to do or not do to resolve the Claim; and (4) that the Notice is given pursuant to this Section. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in Section 16.6 below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with Section 16.6, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. Section 16.6 does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in Section 16.7 below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to Section 16.7 is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) a true and correct copy of the Common Area Report; (b) a copy of the Engagement Letter; (c) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Common Area which forms the basis of the Claim; (d) a true and correct copy of the special meeting notice provided to Members in accordance with Section 16.3.2 above; and (e) reasonable and credible evidence confirming that Members holding eighty-five percent (85%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and pertains to the Common Area, the Notice will also include a true and correct copy of the Common Area Report. If the Claimant is not the Association and pertains to improvements on a Lot, the Notice will also include a true and correct copy of the Owner Improvement Report.

16.6. NEGOTIATION. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

16.7. MEDIATION. If the Parties negotiate but do not resolve the Claim through negotiation within 120 days from the date of the Notice (or within such other period as may be agreed on by the Parties), Claimant will have thirty additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the Parties mutually agree. The mediator must have at least five years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the thirty-day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

16.8. TERMINATION OF MEDIATION. If the Parties do not agree upon a mediator within such 30 days, or settle the Claim within 30 days after submission to mediation or within a

time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this Article.

16.9. BINDING ARBITRATION-CLAIMS. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this Section 16.9.

16.9.1. Governing Rules. If a Claim has not been resolved after mediation as required by Section 16.7, the Claim will be resolved by binding arbitration in accordance with the terms of this Section 16.9 and the rules and procedures of the American Arbitration Association (“AAA”) or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Kaufman County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA’s “Construction Industry Dispute Resolution Procedures” and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this Section 16.9, this Section 16.9 will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal except as provided in Section 16.9.4, but may be reduced to judgment or enforced in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

- a. One arbitrator shall be selected by Respondent, in its sole and absolute discretion;
- b. One arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and
- c. One arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

16.9.2. Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this Section 16.9 will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to:

(1) exercising self-help remedies (including set-off rights); or (2) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

16.9.3. Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this Section 16.9.

16.9.4. Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this Section 16.9 and subject to Section 16.10 below (attorney's fees and costs may not be awarded by the arbitrator); provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on (1) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (2) conclusions of law that are erroneous; (3) an error of federal or state law; or (4) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential, or punitive damages for any Claim.

16.9.5. Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Denton County, Texas. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

16.10. ALLOCATION OF COSTS. Notwithstanding any provision in this Declaration to the contrary, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

16.11. GENERAL PROVISIONS. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not Party to Claimant's Claim.

16.12. PERIOD OF LIMITATION.

16.12.1. For Actions by an Owner. The exclusive period of limitation for any of the Parties to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of a Residence, shall be the earliest of: (1) for Claims alleging construction defect or defective design, two years and one day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim; (2) for Claims other than those alleging construction defect or defective design, four years and one day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim; or (3) for all Claims, the applicable statute of limitations under Texas law. In no event shall this Section 16.12.1 be interpreted to extend any period of limitations under Texas law.

16.12.2. For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of the Common Areas, shall be the earliest of: (1) for Claims alleging construction defect or defective design, two years and one day from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Claim; (2) for Claims other than those alleging construction defect or defective design of the Common Areas, four years and one day from the date that the Association discovered or reasonably should have discovered evidence of the Claim; or (3) for all Claims, the applicable statute of limitations under Texas law. In no event shall this Section 16.12.2 be interpreted to extend any period of limitations under Texas law.

16.13. LITIGATION APPROVAL & SETTLEMENT. The Association must levy a Special Assessment to fund the estimated costs of arbitration, including estimated attorney's fees, conducted pursuant to this Article 16 or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

16.14. LIMITATION ON CONSOLIDATION OR JOINDER. No mediation, arbitration, or other action arising out of or relating to this Declaration or any other Documents shall include, by consolidation or joinder or in any other manner, the Declarant, the Association, any managing agent engaged by the Declarant, the Association, or the Architectural Reviewer as a "Respondent" in such Claim, except by written consent containing specific reference to this Declaration signed by the Declarant, the Association, any managing agent engaged by the Declarant or the Association, or the Architectural Reviewer named as Respondent, as applicable, the Claimant, and any other person or entity sought to be joined. Consent to mediation, arbitration or other proceeding involving an additional person or entity shall not constitute consent to mediation, arbitration or other proceeding to resolve a Claim not described therein or with a person or entity not named or described therein. Notwithstanding the foregoing, the Declarant if named as a "Respondent" in a Claim, may, at its option and in its sole and absolute discretion, elect to join or

consolidate mediation or arbitration with a Claimant and other Claimant(s) or any other party having an interest in the proceedings. Each Owner by taking title to any Lot hereby consents to such joinder or consolidation, which may be ordered at the sole discretion or election of the Declarant.

16.15. RESTRICTIONS ON AMENDMENT. The provisions of this Article 16 may not be modified or amended without the express written consent of Declarant.

ARTICLE 17 **NEIGHBORHOODS**

17.1. PURPOSE. At the time this Declaration is recorded, Declarant does not plan to create sub-associations within the Property. However, Declarant recognizes that the creation of Neighborhoods is sometimes desirable in large planned communities to impose certain restrictions or standards on designated parts of the Property, or when Owners of a portion of the larger development want benefits or services that are not shared by Owners in other parts of the Property. The purpose of this Article is to provide a framework for the creation and operation of any Neighborhood within the Property.

17.2. CREATING THE NEIGHBORHOOD. Any portion of the Property may be designated as a "Neighborhood" pursuant to this Article. If a Neighborhood is created, the Owner of every Lot in the Neighborhood is subject to the additional restrictions, any additional assessment obligation, and any additional association membership. A Neighborhood may be created by either of the following 2 methods:

17.2.1. By Declarant. During the Development Period, Declarant may unilaterally create one or more Neighborhoods by subjecting a portion of the Property to Neighborhood Restrictions that are recorded with or after the annexation of the subject property, and which are signed by Declarant and the property Owner, if other than Declarant..

17.2.2. By Association. After the Development Period, the Association may create one or more Neighborhoods if requested in writing by Owners of at least two-thirds (2/3rds) of the Lots in the petitioning Neighborhood. Neighborhood Restrictions that have been approved by Owners of at least two-thirds (2/3rds) of the Lots in the Neighborhood may be executed by any two (2) officers of the Association, who must certify that the necessary consents were obtained. The Neighborhood Restrictions must be recorded in every county in which any portion of the Neighborhood is located, and become effective ninety (90) days after recording. The Association must deliver a copy of the file-marked or recorded Neighborhood Restrictions to an Owner of every Lot in the Neighborhood within ninety (90) days after the recording date. During the Development Period, the Neighborhood Restrictions must also be approved and executed by Declarant to be effective.

17.3. NEIGHBORHOOD RESTRICTIONS. In addition to this Declaration, any portion of the Property may become subject to Neighborhood Restrictions established during the Development Period by the Declarant for such Neighborhood within the Property established pursuant to Section 17.2.1 above, or after the Development Period expires, established by the

Associations and at least two-thirds (2/3rds) of the Owners of Lots within a Neighborhood established pursuant to Section 17.2.1 above.

17.4. Intentionally omitted.

ARTICLE 18

GENERAL PROVISIONS

18.1. COMPLIANCE. The Owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and Applicable Laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or Property.

18.2. HIGHER AUTHORITY. The Documents are subordinate to federal and state law, and local ordinances. Generally, the terms of the Documents are enforceable to the extent they do not violate or conflict with local, state, or federal law or ordinance.

18.3. NOTICE. All demands or other notices required to be sent to an Owner or Resident by the terms of this Declaration may be sent by ordinary or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association at the time of mailing. If an Owner fails to give the Association an address for mailing notices, all notices may be sent to the Owner's Lot, and the Owner is deemed to have been given notice whether or not he actually receives it. Only one (1) notice informing an Owner of an existing violation (emergency violations excluded) will be required. Such notice shall provide the Owner not less than ten (10) days to cure the violation, if such violation is curable (See Section 12.1 hereof). If Owner does not cure the violation after the written notice is delivered and applicable cure period expires, then the Association shall proceed with a fine notice and subsequent fines or with self-help whichever the Association deems appropriate.

18.4. LIBERAL CONSTRUCTION. The terms and provision of each Document are to be liberally construed to give effect to the purposes and intent of the Document. All doubts regarding a provision, including restrictions on the use or alienability of Property, will be resolved in favor of the operation of the Association and its enforcement of the Documents, regardless which party seeks enforcement.

18.5. SEVERABILITY. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

18.6. CAPTIONS. In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Boxed notices are inserted to alert the reader to certain provisions and are not to be construed as defining or modifying the text.

18.7. APPENDIXES. The following appendixes are attached to this Declaration and incorporated herein by reference:

A – Description of the Property

A-1 – Travis Ranch

A-2 – Travis Ranch Marina

A-3 – Fieldcrest

B – Declarant Representations & Reservations

C – Design Guidelines

C-1 – Travis Ranch Design Guidelines

C-2 – Travis Ranch Marina Design Guidelines

C-3 – Fieldcrest Design Guidelines

D – Certificate of Formation, Organizational Consent and Bylaws of the Association

18.8. INTERPRETATION. Whenever used in the Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

18.9. DURATION. Unless terminated or amended by Owners as permitted herein, the provisions of this Declaration shall run with and bind the Property, and will remain in effect initially for seventy-five (75) years from the date this Declaration is recorded, and shall automatically renew without any action from the Association for successive ten (10) year periods to the extent permitted by law, unless previously terminated in accordance with Section 15.7 hereof.

[Signature page follows this page]

SIGNED on this _____ day of _____, 20__.

DECLARANT:

CTMGT TRAVIS RANCH LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ the _____ of CTMGT TRAVIS RANCH LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said limited liability company and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this _____ day of _____, 20__.

Notary Public, State of Texas

[SEAL]

**SCHEDULE 7.11
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TRAVIS RANCH**

List of Approved Paint Colors and Stain

The following produced by Sherwin Williams:

Extra White (SW 7006)	Pavilion Beige (SW 7512)
Pure White (SW 7005)	Mindful Gray (SW 7016)
Dover White (SW 6385)	Anew Gray (SW 7030)
Alabaster (SW 7008)	Amazing Gray (SW 7044)
Medici Ivory (SW 7558)	Sensible Hue (SW 6198)
Panda White (SW 6147)	Dromedary Camel (SW 7694)
Nacre (SW 6154)	Avenue Tan (SW 7543)
Shoji White (SW 7042)	Deer Valley (SW 7720)
Eider White (SW 7014)	Ellie Gray (SW 7650)
Navajo White (SW 6126)	Dorian Gray (SW 7017)
Kestrel White (SW 7516)	Gray Area (SW 7052)
Irish Cream (SW 7537)	Functional Gray (SW 7024)
Crushed Ice (SW 7647)	Fawn Brindle (SW 7640)
Grecian Ivory (SW 7541)	Fenland (SW 7544)
Agreeable Gray (SW 7029)	San Antonio Sage (SW 7731)
Passive (SW 7064)	Tavern Taupe (SW 7508)
Useful Gray (SW 7050)	Artifact (SW 6138)
Repose Gray (SW 7015)	Quiver Tan (SW 6151)
Accessible Beige (SW 7036)	Cardboard (SW 6124)
Worldly Gray (SW 7043)	Virtual Taupe (SW 7039)
Kilim Beige (SW 6106)	Gauntlet Gray (SW 7019)
Lazy Gray (SW 6254)	Roycroft Brass (SW 2843)
Colonnade Gray (SW 7641)	Superior Bronze (SW 6152)
Light French Gray (SW 0055)	Burnished Brandy (SW 7523)
Shitake (SW 9173)	Homestead Brown (SW 7515)
Dhurrie Beige (SW 7524)	Pier (SW 7545)

APPENDIX "A"
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TRAVIS RANCH

REAL PROPERTY LEGAL DESCRIPTION

- Appendix A-1 Legal Description for Travis Ranch**
- Appendix A-2 Legal Description for Travis Ranch Marina**
- Appendix A-3 Legal Description for Fieldcrest**

[see attached]

APPENDIX "A-1"
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TRAVIS RANCH

REAL PROPERTY LEGAL DESCRIPTION OF TRAVIS RANCH

TRAVIS RANCH PHASE 2A (From Original Declaration)

A TRACT OF LAND SITUATED IN THE WM. CONNER SURVEY, ABSTRACT NO. 92, THE J. R. CONNER SURVEY, ABSTRACT NO. 100, AND THE G. R. PASCHALL SURVEY, ABSTRACT NO. 404, IN KAUFMAN COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 2399 ACRE TRACT OF LAND DESCRIBED IN DEED TO TRAVIS RANCH DEVELOPMENT, LP., RECORDED IN VOLUME 1991, PAGE 50, DEED RECORDS KAUFMAN COUNTY, TEXAS (D.R.K.C.T.) AND IN VOLUME 2518, PAGE 56 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS (D.R.R.C.T.). SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD WITH YELLOW CAP STAMPED "HALFF ASSOC. INC." FOUND FOR THE EAST CORNER OF A CALLED 16.228 ACRE TRACT OF LAND DESCRIBED IN DEED TO TRAVIS RANCH DEVELOPMENT, L.P., RECORDED IN VOLUME 2008, PAGE 508 D.R.K.C.T., SAID CORNER ALSO BEING IN THE WEST RIGHT-OF-WAY LINE OF FM 740 (90' WIDE RIGHT-OF-WAY), AND THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1717.97 FEET, A DELTA ANGLE OF 05°01'26", AND A LONG CHORD THAT BEARS S 24°43'47" W, A DISTANCE OF 150.59 FEET;

THENCE, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID FM 740, THE FOLLOWING COURSES:

SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 150.64 FEET TO A POINT FOR CORNER;

S 27°14'30" W, A DISTANCE OF 114.49 FEET TO A BROKEN CONCRETE HIGHWAY MONUMENT FOUND FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 11,414.91 FEET, A DELTA ANGLE OF 01°29'28", AND A LONG CHORD THAT BEARS S 27°59'14" W, A DISTANCE OF 297.07 FEET;

SOUTHWESTERLY, ALONG SAID TANGENT CURVE TO THE RIGHT, PASSING AT AN ARC LENGTH OF 259.37 FEET A 1/2" IRON ROD STAMPED "HALFF ASSOC. INC." FOUND FOR THE SOUTH CORNER OF SAID 16.228 ACRE TRACT, AND CONTINUING IN ALL A TOTAL ARC LENGTH OF 297.07 FEET TO A POINT FOR CORNER;

THENCE, DEPARTING THE SAID WEST RIGHT-OF-WAY LINE OF FM 740, OVER AND ACROSS SAID 2399 ACRE TRACT, THE FOLLOWING COURSES:

N 61°16'02" W, A DISTANCE OF 15.00 FEET TO A POINT FOR CORNER;

N 16°29'59" W, A DISTANCE OF 14.09 FEET TO A POINT FOR CORNER;

N 61°42'25" W, A DISTANCE OF 22.02 FEET TO A POINT FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 930.00 FEET, A DELTA ANGLE OF 16°22'40", AND

A LONG CHORD THAT BEARS N 53°31'05" W, A DISTANCE OF 264.93 FEET; NORTHWESTERLY, ALONG SAID TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 265.84 FEET TO A POINT FOR CORNER;

N 45°19'45" W, A DISTANCE OF 40.30 FEET TO A POINT FOR CORNER;

S 89°40'15" W, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

S 44°40'15" W, A DISTANCE OF 14.50 FEET TO A POINT FOR CORNER;

N 45°19'45" W, A DISTANCE OF 56.00 FEET TO A POINT FOR CORNER;

N 44°40'15" E, A DISTANCE OF 14.50 FEET TO A POINT FOR CORNER;

N 00°19'45" W, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

N 45°19'45" W, A DISTANCE OF 200.00 FEET TO A POINT FOR CORNER;

S 89°40'15" W, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

S 44°40'15" W, A DISTANCE OF 14.50 FEET TO A 5/8" IRON ROD CAPPED WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE **POINT OF BEGINNING**;

S 44°40'15" W, A DISTANCE OF 75.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 00°19'45" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 90.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 69.37 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 38°14'45" W, A DISTANCE OF 196.24 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 30°23'15" W, A DISTANCE OF 207.37 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 53°38' 10" W, A DISTANCE OF 178.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 172.04 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 402.41 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 30°23'15" W, A DISTANCE OF 57.11 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 59°36'45" E, A DISTANCE OF 30.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 30°23'15" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 59°36'45" W, A DISTANCE OF 131.98 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 73°03'21" W, A DISTANCE OF 13.56 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 572.00 FEET, A DELTA ANGLE OF 01°04'48", AND A LONG CHORD THAT BEARS S 24°40'59" W, A DISTANCE OF 10.78 FEET;

SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 10.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 65°51'25" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 628.00 FEET, A DELTA ANGLE OF 01°32'28", AND A LONG CHORD THAT BEARS N 24°54'49" E, A DISTANCE OF 16.89 FEET;

NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 16.89 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 16°44'10" W, A DISTANCE OF 14.66 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 59°36'45" W, A DISTANCE OF 151.62 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 578.00 FEET, A DELTA ANGLE OF 35°40'25", AND A LONG CHORD THAT BEARS N 41°46'33" W, A DISTANCE OF 354.09 FEET;

NORTHWESTERLY, ALONG SAID TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 359.88 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 23°56'20" W, A DISTANCE OF 249.11 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 572.00 FEET, A DELTA ANGLE OF 14°29'43", AND A LONG CHORD THAT BEARS N 31°11'11" W, A DISTANCE OF 144.32 FEET;

NORTHWESTERLY, ALONG SAID TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 144.71 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 38°26'03"W, A DISTANCE OF 18.30 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 51°33'57" W, A DISTANCE OF 668.42 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET IN A SOUTH LINE OF SAID 2399 ACRE TRACT AND THE COMMON NORTH LINE OF THE REMAINDER OF THAT TRACT QF LAND DESCRIBED IN DEED TO CLEMIL REALTY, INC., RECORDED IN VOLUME 543, PAGE 540, D.R.K.C.T.;

THENCE, N 52°55'23" W, ALONG SAID COMMON LINE, A DISTANCE OF 632.87 FEET TO A 5/8" IRON ROD CAPPED "CARTER BURGESS" SET FOR CORNER;

THENCE, DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID 2399 ACRE TRACT, THE FOLLOWING COURSES:

N 37°04'37" E, A DISTANCE OF 115.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 52°55'23" W, A DISTANCE OF 52.84 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 37°04'37" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 52°55'23" E, A DISTANCE OF 35.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 82°04'37" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 37°04'37" E, A DISTANCE OF 210.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 07°55'23" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 52°55'23" W, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 37°04'37" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 52°55'23" E, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 82°04'37" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 37°04'37" E, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 52°55'23" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 37°04'37" W, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 07°55'23" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 52°55'23" E, A DISTANCE OF 102.02 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 51°33'57" E, A DISTANCE OF 344.09 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 572.00 FEET, A DELTA ANGLE OF 05°38'10", AND A LONG CHORD THAT BEARS N 42°30'40" W, A DISTANCE OF 56.24 FEET;

NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 56.27 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 612.61 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 115.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 360.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 115.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 45.41 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 89°40'15" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 296.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 00°19'45" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 105.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N44°40'15" E, A DISTANCE OF 115.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 660.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 115.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S45°19'45" E, A DISTANCE OF 9.99 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 89°41'53" E, A DISTANCE OF 14.15 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 210.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 00°19'45" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 15.12 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S45°19'45" E, A DISTANCE OF 12.61 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 15°36'48", AND A LONG CHORD THAT BEARS S 68°12'21" E, A DISTANCE OF 13.58 FEET;

SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 13.63 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 109.72 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 406.73 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 00°19'45" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 14.52 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 14.52 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 89°40'15" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 1157.44 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 00°19'45" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 14.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 14.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 89°40'15" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 00°19'45" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 14.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 56.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 72.101 ACRES OF LAND, MORE OR LESS.

TRAVIS RANCH PHASE 3A (From Original Declaration)

A TRACT OF LAND SITUATED IN THE WM. CONNER SURVEY, ABSTRACT NO. 92, THE J. CANTER SURVEY, ABSTRACT NO. 85, THE G. R. PASCHALL SURVEY, ABSTRACT NO. 404, AND THE W. J. SWIFT SURVEY, ABSTRACT NO. 459, IN KAUFMAN COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 16.228 ACRE TRACT OF LAND DESCRIBED IN DEED TO TRAVIS RANCH DEVELOPMENT, LP., RECORDED IN VOLUME 2008, PAGE 508 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS (D.R.K.C.T.) AND THE REMAINDER OF A CALLED 2399 ACRE TRACT OF LAND DESCRIBED IN DEED TO TRAVIS RANCH DEVELOPMENT, LP., RECORDED IN VOLUME 1991, PAGE 50, D.R.K.C.T. AND IN VOLUME 2518, PAGE 56 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS (D.R.R.C.T.). SAID 60.521 ACRE (2,636,303 SQ. FT.) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD WITH YELLOW CAP STAMPED "HALFF ASSOC. INC." FOUND FOR A NORTHEAST CORNER OF SAID REMAINDER 2399 ACRE TRACT AND THE COMMON SOUTH CORNER OF A CALLED 13.429 ACRE TRACT OF LAND DESCRIBED IN DEED TO JIMMY DANIEL GREENHAW AND LYNNEA K. GREENHAW, HUSBAND AND WIFE, RECORDED IN VOLUME 1056, PAGE 803, D.R.K.C.T., SAID CORNER ALSO BEING IN THE WEST RIGHT-OF-WAY LINE OF FM 740 (90' WIDE RIGHT-OF-WAY);

THENCE, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID FM 740 THE FOLLOWING COURSES:

S 23°03'15" W, A DISTANCE OF 102.82 FEET TO A CONCRETE HIGHWAY MONUMENT FOUND FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1953.71 FEET, A DELTA ANGLE OF 04°42'00", AND A LONG CHORD THAT BEARS S 20°42'15" W, A DISTANCE OF 160.22 FEET;

SOUTHWESTERLY, ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 160.26 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "HALFF ASSOC. INC." FOUND;

S 18°21'15" W, A DISTANCE OF 388.40 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "HALFF ASSOC. INC." FOUND;

S 18°54'15"W, A DISTANCE OF 65.19 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE **POINT OF BEGINNING**;

S 18°54'15" W, A DISTANCE OF 234.72 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "HALFF ASSOC. INC." FOUND FOR CORNER;

S 18°34'15" W, A DISTANCE OF 362.93 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF ASSOC. INC." FOUND FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1717.97 FEET, A DELTA ANGLE OF 08°40'15", AND A LONG CHORD THAT BEARS S 22°54'22" W, A DISTANCE OF 259.74 FEET;

SOUTHWESTERLY, ALONG SAID TANGENT CURVE TO THE RIGHT, PASSING AT AN ARC LENGTH OF 109.35 FEET A 1/2" IRON ROD WITH YELLOW CAP STAMPED "HALFF ASSOC. INC." FOUND FOR A SOUTHEAST CORNER OF SAID 2399 ACRE TRACT AND THE COMMON EAST CORNER OF SAID 16.228 ACRE TRACT, AND CONTINUING IN ALL A TOTAL ARC

LENGTH OF 259.99 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 27°14'30" W, A DISTANCE OF 114.49 FEET TO A BROKEN CONCRETE HIGHWAY MONUMENT FOUND FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 11414.91 FEET, A DELTA ANGLE OF 00°26'30", AND A LONG CHORD THAT BEARS S 27°27'45" W, A DISTANCE OF 88.00 FEET;

SOUTHWESTERLY, ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 88.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

THENCE, DEPARTING SAID WEST RIGHT-OF-WAY LINE OF FM 740, OVER AND ACROSS SAID 2399 ACRE TRACT AND SAID 16.228 ACRE TRACT THE FOLLOWING COURSES:

N 62°19'00" W, A DISTANCE OF 15.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 11399.91 FEET, A DELTA ANGLE OF 00°10'12", AND A LONG CHORD THAT BEARS S 27°46'06" W, A DISTANCE OF 33.80 FEET;

SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 33.80 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 73°05'13" W, A DISTANCE OF 14.09 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 61°42'25" W, A DISTANCE OF 22.02 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET, A DELTA ANGLE OF 16°22'40", AND A LONG CHORD THAT BEARS N 53°31'05" W, A DISTANCE OF 220.78 FEET;

NORTHWESTERLY, ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 221.53 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 316.30 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 00°19'45" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 23.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'14" W, A DISTANCE OF 23.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 89°40'15" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 546.63 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 00°19'45" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 33.50 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 33.50 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 89°40'15" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 1028.45 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 00°19'45" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 33.50 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 61.50 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 00°19'45" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 89°40'15" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 110.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 581.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45"W, A DISTANCE OF 5.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 110.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 15.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 713.61 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°59'04" E, A DISTANCE OF 552.01 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 710.29 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 100.45 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 89°40'15" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 25.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 25.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 00°19'45" A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 89°40'15" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 00°19'45" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 89°40'15" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 00°19'45" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 25.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 25.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 89°40'15" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 105.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 308.37 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 62°53'42" E, A DISTANCE OF 182.66 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 71°25'45" E. A DISTANCE OF 332.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 60.521 ACRES (2,636,303 SQ. FT) OF LAND, MORE OR LESS.

TRAVIS RANCH PHASE 2C and 3D-1 (by Phase 2C and 3D-1 Supplemental Declaration) BEING a 47.257 acre tract of land situated in the William R. Conner Survey, Abstract No. 92 and the Solomon Woods Survey, Abstract No. 574, in the City of Dallas E.T.J., Kaufman County, Texas, being all of the 43.192 acre tract of land described in Correction Affidavit of Special Warranty Deed to CADG Travis Ranch, LLC recorded in Volume 5081, Page 451, of the Official Public Records of Kaufman County, Texas, and being all of a 4.066 acre tract of land conveyed to CADG Travis Ranch, LLC by Special Warranty Deed with Vendor's Lien of record in Volume 5210, Page 326 of said Official Public Records, said 47.257 acre tract of land being more particularly described as follows:

BEGINNING at a 5/ 8-inch iron rod with 3" aluminum cap stamped "TRAVIS RANCH PHASE 2C WESTWOOD PS" set for the southeast corner of a corner clip at the intersection of the south right-of-way line of Rains County Road (56' right-of-way) and the west right-of-way line of Farm to Market Road No. 740 (105' right-of-way at this location) as shown on the plat of Travis Ranch, Phase 2B, an addition to Kaufman County of record in Cabinet 2, Slide 749 of the Plat Records, Kaufman County, Texas, said rod being the most northerly northeast corner of said 4.066 acre tract;

THENCE along and with said F.M. 740 the following courses and distances:

South 30 degrees 13 minutes 15 seconds West, a distance of 16.40 feet to set 5/ 8-inch iron rod with 3" aluminum cap stamped "TRAVIS RANCH PHASE 2C, WESTWOOD PS";

South 59 degrees 46 minutes 31 seconds East, a distance of 15.00 feet to a 5/8-inch iron rod with a yellow cap stamped "Westwood PS" set;

Along said westerly right-of-way line with a non-tangent curve to the left having a radius of 1,477.41 feet and an arc length of 832.02 feet (chord bears South 14°04'56" West, 821.07 feet) to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set for corner;

South 02°03'03" East continuing along said west right-of-way line, a distance of 283.07 feet to a 1/2 inch iron rod found for the northeast corner of the called 1.500 acre tract of land conveyed to Mark Healey by deed of record in Volume 2959, Page 348 of said Official Public Records;

THENCE South 44°25'19" West with the northwesterly line of said Healey tract, passing the northwest corner of the 1.9965 acre tract of land conveyed to Edith Adele Anderson by deed of record in Volume 2459, Page 316, of said Official Public Records and continuing along the

westerly line thereof a total distance of 716.19 feet to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set for the southeast corner of the herein described 4 7 .257 acre tract;

THENCE over and across the 92.332 acre tract of land described as Exhibit "C" - Tract 1 in deed to CTMGT Travis Ranch LLC of record in Volume 3447, Page 61 of said Official Public Records and along the southwest line of said 43.192 acre tract the following calls and distances:

North 45°34'41" West a distance of 201.23 feet to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set for corner;

South 44°25'19" West a distance of 98.62 feet to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set for corner;

North 45°34'41" West a distance of 888.97 feet to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set for corner;

North 60°26'15" West a distance of 48.48 feet to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set for corner;

A non-tangent curve to the left having a radius of 258.00 feet and an arc length of 51.28 feet (chord bears North 20°57'06" East, 51.20 feet) to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set for corner;

North 15°15'26" East a distance of 38.77 feet to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set for corner;

North 74°44'34" West a distance of 166.00 feet to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set in the east line of the called 257.540 acre tract of land conveyed to Clements Ranch LLC by deed of record in Volume 4923, Pg. 31 of said Deed Records, for the west corner of the herein described 47.257 acre tract, said 5/8" rod lying North 15°15'26" East 63.57 feet from a 1/2" iron rod found at an angle point in the east line of said 257.540 acre tract and in the northwest line of said 92.332 acre tract;

THENCE North 15°15'26" East with said east line, a distance of 774.02 feet to a 1/2 inch iron rod found in the south line of Travis Ranch Phase 2B1, an addition to Kaufman County as shown by plat of record in Cabinet 3, Slide 283 of said Plat Records, said rod maintaining an angle point in said east line and in the west line of said 92.332 acre tract;

THENCE over and across said 92.332 acre tract and along the southerly and easterly line of said Travis Ranch Phase 2B1 the following calls and distances:

South 80°22'19" East a distance of 105.53 feet to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set for corner;

South 06°00'33" West a distance of 14.63 feet to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set for corner;

A tangent curve to the right having a radius of 202.00 feet and an arc length of 9.99 feet (chord bears South 07°25'34" West, 9.99 feet) to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set for corner;

South 81 °09'24" East a distance of 56.00 feet to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set for corner;

A non-tangent curve to the left having a radius of 258.00 feet and an arc length of 12.76 feet (chord bears North 07°25'34" East, 12.76 feet) to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set for corner;

North 06°00'33" East a distance of 111.30 feet to a 5/8" iron rod with 2" aluminum cap stamped "BLOCK BB, TR PH 2C WESTWOOD PS" set for corner;

North 52°49'07" East a distance of 13.69 feet to a 5/8" iron rod with 2" aluminum cap stamped "BLOCK BB, TR PH 2C WESTWOOD PS" set for corner;

South 80°22'19" East a distance of 12.00 feet to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set for corner;

North 09°37'41" East a distance of 56.00 feet to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set for corner;

North 80°22'19" West a distance of 15.54 feet to a 5/8" iron rod with 2" aluminum cap stamped "WESTWOOD PS BLOCK U, TR PH 2C" set for corner;

North 37°10'53" West a distance of 14.58 feet to a 5/8" iron rod with 2" aluminum cap stamped "BLOCK U, TR PH 2C WESTWOOD PS" set for corner;

North 06°00'33" East a distance of 100.17 feet to a 5/8 inch iron rod with yellow cap marked "WESTWOOD PS" set for corner;

South 80°22'19" East, at a distance of 110.42 feet passing a 5/8 inch iron rod with yellow plastic cap marked "WESTWOOD PS" found for the southwest corner of Lot 15, Block U of said Travis Ranch Phase 2B, continuing a total distance of 202.45 feet to a 5/8 inch iron rod with yellow plastic cap stamped "CARTER BURGESS" found for corner;

THENCE continuing along the southerly line of said Travis Ranch Phase, 2B the following calls and distances:

South 62°22'47" East a distance of 70.21 feet to a 5/8 inch iron rod with yellow plastic cap stamped "CARTER BURGESS" found for corner;

South 45°34'41" East a distance of 230.53 feet to a 5/8 inch iron rod with yellow plastic cap stamped "CARTER BURGESS" found for corner;

A non-tangent curve to the left having a radius of 296.00 feet and an arc length of 152.43 feet (chord bears North 20°45'44" East, 150.75 feet) to a 5/8 inch iron rod with yellow plastic cap stamped "CARTER BURGESS" found for corner;

North 06°00'33" East a distance of 20.77 feet to a 5/8 inch iron rod with yellow plastic cap stamped "CARTER BURGESS" found for corner;

South 83°59'27" East a distance of 56.00 feet to a 5/8 inch iron rod with yellow plastic cap stamped "CARTER BURGESS" found for corner;

North 06°00'33" East a distance of 12.00 feet to a 5/8 inch iron rod with yellow plastic cap stamped "CARTER BURGESS" found for corner;

North 51°00'33" East a distance of 14.14 feet to a 5/8 inch iron rod with yellow plastic cap stamped "CARTER BURGESS" found for corner;

South 83°59'27" East a distance of 200.00 feet to a 5/8 inch iron rod with yellow plastic cap stamped "CARTER BURGESS" found for corner;

South 38°59'27" East a distance of 14.14 feet to a 5/8 inch iron rod with yellow plastic cap stamped "CARTER BURGESS" found for corner;

South 06°00'33" West a distance of 12.00 feet to a 5/8 inch iron rod with yellow plastic cap stamped "CARTER BURGESS" found for corner;

South 83°59'27" East a distance of 56.00 feet to a 5/8 inch iron rod with yellow plastic cap stamped "CARTER BURGESS" found for corner;

North 06 degrees 00 minutes 33 seconds East, a distance of 12.00 feet to a 5/8-inch iron rod with cap stamped "Carter Burgess" found in the intersection of the east right of way of Grimes Drive (56' right-of-way) and the south right-of-way line of said Rains County Road and being the southwest corner of the east corner clip;

North 51 degrees 00 minutes 51 seconds East, a distance of 14.14 feet to a 5/8-inch iron rod with cap stamped "carter Burgess" found in the northeast corner of said corner clip, same being the most northerly northwest corner of said 4.066 acre tract;

South 83 degrees 59 minutes 09 seconds East, a distance of 193.76 feet to a set 5/8-inch iron rod with cap stamped "Westwood PS";

Along a tangent curve to the right, having a radius of 572.00 feet and an arc length of 241.66 feet (chord bears South 71 degrees 52 minutes 57 seconds East, 239.87 feet) to a set 5/8-inch iron rod with cap stamped "Westwood PS";

South 59 degrees 46 minutes 45 seconds East, a distance of 77 .46 feet to a set 5/8-inch iron rod with cap stamped "Westwood PS";

South 14 degrees 46 minutes 45 seconds East, a distance of 14.13 feet to the **POINT-OF-BEGINNING**, containing **2,058,523 square feet or 47.257 acres** of land more or less.

PHASE #D-1

BEING a 14.518 acre tract of land situated in the City of Dallas, Extra Territorial Jurisdiction, Kaufman County, Texas, being a part of the G.R. Paschal Survey, Abstract No. 404 and being a part of those tracts of land described in Special Warranty Deed with Vendor's Lien to CTMGT Travis Ranch 3D-1 FL-2, LLC, recorded in Volume 4823, Page 447, of the Deed Records, Kaufman County, Texas, and in Special Warranty Deed with Vendor's Lien to CTMGT Travis Ranch LLC, recorded in Volume 3447, Page 61 of the Deed Records, Kaufman County, Texas, said 14.518 acre tract of land being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found in the northwesterly right-of-way line of Mule Deer Road (56' right-of-way) for the southerly corner of Lot 1, Block H of Travis Ranch, Phase 3A, an addition to Kaufman County, Texas, as shown by plat of record in Cabinet 2, Page 613, of the Plat Records, Kaufman County, Texas;

THENCE along the common northwesterly right-of-way of Mule Deer Road and a southeasterly line of the herein described tract the following calls and distances:

South 44 degrees 40 minutes 15 seconds West, a distance of 100.00 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner;

South 89 degrees 40 minutes 15 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner;

North 45 degrees 19 minutes 45 seconds West, a distance of 10.00 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner;

South 44 degrees 40 minutes 15 seconds West, a distance of 56.00 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner;

South 45 degrees 19 minutes 45 seconds East, a distance of 10.00 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner;

South 00 degrees 19 minutes 45 seconds East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner;

South 44 degrees 40 minutes 15 seconds West, a distance of 95.00 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner;

South 89 degrees 40 minutes 15 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner in the northeasterly right-of-way of Travis Ranch Boulevard;

THENCE North 45 degrees 19 minutes 45 seconds West, continuing along the northeasterly right-of-way of said Travis Ranch Boulevard (44.5' R.O.W.), a distance of 752.00 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner;

THENCE North 00 degrees 19 minutes 45 seconds West, departing said right-of-way line a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner;

THENCE North 44 degrees 40 minutes 15 seconds East, a distance of 33.50 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner;

THENCE North 45 degrees 19 minutes 45 seconds West, a distance of 56.00 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner;

THENCE North 44 degrees 40 minutes 15 seconds East, a distance of 61.50 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE North 00 degrees 19 minutes 44 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE North 45 degrees 19 minutes 45 seconds West, a distance of 12.00 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE North 44 degrees 40 minutes 15 seconds East, a distance of 56.00 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE South 45 degrees 19 minutes 45 seconds East, a distance of 12.00 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE North 89 degrees 40 minutes 15 seconds East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE North 44 degrees 40 minutes 15 seconds East, a distance of 200.00 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE North 00 degrees 19 minutes 44 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE North 45 degrees 19 minutes 45 seconds West, a distance of 12.00 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE North 44 degrees 40 minutes 15 seconds East, a distance of 56.00 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE South 45 degrees 19 minutes 45 seconds East, a distance of 12.00 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE North 89 degrees 40 minutes 15 seconds East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE North 44 degrees 40 minutes 15 seconds East, a distance of 200.00 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE North 00 degrees 19 minutes 44 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE North 45 degrees 19 minutes 45 seconds West, a distance of 12.00 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE North 44 degrees 40 minutes 15 seconds East, a distance of 56.00 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE South 45 degrees 19 minutes 45 seconds East, a distance of 12.00 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE North 89 degrees 40 minutes 15 seconds East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner;

THENCE North 44 degrees 40 minutes 15 seconds East, a distance of 75.00 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found in the northwest line of Sage Brush Drive, for the westerly corner of Travis Ranch, Phase 3B, an addition to Kaufman County, Texas, as shown by plat of record in Cabinet 2, Page 748 of said Plat Records;

THENCE along the southwesterly line of said Travis Ranch, Phase 3B, the following calls and distances:

South 45 degrees 19 minutes 45 seconds East, along the terminus of Sage Brush Drive, a distance of 56.00 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner, being on the southeast line of Sage Brush Drive;

North 44 degrees 40 minutes 15 seconds East, along the southeast line of Sage Brush Drive, a distance of 25.00 feet to a 5/8 inch iron rod with plastic cap stamped "WESTWOOD PS" set for corner, being the westerly corner of Lot 26, Block H of said Travis Ranch, Phase 3B;

South 45 degrees 19 minutes 45 seconds East, a distance of 455.00 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner;

South 61 degrees 30 minutes 05 seconds East, a distance of 104.12 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner;

South 45 degrees 19 minutes 45 seconds East, a distance of 107 .00 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner, being an ell corner in the northwest line of aforementioned Travis Ranch, Phase 3A;

THENCE along the westerly line of aforementioned Travis Ranch, Phase 3A, the following courses and distances:

South 44 degrees 40 minutes 15 seconds West, a distance of 581.00 feet to a 5/8 inch iron rod with plastic cap stamped "CARTER BURGESS" found for corner;

South 45 degrees 19 minutes 45 seconds East, a distance of 110.00 feet to the **POINT OF BEGINNING** and containing **632,396 square feet or 14.518 acres** of land.

TRAVIS RANCH MODEL PARK AND PHASE 3D-2 (by Model Park and Phase 3D-2 Supplemental Declaration)

MODEL PARK:

WHEREAS 2M TR Model Park, LLC is the sole owner of an 8.165 acre tract of land situated in the Extra Territorial Jurisdiction of the City of Dallas, Kaufman County, Texas, being a part of the William Conner Survey, Abstract No. 92 and being all of the 8.137 acre tract of land conveyed to 2M TR Model Park, LLC by a Special Warranty Deed with Vendor's Lien of record in Volume 5445, Page 410 of the Official Public Records of Kaufman County, Texas, and being the right-of-way of Bosque Court, as created in Travis Ranch, Phase 2A, an addition to Kaufman County, Texas, according to the plat of record in Cabinet 2, Page 615, of the Plat Records of Kaufman County, Texas, said 8.165 tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set in the northeast line of Block A, of Travis Ranch Phase 2B, an addition to Kaufman County, Texas, according to the plat of record in Volume 2, Page 612 of the Plat Records of Kaufman County, Texas, at the south corner of Lot 7, Block A, of said Travis Ranch Phase 2A;

THENCE Northeasterly, with the southeast line of said Block A, the following courses and distances:

North 30 degrees 23 minutes 15 seconds East, a distance of 207.37 feet to a 5/8" iron rod with a yellow cap stamped "CARTER BURGESS" found for corner;

North 38 degrees 14 minutes 45 seconds East, a distance of 196.24 feet to a 5/8" iron rod with a yellow cap stamped "CARTER BURGESS" found for corner;

North 44 degrees 40 minutes 15 seconds East, a distance of 69.37 feet to a 5/8" iron rod found for corner;

North 45 degrees 19 minutes 45 seconds West, at 90.00 feet passing the southeast terminus of said Bosque Court (56-feet wide), continuing a total distance of 100.00 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set at the east end of corner clip between the southwest right-of-way line of said Bosque Court, with the east right-of-way line of Morris Ranch Court (56-feet wide);

South 89 degrees 40 minutes 15 seconds West, a distance of 14.14 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set at the west end of said corner clip at the intersection of the said southwest line of Bosque Court with the said east right-of-way line of Morris Ranch Court, said rod being the west corner of the herein described tract;

THENCE North 44 degrees 40 minutes 15 seconds East, leaving said southwest line of Bosque Court, with the said east line of Morris Ranch Court, a distance of 166.00 feet to a mag nail with a 2" metal washer stamped "TRAVIS RANCH, WESTWOOD PS" set at the west end of a corner clip at the intersection of said east line of Morris Ranch Court and the southwest right-of-way line of Travis Ranch Boulevard;

THENCE North 89 degrees 40 minutes 15 seconds East, with said corner clip, a distance of 14.14 feet to a 5/8" iron rod with a 2" aluminum disk stamped "BLOCK PP, TRMP, WESTWOOD PS" set for corner in the said southwest line of Travis Ranch Boulevard;

THENCE southeasterly, with said southwest line of Travis Ranch Boulevard, the following courses and distances:

South 45 degrees 19 minutes 45 seconds East, a distance of 200.00 feet to a 5/8" iron rod with a 2" aluminum disk stamped "BLOCK PP, TRMP, WESTWOOD PS" set for corner;

South 00 degrees 19 minutes 45 seconds East, a distance of 14.14 feet to a 5/8" iron rod with a 2" aluminum disk stamped "BLOCK PP, TRMP, WESTWOOD PS" set for corner at the north end of a corner clip;

South 44 degrees 40 minutes 15 seconds West, with said corner clip, a distance of 14.50 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set corner;

South 45 degrees 19 minutes 45 seconds East, a distance of 56.00 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set for corner;

North 44 degrees 40 minutes 15 seconds East, a distance of 14.50 feet to a mag nail with a 2" metal waster stamped "TRAVIS RANCH, WESTWOOD PS" set at the west end of a corner clip;

North 89 degrees 40 minutes 15 seconds East, with said corner clip, a distance of 14.14 feet to a 5/8" iron rod with a 2" aluminum disk stamped "BLOCK 00, TRMP, WESTWOOD PS" set at the north corner of the herein described tract;

South 45 degrees 19 minutes 45 seconds East, a distance of 40.30 feet to a 5/8" iron rod with a yellow cap stamped "CARTER BURGESS" found for corner;

Along a curve to the left having a radius of 930.00 feet, and an arc length of 265.84 feet (chord bears South 53 degrees 31 minutes 05 seconds East, 264.93 feet) to a 5/8" iron rod with a 2" aluminum disk stamped "BLOCK 00, TRMP, WESTWOOD PS" set for corner;

South 61 degrees 42 minutes 25 seconds East, a distance of 22.02 feet to a 5/8" iron rod with a 2" aluminum disk stamped "BLOCK 00, TRMP, WESTWOOD PS" set at the north end of a corner clip;

South 16 degrees 29 minutes 59 seconds East, with said corner clip, a distance of 14.09 feet to a 5/8" iron rod with a 2" aluminum disk stamped "BLOCK 00, TRMP, WESTWOOD PS" set for corner;

South 61 degrees 16 minutes 02 seconds East, a distance of 15.00 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set for corner at the intersection of the said southwest line with the northwest right-of-way line of F.M. 740, said rod being the east corner of the herein described tract;

THENCE with said northwest line and along a non-tangent curve to the right having a radius of 11,414.91 feet, and an arc length of 329.68 feet (chord bears South 29 degrees 33 minutes 36 seconds West, 329.67 feet) to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set for corner;

THENCE South 30 degrees 23 minutes 15 seconds West, continuing with said northwest line, a distance of 210.34 feet to a 5/8" iron rod with a yellow cap stamped "CARTER BURGESS" found for corner in the said northeast line of Block A, Travis Ranch Phase 2B, at the south corner of the herein described tract;

THENCE North 59 degrees 36 minutes 45 seconds West, with said northeast line, a distance of 610.00 feet to the POINT-OF-BEGINNING, containing 355,651 square feet or 8.165 acres of land.

PHASE 3D-1:

Travis Ranch, Phase 3D-1 an addition in Kaufman County, Texas, according to the plat of record in Cabinet 3, Page 336 of said Plat Records.

PHASE 3D-2:

WHEREAS, CTMGT Travis Ranch LLC is the sole owner of a 25.070 acre tract of land situated in the City of Dallas, Extra Territorial Jurisdiction, Kaufman County, Texas, being a part of the George R. Paschal Survey, Abstract No. 404, and being a part of the called 471.302 acre (Tract 1) of land conveyed to CTMGT Travis Ranch LLC by Special Warranty Deed with Vendor's Lien of record in Volume 344 7, Page 61 of the Deed Records, Kaufman County, Texas, said 25 .070 acre tract of land being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set in the south line of the 105.972 acre tract of land conveyed to DRH Land Opportunities I, Inc., by deed of record in Volume 5055, Page 522, of said Deed Records, being the northwest corner of Travis Ranch, Phase 3B, an addition according to plat recorded in Cabinet 2, Slide 748 of the Plat Records of Kaufman County, Texas;

THENCE along the common line of said Travis Ranch, Phase 3B and CTMGT Travis Ranch LLC, the following courses and distances:

South 01 degrees 06 minutes 27 seconds East, a distance of 110.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 88 degrees 53 minutes 33 seconds West, a distance of 142.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 01 degrees 06 minutes 27 seconds East, a distance of 56.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

North 88 degrees 53 minutes 33 seconds East, a distance of 25.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 01 degrees 06 minutes 27 seconds East, a distance of 263.37 feet to a fence corner post found for corner;

South 23 degrees 51 minutes 21 seconds East, a distance of 82.53 feet to a fence corner post found for corner;

South 45 degrees 19 minutes 45 seconds East, a distance of 255 .00 feet to a 5/8-inch capped iron rod stamped "Carter Burgess" found in the northwest right-of-way line of Sage Brush Drive (a 56' wide right-of-way), for the south corner of Lot 1, Block Q, of said TRAVIS RANCH, PHASE 3B;

THENCE continuing with said common line and the said northwest line of Sage Brush Drive, the following courses and distances:

South 44 degrees 40 minutes 15 seconds West, a distance of 100.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 89 degrees 40 minutes 15 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

North 45 degrees 19 minutes 45 seconds West, a distance of 10.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 44 degrees 40 minutes 15 seconds West, a distance of 56.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 45 degrees 19 minutes 45 seconds East, a distance of 10.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 00 degrees 19 minutes 45 seconds East, a distance of 14.14 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE South 44 degrees 40 minutes 15 seconds West, 125.00 feet passing the southwest corner of said Travis Ranch, Phase 3B and the north corner of Travis Ranch, Phase 3D 1 an addition in Kaufman County, Texas, according to the plat of record in Cabinet 3, Page 336 of said Plat Records, in all a total distance of 200.00 to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" found for corner;

THENCE departing said common line, and continuing with said northwest line of Sage Brush Drive and over and across said CTMGT Travis Ranch LLC tract, and along the northwest line of said Travis Ranch, Phase 3D 1, the following courses and distances:

South 89 degrees 40 minutes 15 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" found for corner;

North 45 degrees 19 minutes 45 seconds West, a distance of 12.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 44 degrees 40 minutes 15 seconds West, a distance of 56.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 45 degrees 19 minutes 45 seconds East, a distance of 12.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 00 degrees 19 minutes 44 seconds East, a distance of 14.14 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 44 degrees 40 minutes 15 seconds West, a distance of 200.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 89 degrees 40 minutes 15 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

North 45 degrees 19 minutes 45 seconds West, a distance of 12.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 44 degrees 40 minutes 15 seconds West, a distance of 56.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 45 degrees 19 minutes 45 seconds East, a distance of 12.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 00 degrees 19 minutes 44 seconds East, a distance of 14.14 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 44 degrees 40 minutes 15 seconds West, a distance of 200.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 89 degrees 40 minutes 15 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

North 45 degrees 19 minutes 45 seconds West, a distance of 12.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 44 degrees 40 minutes 15 seconds West, a distance of 56.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 45 degrees 19 minutes 45 seconds East, a distance of 12.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 00 degrees 19 minutes 44 seconds East, a distance of 14.14 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 44 degrees 40 minutes 15 seconds West, 61.50 feet to the line of Travis Ranch Boulevard Stage 2, an addition according to plat recorded in Cabinet 3, Slide 86 of said Plat Records, in all a total distance of 95.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE South 89 degrees 40 minutes 15 seconds West, along a corner clip of Travis Ranch Boulevard (a 44.5' wide right-of-way), a distance of 14.14 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE North 45 degrees 19 minutes 45 seconds West, along the northeast line of said Travis Ranch Boulevard, a distance of 735.00 feet to a found 5/8 inch capped iron rod stamped "Carter Burgess" at the south corner of said DRH Land Opportunities I, Inc. tract, from which a 5/8-inch capped iron rod stamped "Carter Burgess" bears North 45 degrees 19 minutes 45 seconds West, a distance of 110.00 feet;

THENCE departing said Travis Ranch Boulevard and along the east line and south line of said DRH Land Opportunities, I, Inc. tract, the following courses and distances:

North 44 degrees 40 minutes 15 seconds East, a distance of 399.91 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

North 01 degrees 06 minutes 27 seconds West, a distance of 232.85 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

North 12 degrees 50 minutes 40 seconds East, a distance of 67.36 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

North 29 degrees 15 minutes 31 seconds East, a distance of 406.40 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

North 88 degrees 53 minutes 33 seconds East, a distance of 713.31 feet to the POINT OF BEGINNING, containing 1,092,068 square feet or 25.070 acres of land

TRAVIS RANCH PHASE 3E (by Phase 3E Supplemental Declaration):

Travis Ranch Phase E, an addition to Kaufman County, Texas, according to the plat of record in Cabinet 3, Page 475 (Volume 5951, Page 122 and Document No. 2019-0005111), of the Plat Records of Kaufman County, Texas.

TRAVIS RANCH PHASE 2D (by Phase 2D Supplemental Declaration)

WHEREAS CTMGT Travis Ranch LLC is the sole owner of an 18.038 acre tract of land situated in the Extra Territorial Jurisdiction of the City of Dallas, Kaufman County, Texas, being a part of the John R. Conner Survey, Abstract No. 100 and the George Paschal Survey, Abstract No. 404 and being a part of the 471.302 acre tract of land (Tract 1) described in Special Warranty Deed with Vendor's Lien to CTMGT Travis Ranch LLC of record in Volume 3447, Page 61 of the Deed Records, Kaufman County, Texas, said 18.038 acre tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found in the southwest right of way line of Luckenbach Drive (56 feet wide) at the north corner of Lot 33, Block M, of Travis Ranch Phase 2A, an addition to Kaufman County, Texas, according to the plat of record in Volume 2, Page 612, of the Plat Records of Kaufman County, Texas;

THENCE South 44 degrees 40 minutes 15 seconds West, a distance of 115.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found in the northeast line of a 32.280 acre tract of land in Tract Two conveyed to Pulte Homes of Texas, L.P. by Special Warranty Deed of record in Volume 5517, Page 400, of the Official Public Records of Kaufman County, Texas, said point being at the west corner of said Lot 33;

THENCE with the northeast line of said 32.280 acre tract the following courses and distances:

North 45 degrees 19 minutes 45 seconds West, a distance of 360.80 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set at the south corner of the herein described 18.038 acre tract;

North 29 degrees 15 minutes 49 seconds East, a distance of 109.29 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set for corner;

North 60 degrees 44 minutes 11 seconds West, a distance of 56.00 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set at the east corner of the herein described 18.038 acre tract;

North 29 degrees 15 minutes 49 seconds East, a distance of 40.59 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set;

North 60 degrees 44 minutes 11 seconds West, a distance of 116.31 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set at the north corner of said 32.580 acre tract, and being the west corner of the herein described 18.038 acre tract;

THENCE North 29 degrees 15 minutes 12 seconds East, over and across said 471.302 acre tract, at 792.70 feet passing the southeast corner of a 51.343 acre tract of land conveyed to Travis Ranch Marina, LLC of by deed of record in Volume 4978, Page 356 of said Official Public Records, continuing with the southeast line of said 51.343 acre tract, a total distance of 1,084.31 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set for corner in the southwest right-of-way line of Travis Ranch Boulevard (variable width) at the north corner of the herein described 18.038 acre tract;

THENCE in a southeasterly direction with said southwest line, the following courses and distances:

South 45 degrees 19 minutes 45 seconds East, a distance of 819.59 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the north end of a corner clip;

South 00 degrees 19 minutes 45 seconds East, a distance of 14.14 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner;

South 44 degrees 40 minutes 15 seconds West, a distance of 33.50 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner;

South 45 degrees 19 minutes 45 seconds East, a distance of 56.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner in the northwest line of a 10.522 acre tract of land in Tract One conveyed to said Pulte Homes of Texas, L.P. by Special Warranty Deed of record in Volume 5517, Page 400, of the Official Public Records of Kaufman County, Texas;

THENCE South 44 degrees 40 minutes 15 seconds West, leaving said southwest line, and along the said northwest line of the 10.522 acre tract, a distance of 623.50 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner at the northeast terminus of the right-of-way line of Callahan Drive, (56 feet wide);

THENCE North 45 degrees 19 minutes 45 seconds West, a distance of 56.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner at the northwest terminus of said Callahan Drive, said rod being in a northwest line of said Travis Ranch, Phase 2A;

THENCE in a southwesterly direction with said northwest line of Travis Ranch, Phase 2A, the following courses and distances:

South 44 degrees 40 minutes 15 seconds West with the northwest line Callahan Drive, a distance of 296.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner in the northwest line of said Travis Ranch, Phase 2A, at the intersection of the said northwest line with the northeast line of said Luckenbach Drive, said rod being the east end of a corner clip;

South 89 degrees 40 minutes 15 seconds West, with said corner clip, a distance of 14.14 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner in said northeast line;

North 45 degrees 19 minutes 45 seconds West, a distance of 10.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the northwest terminus of said Luckenbach Drive;

South 44 degrees 40 minutes 15 seconds West, a distance of 56.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner at the southwest terminus of said Luckenbach Drive;

South 45 degrees 19 minutes 45 seconds East, with said southwest line of Luckenbach Drive, a distance of 45.41 feet to the **POINT-OF-BEGINNING**, containing **785,752 square feet or 18.038 acres of land**.

TRAVIS RANCH PHASE 2E (by Phase 2E Supplemental Declaration)

TRACT ONE (Phase 2E):

BEING a 10.522 acre tract of land situated in the Extra Territorial Jurisdiction of the City of Dallas, Kaufman County, Texas, being a part of the John R. Conner Survey, Abstract No. 100 and the George Paschal Survey, Abstract No. 404, and being a part of the 471.302 acre tract of land conveyed to CTMGT Travis Ranch LLC by Special Warranty Deed with Vendor's Lien of record in Volume 3447, Page 61, of the Official Public Records of Kaufman County, Texas, said 10.522 acre tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found in the northeast right of way line of Trickham Drive, (56 feet wide), at the west corner of Lot 37, Block K, Travis Ranch, Phase 2A, an addition to Kaufman County, Texas, according to the plat of record in Volume 2, Page 612, Plat Records of Kaufman County, Texas;

THENCE North 45 degrees 19 minutes 45 seconds West with said northeast line, a distance of 105.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner at the south end of a corner clip at the intersection of said northeast line with the southeast right-of-way line of Callahan Drive, (56 feet wide);

THENCE North 00 degrees 19 minutes 45 seconds West with said corner clip, a distance of 14.14 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner in said southeast line;

THENCE North 44 degrees 40 minutes 15 seconds East over and across said 471.302 acre tract, a distance of 667.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the west end of a corner clip in the southwest right-of-way line of Travis Ranch Boulevard, (155 feet wide);

THENCE North 89 degrees 40 minutes 15 seconds East with said corner clip, a distance of 14.14 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner in said southwest line;

THENCE South 45 degrees 19 minutes 45 seconds East with said southwest line, a distance of 775.01 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the north corner of Lot 14, Block I, of said Travis Ranch, Phase 2A, said rod being the east corner of the herein described 10.522 acre tract;

THENCE along the northerly line of said Travis Ranch, Phase 2A, the following calls and distances:

South 44 degrees 40 minutes 15 seconds West, with the northwest line of said Lot 14, a distance of 109.72 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner in the northerly right-of-way line of Vanderpool Drive, (56-foot wide), and being the northerly line of said Travis Ranch, Phase 2A;

Along a non-tangent curve to the left having a radius of 50.00 feet, and an arc length of 13.63 feet (chord bears North 68 degrees 12 minutes 21 seconds West, 13.58 feet);

North 45 degrees 19 minutes 45 seconds West, a distance of 12.61 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the northwest terminus of Vanderpool Drive, (56 feet wide);

South 44 degrees 40 minutes 15 seconds West, a distance of 56.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found;

South 45 degrees 19 minutes 45 seconds East, a distance of 15.12 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found;

South 00 degrees 19 minutes 45 seconds East, a distance of 14.14 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found;

South 44 degrees 40 minutes 15 seconds West, a distance of 210.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the east end of a corner clip in the intersection of said northwest line Vanderpool Drive, with the northeast right-of-way line of Spofford Drive, (56 feet wide);

THENCE westerly, continuing with said the northerly line of said Travis Ranch, Phase 2A, and leaving said northwest line of Vanderpool Drive, the following calls and distances:

South 89 degrees 41 minutes 53 seconds West, a distance of 14.15 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner in said northeast line, at the west end of said corner clip;

North 45 degrees 19 minutes 45 seconds West, a distance of 10.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the northwest terminus of said Vanderpool Drive;

South 44 degrees 40 minutes 15 seconds West, a distance of 56.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the southwest terminus of said Vanderpool Drive;

South 45 degrees 19 minutes 45 seconds East, a distance of 10.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the north corner of Lot 15, of said Block K;

South 44 degrees 40 minutes 15 seconds West, a distance of 115.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the west corner of said Lot 15, said rod being the south corner of the herein described 10.522 acre tract;

North 45 degrees 19 minutes 45 seconds West, with the northeast line of Block K, a distance of 660.01 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the north corner of said Lot 37;

South 44 degrees 40 minutes 15 seconds West, with the northwest line of said Lot 37, a distance of 115.00 feet to the **POINT-OF-BEGINNING**, containing **458,336 square feet or 10.522 acres of land**.

TRACT TWO (Phase 2E):

BEING a 32.280 acre tract of land situated in the Extra Territorial Jurisdiction of the City of Dallas, Kaufman County, Texas, being a part of the John R. Conner Survey, Abstract No. 100 and being a part of the 471.302 acre tract of land conveyed to CTMGT Travis Ranch LLC by Special Warranty Deed with Vendor's Lien of record in Volume 3447, Page 61, of the Official Public Records of Kaufman County, Texas, said 32.280 acre tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found in the southwest right-of-way line of Castroville Drive (56 feet wide), at the north corner of Lot 19, Block F, Travis Ranch, Phase 2A, an addition to Kaufman County, Texas, according to the plat of record in Volume 2, Page 612, Plat Records of Kaufman County, Texas;

THENCE South 37 degrees 04 minutes 37 seconds West, a distance of 115.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found in the northeast line of a 257.540 acre tract of

land conveyed to Clements Ranch, LLC by deed of record in Volume 4923, Page 31, of said Official Public Records;

THENCE North 52 degrees 55 minutes 23 seconds West, with said northeast line, a distance of 310.82 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner;

THENCE North 89 degrees 57 minutes 41 second West, with the north line of said 257.540 acre tract, a distance of 1,010.63 feet to a 5/8 11 iron rod with a yellow cap stamped "WESTWOOD PS" set in the southeast line of the 50' wide easement granted to Lone Star Gas by deed of record in Volume 514, Page 374, of the Deed Records of Kaufman County, Texas, said rod being the west corner of the herein described 32.280 acre tract;

THENCE over and across said 471.302 acre tract, the following calls and distances:

North 29 degrees 14 minutes 42 seconds East, with said southeast line, a distance of 1,121.76 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set for corner;

North 29 degrees 15 minutes 12 seconds East, continuing with said southeast line, a distance of 489.60 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set at the northwest corner of the herein described 32.280 acre tract;

South 60 degrees 44 minutes 11 seconds East, a distance of 116.31 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set;

South 29 degrees 15 minutes 49 seconds West, a distance of 40.59 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set;

South 60 degrees 44 minutes 11 seconds East, a distance of 56.00 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set;

South 29 degrees 15 minutes 49 seconds West, a distance of 109.29 feet to a 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" set;

South 45 degrees 19 minutes 45 seconds East, a distance of 720.80 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the south corner of Lot 28, Block M, Travis Ranch, Phase 2A;

THENCE North 44 degrees 40 minutes 15 seconds East, a distance of 115.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found in the southwest right-of-way line of Luckenbach Drive, (56 feet wide), at the east corner of said Lot 28;

THENCE South 45 degrees 17 minutes 47 seconds East, with said southwest line, a distance of 632.99 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found;

THENCE along said southwest line and a non-tangent curve to the right having a radius of 572.01 feet, and an arc length of 35.87 feet (chord bears South 41 degrees 29 minutes 23 seconds East, 35.87 feet) to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the north corner of Lot 1, Block M, said rod being the northeast corner of the herein described 32.280 acre tract;

THENCE southerly with the southerly west line of said Travis Ranch, Phase 2A, the following calls and distances:

South 51 degrees 33 minutes 57 seconds West, a distance of 344.09 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found in the northeast right-of-way line of Rio Frio Drive, (56 feet wide), at the west corner of Lot 5, of said Block M;

North 52 degrees 55 minutes 23 seconds West, with said northeast line, a distance of 102.02 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the south end of a corner clip in the intersection of said northeast line with the southeast right-of-way line of Brazoria Road, (56 feet wide);

North 07 degrees 55 minutes 23 seconds West, with said corner clip, a distance of 14.14 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner in said southeast line;

North 37 degrees 04 minutes 37 seconds East, a distance of 10.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the northeast terminus of said Brazoria Road;

North 52 degrees 55 minutes 23 seconds West, a distance of 56.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the northwest terminus of said Brazoria Road;

South 37 degrees 04 minutes 37 seconds West, a distance of 10.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the east end of a corner clip in the intersection of the northwest line of said Brazoria Road, with the said northeast line of Rio Frio Drive;

South 82 degrees 04 minutes 37 seconds West, with said corner clip a distance of 14.14 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner in said northeast line;

North 52 degrees 55 minutes 23 seconds West, a distance of 10.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner at the northwest terminus of said Rio Frio Drive;

South 37 degrees 04 minutes 37 seconds West, a distance of 56.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner at the southwest terminus of said Rio Frio Drive;

South 52 degrees 55 minutes 23 seconds East, a distance of 10.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found at the north end of a corner clip in the intersection of the southwest line of Rio Frio Drive, with the said northwest line of Brazoria Road;

South 07 degrees 55 minutes 23 seconds East, a distance of 14.14 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner in said northwest line;

South 37 degrees 04 minutes 37 seconds West, a distance of 210.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner at the east end of a corner clip in the intersection of the said northwest line with the northeast line of said Castroville Drive;

South 82 degrees 04 minutes 37 seconds West, with said corner clip, a distance of 14.14 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner in said northeast line;

North 52 degrees 55 minutes 23 seconds West, a distance of 35.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner at the northwest terminus of said Castroville Drive;

South 37 degrees 04 minutes 37 seconds West, a distance of 56.00 feet to a 5/8" iron rod with a yellow cap stamped "CARTER AND BURGESS" found for corner at the southwest terminus of said Castroville Drive;

South 52 degrees 55 minutes 23 seconds East, with the said southwest line of Castroville Road, a distance of 52.84 feet to the **POINT-OF-BEGINNING**, containing 1,406,096 square feet or 32.280 acres of land.

TRAVIS RANCH PHASE 2G (by Phase 2G and Phase 1H Supplemental Declaration):

Travis Ranch Phase 2G, an addition to Kaufman County, Texas, according to the plat of record in Cabinet 3, Page 463, of the Plat Records of Kaufman County, Texas.

TRAVIS RANCH PHASE 2I (by Phase 2I Supplemental Declaration)

BEING a tract of land situated in Kaufman County, Texas, being a part of the John Conner Survey, Abstract No. 100, George R. Paschal Survey, Abstract No. 404, and being a part of the 471.302 acre tract of land conveyed to CTMGT Travis Ranch LLC by deed of record in Volume 3447, Page 61, of the Deed Records of Kaufman County, Texas, said tract being more particularly described as follows:

BEGINNING at a nail found in the centerline of a called 60-foot prescriptive right-of-way of Lake Ray Hubbard Drive, in an east line of a tract of land conveyed to the City of Dallas, by deed of record in Volume 473, Page 180, of said Deed Records, and being at the northwest corner of a 257.540 acre tract of land conveyed to Clements Ranch, LLC, by deed of record in Volume 4923, Page 31, of the Official Public Records of Kaufman County, Texas, and being the southwest corner of said 471.302 acre tract;

THENCE with the centerline of said Lake Ray Hubbard Drive, and being the common line between said City of Dallas tract and the 471.302 acre tract, the following calls and distances:

North 01 degree 08 minutes 25 seconds West, a distance of 467.19 feet to a mag nail set;

North 00 degrees 39 minutes 21 seconds West, at 531.13 feet passing a northeast corner of said City of Dallas tract, and being the southeast corner of a 30-foot right-of-way dedication, created by Canfield Subdivision, an Addition to Kaufman County, Texas, according to the plat of record in Cabinet H, Page 198, of the Plat Records of Kaufman County, Texas, continuing with the east line of said 30-foot right-of-way dedication, and the west line of the said 471.302 acre tract in all a total distance of 1,335.63 feet to a set mag nail;

THENCE departing said east line of the 30-right-of-way dedication, continuing with the said centerline of Lake Ray Hubbard Drive, over and across said 471.302 acre tract, the following calls and distances:

North 17 degrees 39 minutes 09 seconds East, a distance of 95.50 feet to a set mag nail;

North 00 degrees 39 minutes 21 seconds West, a distance of 50.28 feet to a set mag nail;

North 19 degrees 12 minutes 46 seconds East, a distance of 163.23 feet to a set mag nail in the south line of a 51.343 acre tract conveyed to Travis Ranch Marina, LLC by deed of record in Volume 4978, Page 356, of said Official Public Records, said point being the northwest corner of the herein described tract, and being South 89 degrees 57 minutes 41 seconds East, a distance of 85.48 feet from a concrete monument found at the northwest corner of said 471.302 acre tract and the northeast corner of Lot 1, of said Canfield Subdivision;

THENCE departing said centerline of Lake Ray Hubbard Drive, over and across said 471.302 acre tract, the following calls and distances:

South 89 degrees 57 minutes 41 seconds East, with the south line of said 51.343 acre tract, a distance of 2,227.76 feet to a set 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" in the southeast line of a 50-foot Lone Star gas line easement, by deed of record in Volume 514, Page 374, of said Deed Records, at the northeast corner of the herein described tract;

South 29 degrees 15 minutes 12 seconds West, with the said southeast line of the 50-foot Lone Star gas line easement, at 792.43 feet passing the northwest corner of a 32.280 acre tract of land conveyed to Pulte Homes of Texas, LP, by deed of record in Volume 5517, Page 400, of said Official Public Records, continuing with the northwest line of said 32.280 acre tract, in all a total distance of 1,282.03 feet to a set 5/8" iron rod with a yellow cap stamped "WESTWOOD PS";

South 29 degrees 14 minutes 42 seconds West, continuing with the common line between the said 50-foot Lone Star gas line easement and the 32.280 acre tract, a distance of 1,121.76 feet to a set 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" in the being the common line between said 471.302 acre tract and the said 257.540 acre tract;

THENCE North 89 degrees 57 minutes 41 seconds West, leaving said common line between said 50-foot Lone Star gas line easement and the said 32.280 acre tract, and with the common line between the said 471.302 acre tract and the said 257.540 acre tract, a distance of 1,110.75 feet to the **POINT-OF-BEGINNING**, containing **3,583,279 square feet or 82.261 acres of land, LESS AND EXCEPT** a 1.000 acre tract of land conveyed to Steven P. Shrum by deed of record in Volume 2019, Page 521 of the Deed Records of Kaufman County, Texas, for a **NET AREA of 3,539,719 square feet or 81.261 acres of land.**

TRAVIS RANCH PHASE 2J (by Additional Supplemental Declarations):

Travis Ranch Phase 2J, an addition to Kaufman County, Texas, according to the plat of record in Cabinet 3, Page 715 (Volume 6931, Page 217 and Document No. 2021-0013788), of the Plat Records of Kaufman County, Texas.

TRAVIS RANCH PHASE 2K (by Additional Supplemental Declarations):

Travis Ranch Phase 2K, an addition to Kaufman County, Texas, according to the plat of record in Cabinet 4, Page 78 (Volume 7639, Page 11 and Document No. 2022-0019925), of the Plat Records of Kaufman County, Texas.

TRAVIS RANCH PHASE 1H (by Phase 2G and Phase 1H Supplemental Declaration):

Travis Ranch Phase 1H, an addition to Kaufman County, Texas, according to the plat of record in Cabinet 3, Page 627 (Volume 6564, Page 2477 and Document No. 2020-0025717), of the Plat Records of Kaufman County, Texas.

GOVERNOR'S LOTS PHASE 1 (from Gov. Lots Ph. 1 Supplemental Declaration)

BEING a 24.357 acre tract of land situated in the James Briscoe Survey, Abstract No. 40, Kaufman County, Texas, and being all of a called 10.000 acre tract of land conveyed to MM Clements, 10, LLC by Special Warranty Deed of record in Volume 5663, Page 280, of the Official Public Records of Kaufman County, Texas, the 5.943 acre tract of land described in Tract 1 and the 0.323 acre tract of land described in Tract 2, conveyed to MM Clements 10, LLC, by Special Warranty Deed of record in Volume 5914, Page 1, of said Official Public Records, the 0.248 acre tract of land described in Tract 1 and the 7.807 acre tract of land described in Tract 3, conveyed to MM Clements 10, LLC by Special Warranty Deed of record in Volume 6346, Page 37, of said Official Public Records, said 24.357 acre tract being more particularly described as follows:

BEGINNING at a found mag nail with a washer stamped "TR CROSS WESTWOOD PS" for a corner in the asphalt paving of Lake Ray Hubbard Drive, at the east corner of Trinity Crossing No. 1, an addition to Kaufman County, Texas, according to the plat of record in Cabinet 3, Page 456, of the Plat Records of Kaufman County, Texas; said nail being in the southwest line a street right-

of-way dedication in Travis Ranch Phase 2G, an addition to Kaufman County, Texas, according to the plat of record in Cabinet 3, Page 463, of the Plat Records of Kaufman County, Texas

THENCE South 43 degrees 11 minutes 24 seconds East, along the said southwest line of the street right-of-way dedication, passing at a distance of 463.13 feet the east corner of said 0.323 acre tract, continuing in all, a total distance of 822.83 feet to a found 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" at a north corner of Trinity Crossing Phase 3, an addition to Kaufman County, Texas, according to the plat of record in Cabinet 3, Page 537, of the Plat Records of Kaufman County, Texas; said point being North 43 degrees 11 minutes 24 seconds West, a distance of 24.23 feet from a 1/2" iron rod found at the south corner of the southeast terminus of said street right-of-way dedication in Travis Ranch Phase 2G;

THENCE South 46 degrees 48 minutes 12 seconds West, along the northwest line of said Trinity Crossing Phase 3, passing at a distance of 30.09 feet the east corner of said 10.000 acre tract, passing again at a distance of 907.03 feet the west corner of said Trinity Crossing Phase 3 and the easterly north corner of a 27.444 acre tract of land conveyed to MM Clements 10, LLC, by deed of record in Volume 6602, Page 306, of said Official Public Records, departing the said northwest line of Trinity Crossing Phase 3 and continuing along the common line of said Tract 3 and said 27.444 acre tract, in all a total distance of 1,194.17 feet to a set 5/8" iron rod with 3 1/4" aluminum disk stamped "GOV. LOTS, WESTWOOD PS" at the south corner of said Tract 3 and a re-entrant corner of said 27.444 acre tract;

THENCE North 43 degrees 12 minutes 12 seconds West, along the said common line between the said Tract 3 and the 27.444 acre tract, a distance of 953.99 feet to a found 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" at the west corner of said Tract 3 and the westerly north corner of said 27.444 acre tract;

THENCE North 53 degrees 04 minutes 13 seconds East, departing the said common line between Tract 3 and the 27.444 acre tract, along the northwest line of said Tract 3, at a distance of 337.95 feet passing a 3 1/4" disk stamped "TRINITY CROSSING NO. 1 WESTWOOD PS" found at the south corner of said Trinity Crossing No. 1, continuing along the southeast line of said Trinity Crossing No. 1, at a distance of 410.54 feet passing the common west corner of said Tract 3 and said 5.943 acre tract, continuing along the said southeast line of Trinity Crossing No. 1, at a distance of 694.00 feet passing the common west corner of said 5.943 acre tract and said 10.000 acre tract, continuing along the said southeast line of Trinity Crossing No. 1, at a distance of 1,171.09 feet passing the common west corner of said 0.323 acre tract and the said 10.000 acre tract, continuing in all a total distance of 1,201.56 feet to the **POINT-OF-BEGINNING, containing 1,061,000 square feet or 24.357 acres of land.**

**DESCRIPTION OF TRAVIS RANCH MARINA PHASE 2 AND BOULEVARD TRACTS.
(by TRM Ph.2 and Boulevard Tracts Supplemental Declaration)**

That 29.864 acre tract and that 5.674 acre tract described respectively as follows:

1. **BEING** a 29.864 acre tract of land situated in the City of Dallas, Extra Territorial Jurisdiction, and the City of Heath, Extra Territorial Jurisdiction, Kaufman County, Texas, being a part of William Briscoe Survey, Abstract Number 39, and the George R. Paschal Survey, Abstract

Number 404, and being all of a 4.000 acre tract of land conveyed to Travis Ranch Marina, LLC by deed of record in Volume 6503, Page 38, of the Official Public Records of Kaufman County, Texas, and being a part of the 51.343 acre tract of land in a Special Warranty Deed to Travis Ranch Marina, LLC of record in Volume 4978, Page 356 of the Official Public Records, Kaufman County, Texas, and being a part of the 50.012 acre tract of land in a Special Warranty Deed to Travis Ranch Marina, LLC of record in Volume 4978, Page 493, of said Official Public Records, said 29.864 acre tract of land being more particularly described as follows:

BEGINNING at a found 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" for corner in the north right-of-way line of Lake Ray Hubbard Drive, (a 95-foot right-of-way), at the southeast corner of Lot 1, Block A, Travis Ranch Marina Lots, an addition to Kaufman County, Texas, according to the plat thereof recorded in Cabinet 3, Slide 424, of said Official Public Records; and being at the beginning of a non-tangent curve to the left;

THENCE departing said north right-of-way line of Lake Ray Hubbard Drive, along the east line of said Block A, Travis Ranch Marina Lots, the following courses and distances:

Along said non-tangent curve to the left having a radius of 402.60 feet, a delta angle of 21 degrees 15 minutes 13 seconds, and an arc length of 149.34 feet (chord bears North 19 degrees 51 minutes 33 seconds East, 148.49 feet) to a found 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS", and being the beginning of a reverse curve to the right;

Along said reverse curve to the right having a radius of 434.00 feet, a delta angle of 32 degrees 24 minutes 09 seconds, and an arc length of 245.44 feet (chord bears North 25 degrees 26 minutes 00 seconds East, 242.18 feet) to a found 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" at the east corner of Lot 9, and the southwest corner of Lot 10, of said Block B, Travis Ranch Marina Lots;

North 82 degrees 27 minutes 53 seconds East, a distance of 91.91 feet to a found 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" at the southeast corner of Lot 11 and the south corner of Lot 12, of said Block B, Travis Ranch Marina Lots;

North 49 degrees 49 minutes 21 seconds East, a distance of 126.47 feet to a found 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" at the east corner of Lot 14, of said Block A, Travis Ranch Marina Lots;

North 44 degrees 06 minutes 40 seconds West, a distance of 169.17 feet to a set 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" at the north corner of said Lot 14, Block A, and being the northeast right-of-way line of Lake Ray Hubbard Drive, a 56-foot right-of-way; said point being in a tangent curve to the left;

Along said northeast line of Lake Ray Hubbard Drive, a curve to the left having a radius of 55.00 feet, a delta angle of 59 degrees 50 minutes 27 seconds, at an arc distance of 31.70 feet passing the said common line between the 50.012 acre tract and the 51.343 acre tract, continuing in all a total arc length of 57.44 feet (chord bears North 74 degrees 01 minute

53 seconds West, 54.87 feet) to a found 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" at the southeast corner of Lot 15, of said Block A, Travis Ranch Marina Lots;

THENCE North 40 degrees 18 minutes 04 seconds West, along the northeast line of said Lot 15, a distance of 48.91 feet to a found 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" at an angle point in the northeast line of said Lot 15, Block A; said point being in the north line of said 51.343 acre tract, and being a south line of a tract of land conveyed to the City of Dallas, by deed of record in Volume 473, Page 180, of the Deed Records of Kaufman County, Texas;

THENCE along a south line of said City of Dallas tract, the following courses and distances:
North 82 degrees 20 minutes 25 seconds East, a distance of 56.26 feet to a found 3/8" iron rod at the common north corner of said 50.012 acre tract and the 51.343 acre tract;

South 80 degrees 12 minutes 26 seconds East, at 413.38 feet passing a northeast corner of said 50.012 acre tract and the northwest corner of said 4.000 acre tract, continuing in all a total distance of 473.24 feet to a found concrete monument at an angle point of said 4.000 acre tract and said City of Dallas tract;

South 62 degrees 29 minutes 35 seconds East, a distance of 240.42 feet to a found 3 1/4" City of Dallas aluminum disk in concrete stamped "09-1" at the northeast corner of said 4.000 acre tract and a northwest corner of said 50.012 acre tract, and being an angle point of said City of Dallas tract, and being a southwest corner of a called 17.63 acre tract of land conveyed to the City of Dallas by Agreed Judgement Cause No. 5872, recorded in Volume 10, Page 323, of the Deed Records of Kaufman County, Texas;

THENCE along a south line of said called 17.63 acre tract, and a north line of said 50.012 acre tract, the following courses and distances:

South 89 degrees 07 minutes 20 seconds East, a distance of 444.20 feet to a set 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS";

South 45 degrees 06 minutes 14 seconds East, a distance of 149.76 feet to a found 3 1/4" City of Dallas aluminum disk in concrete stamped "09-3";

North 68 degrees 22 minutes 16 seconds East, a distance of 247.46 feet to a set 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS";

THENCE departing said south line of the 17.63 acre tract and the said north line of the 50.012 acre tract, over and across said 50.012 acre tract, the following courses and distances:

South 51 degrees 40 minutes 24 seconds East, a distance of 222.21 feet to a set 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS";

South 53 degrees 25 minutes 03 seconds East, a distance of 146.55 feet to a set 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS";

South 41 degrees 13 minutes 59 seconds East, a distance of 185.02 feet to a set 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS";

South 24 degrees 31 minutes 13 seconds East, a distance of 206.14 feet to a set 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" in the north right-of-way line of Travis Ranch Boulevard, (a variable width right-of-way), and being at the beginning of a non-tangent curve to the left;

THENCE along the north line of said Travis Ranch Boulevard, the following courses and distances:

Along said non-tangent curve to the left having a radius of 907.00 feet, a delta angle of 03 degrees, 01 minutes, 00 seconds, and an arc length of 47.75 feet (chord bears North 66 degrees 09 minutes 17 seconds West, 47.75 feet) to a found 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS"; and being the beginning of a compound curve to the left;

Along said compound curve to the left having a radius of 677.75 feet, a delta angle of 29 degrees 36 minutes 14 seconds, and an arc length of 350.18 feet (chord bears North 82 degrees 28 minutes 28 seconds West, 346.30 feet) to a found 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

South 82 degrees 43 minutes 25 seconds West, a distance of 113.38 feet to a found 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS", at the beginning of a tangent curve to the left;

Along said curve to the left having a radius of 877.00 feet, a delta angle of 29 degrees 23 minutes 03 seconds, and an arc length of 449.77 feet (chord bears South 68 degrees 01 minute 53 seconds West, 444.86 feet) to a found 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS", at the beginning of a reverse curve to the right;

Along said reverse curve to the right having a radius of 782.00 feet, a delta angle of 75 degrees 23 minutes 13 seconds, and an arc length of 1,028.92 feet (chord bears North 88 degrees 58 minutes 02 seconds West, 956.29 feet) to a found 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

THENCE North 51 degrees 16 minutes 26 seconds West, at 3.45 feet passing the common line between Travis Ranch Boulevard and Lake Ray Hubbard Drive, a 95-foot right-of-way, continuing along the north line of said Lake Ray Hubbard Drive, a distance of 367.93 feet to the **POINT-OF-BEGINNING, containing 1,300,884 square feet or 29.864 acres of land.**

AND

2. BEING a 5.674 acre tract of land situated in the City of Dallas, Extra Territorial Jurisdiction, Kaufman County, Texas, being a part of William Briscoe Survey, Abstract Number 39, and the George R. Paschal Survey, Abstract Number 404, being a part of the 51.343 acre tract of land in a Special Warranty Deed to Travis Ranch Marina, LLC of record in Volume 4978, Page 356 of the Official Public Records, Kaufman County, Texas, and being a part of the 50.012 acre tract of land in a Special Warranty Deed to Travis Ranch Marina, LLC of record in Volume 4978, Page 493, of said Official Public Records, said 5.674 acre tract of land being more particularly described as follows:

BEGINNING at a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS" for the northwest corner of Travis Ranch Boulevard Stage 2, an addition to Kaufman County as shown by plat recorded in Cabinet 3, Slide 86 of the Plat Records, Kaufman County, Texas;

THENCE South 22 degrees 20 minutes 13 seconds West a distance of 155.00 feet to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS" for southwest corner of said Travis Ranch Boulevard Stage 2;

THENCE over and across said Travis Ranch Marina, LLC tracts, the following courses and distances:

North 64 degrees 48 minutes 48 seconds West, a distance of 46.60 feet to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

Along a tangent curve to the left having a radius of 652.50 feet and an arc length of 460.47 feet (chord bears North 85 degrees 01 minutes 49 seconds West, 450.97 feet) to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

Along a compound curve to the left having a radius of 782.00 feet and an arc length of 292.26 feet (chord bears South 64 degrees 02 minutes 46 seconds West, 290.57 feet) to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

Along a tangent reverse curve to the right having a radius of 877.00 feet and an arc length of 1,153.91 feet (chord bears North 88 degrees 58 minutes 02 seconds West, 1,072.46 feet) to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

North 51 degrees 16 minutes 26 seconds West a distance of 514.76 feet to a set mag nail with a metal washer stamped "TRAVIS RANCH WESTWOOD PS" in concrete for corner;

North 38 degrees 43 minutes 34 seconds East a distance of 95.00 feet to a set mag nail with a metal washer stamped "TRAVIS RANCH WESTWOOD PS" in concrete for corner;

South 51 degrees 16 minutes 26 seconds East a distance of 514.76 feet to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

Along a tangent curve to the left having a radius of 782.00 feet and an arc length of 1,028.92 feet (chord bears South 88 degrees 58 minutes 02 seconds East, 956.29 feet) to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

Along a tangent reverse curve to the right having a radius of 877.00 feet and an arc length of 449.77 feet (chord bears North 68 degrees 01 minutes 53 seconds East, 444.86 feet) to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

North 82 degrees 43 minutes 25 seconds East, a distance of 113.38 feet to a set 5/8" iron rod with 3" aluminum cap stamped "TRAVIS RANCH WESTWOOD PS";

Along a tangent curve to the right, having a radius of 677.75 feet and an arc length of 350.18 feet (chord bears South 82 degrees 28 minutes 28 seconds East, 346.30 feet) to the **POINT-OF-BEGINNING** and containing 247,161 square feet or 5.674 acres of land more or less.

DESCRIPTION OF TRAVIS RANCH MARINA PHASE 3. (by TRM Ph.3 Supplemental Declaration)

BEING a 32.176 acre tract of land situated in the City of Dallas, Extra Territorial Jurisdiction, Kaufman County, Texas, being a part of the John R. Conner Survey, Abstract No. 100, William Briscoe Survey, Abstract No. 39, and the George R. Paschal Survey, Abstract No. 404; said tract being a part of the 51.343 acre tract of land in Special Warranty Deed to Travis Ranch Marina, LLC of record in Volume 4978, Page 356 of the Official Public Records, Kaufman County, Texas and a part of the 50.012 acre tract of land in Special Warranty Deed to Travis Ranch Marina, LLC of record in Volume 4978, Page 493, of said Official Public Records, said 32.176 acre tract of land being more particularly described as follows:

BEGINNING at a found 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" for corner in the southwest right-of-way line of Lake Ray Hubbard Drive, 95-feet wide, at the east corner of Lot 77, Block A, of Travis Ranch Marina Lots, an addition to the Kaufman County, Texas, according to the plat thereof recorded in Cabinet 3, Page 424, of the Plat Records of Kaufman County, Texas;

THENCE South 51 degrees 16 minutes 26 seconds East, along said southwest line of Lake Ray Hubbard Drive, at 362.05 feet passing a point at the end of said southwest line of Lake Ray Hubbard Drive and the beginning of the southerly right-of-way line of Travis Ranch Boulevard, variable width right-of-way, continuing along the southerly right-of-way line of Travis Ranch Boulevard, in all a total distance of 365.50 feet to a found 5/8" iron rod with a 3 1/4" aluminum disk stamped "TRAVIS RANCH WESTWOOD PS, at the beginning of a tangent curve to the left;

THENCE along the southerly line of said Travis Ranch Boulevard, the following courses and distances:

Along said curve to the left having a radius of 877.00 feet, and an arc length of 1,153.91 feet (chord bears South 88 degrees 58 minutes 02 seconds East, 1,072.46 feet) to a found 5/8" iron rod with a 3 1/4" aluminum disk stamped "TRAVIS RANCH WESTWOOD PS" at the beginning of a reverse curve to the right;

Along said reverse curve to the right having a radius of 782.00 feet, and an arc length of 292.26 feet (chord bears North 64 degrees 02 minutes 46 seconds East, 290.57 feet) to a found 5/8" iron rod with a 3 1/4" aluminum disk stamped "TRAVIS RANCH WESTWOOD PS" at the beginning of a compound curve to the right;

Along said compound curve to the right having a radius of 652.50 feet, and an arc length of 460.47 feet (chord bears South 85 degrees 01 minute 49 seconds East, 450.97 feet) to a found 5/8" iron rod with a 3 1/4" aluminum disk stamped "TRAVIS RANCH WESTWOOD PS";

South 64 degrees 48 minutes 48 seconds East, a distance of 46.60 feet to a found 5/8" iron rod with a 3 1/4" aluminum disk stamped "TRAVIS RANCH WESTWOOD PS"; said point being the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the right having a radius of 752.00 feet, and an arc length of 293.13 feet (chord bears South 56 degrees 29 minutes 46 seconds East, 291.28 feet) to a found 5/8" iron rod with a 3 1/4" aluminum disk stamped "TRAVIS RANCH WESTWOOD PS" at the end of said curve;

South 45 degrees 19 minutes 45 seconds East, a distance of 192.96 feet to a found 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" at the east corner of said 51.343 acre tract; said point also being the north corner of "Common Area A", Block A, Travis Ranch Phase 2D, an addition to Kaufman County, Texas, according to the plat of record in Cabinet 3, Slide 486, Plat Records of Kaufman County, Texas;

THENCE South 29 degrees 15 minutes 12 seconds West, departing the said southerly line of Travis Ranch Boulevard, along the common line between the said 51.343 acre tract and the said Common Area "A", Block A, at a distance of 119.29 feet passing a found 1/2" iron rod with a yellow cap stamped "WESTWOOD PS" at the west corner of said "Common Area "A", Block A, and the north corner of the northwest terminus of Norias Drive, (a 56-foot right-of-way), continuing along the common line of said 51.343 acre tract and the said northwest terminus of Norias Drive, passing again at a distance of 177.38 feet to a found 1/2" iron rod with a yellow cap stamped "WESTWOOD PS" at the west corner of the said northwest terminus of Norias Drive and the north corner of Block F, of said Travis Ranch Phase 2D, continuing along the common line between the said 51.343 acre tract and the said Block F, Travis Ranch Phase 2D, in all a total distance of 291.88 feet to a set 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" at the southeast corner of said 51.343 acre tract; said point being the northeast corner of an 81.261 acre tract of land conveyed to Pulte Homes of Texas, L.P., by deed of record in Volume 5915, Page 485, of said Official Public Records;

THENCE North 89 degrees 57 minutes 41 seconds West, departing the said common line between the 51.343 acre tract and Block F, Travis Ranch Phase 2D, along the common line between the said 51.343 acre tract and the said 81.261 acre tract, at a distance of 1,961.00 feet passing the northeast corner of a 1.000 acre tract of land conveyed to Julianne B. Kugle, by deed of record in Volume 6264, Page 585, of said Official Public Records, continuing along the common line between the said 51.343 acre tract and the said 1.000 acre tract, at a distance of 2,196.00 feet passing the northwest corner of said 1.000 acre tract and the southeast line of Lake Ray Hubbard Drive, a 60-foot prescriptive right-of-way, continuing along the south line of said 51.343 acre tract, in all a total distance of 2,313.24 feet to a concrete monument found at the northeast corner of Lot 1, of Canfield Subdivision, an addition to Kaufman County, Texas, according to the plat of record in Cabinet 1, Page 198, of the Plat Records of Kaufman County, Texas;

THENCE South 86 degrees 25 minutes 04 seconds West, along the common line between the said 51.343 acre tract and the said Lot 1, of Canfield Subdivision, a distance of 347.15 feet to a set 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" at the northwest corner of said Lot 1, of Canfield Subdivision, and being a northeast corner of a tract of land conveyed to the City of Dallas by deed of record in Volume 473, Page 180, of the Deed Records of Kaufman County, Texas;

THENCE South 86 degrees 40 minutes 02 seconds West, along the common line between the said 51.343 acre tract and the said City of Dallas tract, a distance of 112.71 feet to a found 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" at the southeast corner of Lot 57, of said Block A, Travis Ranch Marina Lots;

THENCE departing the said common line of the 51.343 acre tract and the City of Dallas tract, along the easterly line of said Block A, Travis Ranch Marina Lots, the following courses and distances:

North 00 degrees 03 minutes 23 seconds East, a distance of 227.44 feet to a found 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" at the northeast corner of Lot 60 and the southeast corner of Lot 61, Block A;

North 16 degrees 25 minutes 47 seconds East, a distance of 175.57 feet to a found 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" at the beginning of a tangent curve to the right;

Along said tangent curve to the right having a radius of 362.00 feet, and an arc length of 98.98 feet (chord bears North 24 degrees 15 minutes 47 seconds East, 98.67 feet) to a found 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" at the northeast corner of Lot 67 and the southeast corner of Lot 68, Block A;

North 32 degrees 05 minutes 46 seconds East, a distance of 110.61 feet to a found 5/8" iron rod with a yellow cap stamped "WESTWOOD PS" to a point at the beginning of a tangent curve to the right;

Along said curve to the right having a radius of 162.00 feet, and an arc length of 119.79 feet (chord bears North 53 degrees 16 minutes 49 seconds East, 117.08 feet) to a found

5/8" iron rod with a yellow cap stamped "WESTWOOD PS" at the beginning of a reverse curve to the left;

Along said reverse curve to the left having a radius of 402.60 feet, and an arc length of 213.77 feet (chord bears North 59 degrees 15 minutes 11 seconds East, 211.27 feet) to the **POINT-OF-BEGINNING**, containing **1,401,596 square feet or 32.176 acres of land.**

DESCRIPTION OF TRAVIS RANCH PHASE 2B1:

All of the Lots and Common Areas reflected on the map/plat of Travis Ranch Phase 2B1, an addition to Kaufman County as shown by plat of record in Cabinet 3, Slide 283 of the map/plat records of Kaufman County, Texas, being legally described by metes and bounds as follows:

BEING A 13.490 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE WM. CONNER SURVEY, ABSTRACT NO. 92 AND THE S. WOODS SURVEY, ABSTRACT NO. 574, IN THE CITY OF DALLAS E.T.J., KAUFMAN COUNTY, TEXAS, AND BEING PART OF THAT TRACT OF LAND DESCRIBED IN DEED TO CTMGT TRAVIS RANCH, LLC, RECORDED IN VOLUME 3447, PAGE 61, DEED RECORDS KAUFMAN COUNTY, TEXAS, SAID 13.490 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOR THE SOUTHWEST CORNER OF LOT 21, BLOCK P, OF TRAVIS RANCH PHASE 2B, AN ADDITION TO KAUFMAN COUNTY, TEXAS, RECORDED IN CABINET 2, PAGE 749 OF THE PLAT RECORDS OF KAUFMAN COUNTY, TEXAS, THE SAME BEING THE NORTHWEST CORNER OF HEREIN DESCRIBED 13.490 ACRE TRACT;

THENCE ALONG THE SOUTH AND WEST LINE OF SAID TRAVIS RANCH PHASE 2B THE FOLLOWING COURSES:

SOUTH 82 DEGREES 55 MINUTES 11 SECONDS EAST, A DISTANCE OF 112.85 FEET TO AS 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER; AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 03 MINUTES 57 SECONDS, A LONG CHORD THAT BEARS SOUTH 06 DEGREES 32 MINUTES 50 SECONDS WEST. A DISTANCE OF 4.80 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 4.80 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST, A DISTANCE OF 32.77 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

SOUTH 83 DEGREES 59 MINUTES 09 SECONDS EAST, A DISTANCE E OF 56.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

NORTH 06 DEGREES 00 MINUTES 51 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

NORTH 56 DEGREES 23 MINUTES 41 SECONDS EAST, A DISTANCE OF 12.95 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

SOUTH 73 DEGREES 58 MINUTES 00 SECONDS EAST A DISTANCE OF 179.64 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 258.00 FEET, A CENTRAL ANGLE OF 08 DEGREES 11 MINUTES 03 SECONDS, A LONG CHORD THAT BEARS SOUTH 76 DEGREES 33 MINUTES 31 SECONDS EAST, A DISTANCE OF 23.34 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 23.34 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

SOUTH 37 DEGREES 07 MINUTES 25 SECONDS EAST, A DISTANCE OF 14.59 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST, A DISTANCE OF 12.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

SOUTH 83 DEGREES 59 MINUTES 09 SECONDS EAST, A DISTANCE OF 56.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

NORTH 06 DEGREES 00 MINUTES 51 SECONDS EAST, A DISTANCE OF 11.73 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

NORTH 51 DEGREES 00 MINUTES 51 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

SOUTH 83 DEGREES 59 MINUTES 09 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "11WESTWOOD PS" SET FOR CORNER;

SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST, A DISTANCE OF 841.66 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

THENCE NORTH 80 DEGREES 22 MINUTES 01 SECONDS WEST, DEPARTING SAID SOUTH AND WEST LINE OF TRAVIS RANCH PHASE 3B, A DISTANCE OF 110.22 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "11WESTWOOD PS" SET FOR CORNER;

THENCE SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST, A DISTANCE OF 100.22 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "11WESTWOOD PS" SET FOR CORNER;

THENCE SOUTH 37 DEGREES 10 MINUTES 35 SECONDS EAST, A DISTANCE OF 14.58 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

THENCE SOUTH 80 DEGREES 22 MINUTES 01 SECONDS EAST, A DISTANCE OF 15.54 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

THENCE SOUTH 09 DEGREES 37 MINUTES 59 SECONDS WEST, A DISTANCE OF 56.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

THENCE NORTH 80 DEGREES 22 MINUTES 01 SECONDS WEST, A DISTANCE OF 12.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

THENCE SOUTH 52 DEGREES 49 MINUTES 25 SECONDS WEST, A DISTANCE OF 13.69 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

THENCE SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST, A DISTANCE OF 111.30 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 258.00 FEET, A CENTRAL ANGLE OF 02 DEGREES 50 MINUTES 02 SECONDS, A LONG CHORD THAT BEARS SOUTH 07 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 12.76 FEET;

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 12.76 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

THENCE NORTH 81 DEGREES 09 MINUTES 17 SECONDS WEST, A DISTANCE OF 56.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 202.00 FEET A CENTRAL ANGLE OF 02 DEGREES 50 MINUTES 02 SECONDS AND A LONG CHORD THAT BEARS NORTH 07 DEGREES 25 MINUTES 51 MINUTES WEST A DISTANCE OF 9.99 FEET;

THENCE ALONG SAID NON-TANGENT CURVE AN ARC DISTANCE OF 9.99 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

THENCE NORTH 06 DEGREES 00 MINUTES 51 SECONDS EAST, A DISTANCE OF 14.63 FEET;

THENCE NORTH 80 DEGREES 22 MINUTES 01 SECONDS WEST, A DISTANCE OF 386.46 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 05 DEGREES 51 MINUTES 22 SECONDS EAST, A DISTANCE OF 1119.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 587,617 SQUARE FEET OR 13.490 ACRES OF LAND MORE OR LESS.

DESCRIPTION OF TRAVIS RANCH PHASE 2B

BEING A 70.003 ACRE TRACT OF LAND SITUATED IN THE WM. CONNER SURVEY, ABSTRACT NO. 92, AND THE S. WOODS SURVEY, ABSTRACT NO. 574, IN THE CITY OF DALLAS ETJ , KAUFMAN COUNTY, TEXAS, AND BEING PART OF THE REMAINDER OF A CALLED 2399 ACRE TRACT OF LAND DESCRIBED IN DEED TO TRAVIS RANCH DEVELOPMENT, LP., RECORDED IN VOLUME 1991, PAGE 50 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS (D.R.K.C.T.) AND IN VOLUME 2518, PAGE 56 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS (D.R.R.C.T.) SAID 70.003 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE INTERSECTION OF THE EXISTING WEST RIGHT-OF-WAY (R.O.W) LINE OF F.M. 740 (A 90 FOOT WIDE R.O.W.) WITH THE EXISTING SOUTH R.O.W. LINE OF TRAVIS RANCH BOULEVARD (A 155 FOOT WIDE ROW) ACCORDING TO THE PLAT RECORDED IN VOLUME 2584, PAGE 387 OF THE PLAT RECORDS OF KAUFMAN COUNTY, TEXAS (P.R.K.C.T.), SAID CORNER BEING A NORTHEAST CORNER OF SAID REMAINDER 2399 ACRE TRACT AND THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, ALONG SAID EXISTING WEST R.O.W. LINE OF F.M. 740, THE FOLLOWING COURSES:

SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 11,414.91 FEET, A DELTA ANGLE OF 01°39'17", A LONG CHORD THAT BEARS S 29°33'36" W, A DISTANCE OF 329.67 FEET, AND AN ARC LENGTH OF 329.68 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF ASSOC. INC." FOUND FOR CORNER,

S 30°23'15" W, A DISTANCE OF 210.34 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE POINT OF BEGINNING,

S 30°23'15" W, A DISTANCE OF 1,018.15 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 30°00'15" W, A DISTANCE OF 500.07 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF ASSOC INC." FOUND FOR CORNER, S 30°13'15" W, A DISTANCE OF 329.94 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT, FROM WHICH A CONCRETE HIGHWAY MONUMENT FOUND BEARS S 45°13'50" E, A DISTANCE OF 0.65 FEET,

SOUTHWESTERLY, ALONG SAID TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,477.42 FEET, A DELTA ANGLE OF 13°04'57", A LONG CHORD THAT BEARS S 23°40'46" W, A DISTANCE OF 336.61 FEET, AND AN ARC LENGTH OF 337.35 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

THENCE, DEPARTING SAID EXISTING WEST R.O.W. LINE OF F.M. 740, OVER AND ACROSS SAID 2399 ACRE TRACT, THE FOLLOWING COURSES:

N 72°51'43" W, A DISTANCE OF 15.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT,

NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 184°14'52", A LONG CHORD THAT BEARS N 74°59'08" W, A DISTANCE OF 99.93 FEET, AND AN ARC LENGTH OF 160.79 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 84°00'06" W, A DISTANCE OF 47.79 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT,

NORTHWESTERLY, ALONG SAID TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 202.00 FEET, A DELTA ANGLE OF 38°25'43", A LONG CHORD THAT BEARS N 64°47'14" W, A DISTANCE OF 132.96 FEET, AND AN ARC

LENGTH OF 135.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 45°34'23" W, A DISTANCE OF 160.95 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

NORTHWESTERLY, ALONG SAID TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 258.00 FEET, A DELTA ANGLE OF 08°32'10", A LONG CHORD THAT BEARS N 49°50'28" W, A DISTANCE OF 38.40 FEET, AND AN ARC LENGTH OF 38.44 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER, N 15°15'59" W, A DISTANCE OF 15.33 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT,

NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 628.00 FEET, A DELTA ANGLE OF 18°12'59", ALONG CHORD THAT BEARS N 15°07'21" E, A DISTANCE OF 198.82 FEET, AND AN ARC LENGTH OF 199.66 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 06°00'51" E, A DISTANCE OF 20.77 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 83°59'09" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 06°00'51" E, A DISTANCE OF 12.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 38°59'09" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 83°59'09" W, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 51°00'51" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 06°00'51" W, A DISTANCE OF 12.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 83°59'09" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 06°00'51" W, A DISTANCE OF 20.77 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

SOUTHWESTERLY, ALONG SAID TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 296.00 FEET, A DELTA ANGLE OF 29°30'21", A LONG CHORD THAT BEARS S 20°46'02" W, A DISTANCE OF 150.75 FEET, AND AN ARC LENGTH OF 152.43 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 45°34'23" W, A DISTANCE OF 230.53 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 62°22'29" W, A DISTANCE OF 70.21 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 80°22'01" W, A DISTANCE OF 92.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 06°00'51" E, A DISTANCE OF 841.66 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 83°59'09" W, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 51°00'51" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 06°00'51" W, A DISTANCE OF 11.73 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 83°59'09" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 06°00'51" E, A DISTANCE OF 12.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 37°07'25" W, A DISTANCE OF 14.59 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 258.00 FEET, A DELTA ANGLE OF 05°11'03", A LONG CHORD THAT BEARS N 76°33'31" W, A DISTANCE OF 23.34 FEET, AND AN ARC LENGTH OF 23.34 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 73°58'00" W, A DISTANCE OF 179.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 56°23'41" W, A DISTANCE OF 12.95 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 06°00'51" W, A DISTANCE OF 30.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 83°59'09" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 06°00'51" E, A DISTANCE OF 32.77 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 258.00 FEET, A DELTA ANGLE OF 01°03'57", A LONG CHORD THAT BEARS N 06°32'50" E, A DISTANCE OF 4.80 FEET, AND AN ARC LENGTH OF 4.80 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 82°55'11" W, A DISTANCE OF 112.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET IN A WEST LINE OF SAID REMAINDER 2399 ACRE TRACT AND THE COMMON EAST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO CLEMGIL REALTY, INC, RECORDED IN VOLUME 543, PAGE 540, D.R.K.C.T.;

THENCE, ALONG SAID COMMON LINE, THE FOLLOWING COURSES:

N 05°51'22" E, A DISTANCE OF 139.62 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF ASSOC. INC" FOUND FOR CORNER;

N 50°18'15" E, A DISTANCE OF 371.30 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER, FROM WHICH A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF ASSOC INC." FOUND FOR AN ELL CORNER OF SAID REMAINDER 2399 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID CLEMGIL REALTY, INC. TRACT, BEARS N 50°18'15" E, A DISTANCE OF 445.95 FEET,

THENCE, DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID REMAINDER 2399 ACRE TRACT, THE FOLLOWING COURSES:

S 83°59'09" E, A DISTANCE OF 948.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 06°00'51" E, A DISTANCE OF 179.74 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT,

NORTHEASTERLY, ALONG SAID TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 628.00 FEET, A DELTA ANGLE OF 18°07'44", A LONG CHORD THAT BEARS N 15°04'43" E, A DISTANCE OF 197.88 FEET, AND AN ARC LENGTH OF 198.70 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET IN A NORTH LINE OF SAID REMAINDER 2399 ACRE TRACT AND THE COMMON SOUTH LINE OF TRAVIS RANCH PHASE 2A, AN ADDITION TO KAUFMAN COUNTY, TEXAS, RECORDED IN VOLUME 2584, PAGE 385, P.R.K.C.T.,

THENCE, ALONG SAID COMMON LINE, THE FOLLOWING COURSES:

S 65°51'25" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 572.00 FEET, A DELTA ANGLE OF 01°04'48", A LONG CHORD THAT BEARS N 24°40'59" E, A DISTANCE OF 10.78 FEET, AND AN ARC LENGTH OF 10.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 73°03'21" E, A DISTANCE OF 13.56 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 59°36'45" E, A DISTANCE OF 131.98 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 30°23'15" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 59°36'45" W, A DISTANCE OF 30.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 30°23'15" E, A DISTANCE OF 57.11 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 44°40'15" E, A DISTANCE OF 402.41 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 172.04 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 53°38'10" E, A DISTANCE OF 178.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR A SOUTHEAST CORNER OF SAID TRAVIS RANCH PHASE 2A AND A COMMON ELL CORNER OF SAID REMAINDER 2399 ACRE TRACT;

THENCE, S 59°36'45" E, DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID REMAINDER 2399 ACRE TRACT, A DISTANCE OF 610.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 70.003 ACRES OF LAND, MORE OR LESS

DESCRIPTION OF TRAVIS RANCH PHASE 3B:

BEING A 62.002 ACRE TRACT OF LAND SITUATED IN THE G. R. PASCHALL SURVEY, ABSTRACT NO. 404, THE J. CANTER SURVEY, ABSTRACT NO 85, AND THE W.J. SWIFT SURVEY, ABSTRACT NO 459, IN THE CITY OF DALLAS E.T.J., KAUFMAN COUNTY, TEXAS, AND BEING A PORTION OF A 2399 ACRE TRACT OF LAND DESCRIBED IN DEED TO TRAVIS RANCH DEVELOPMENT, L.P., RECORDED IN VOLUME 191, PAGE 50, DEED RECORDS KAUFMAN COUNTY, TEXAS (D.R.K.C.T.), AND VOLUME 2518, PAGE 56, DEED RECORDS ROCKWALL COUNTY, TEXAS (D.R.R.C.T.). SAID 62.002 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER, AND BEING IN THE WESTERLY RIGHT-OF-WAY LINE OF FM. 740 (A 90' RIGHT-OF-WAY), AND BEING THE NORTHEAST CORNER OF TRAVIS RANCH PHASE 3A, RECORDED IN VOLUME 2584, PAGE 386, PLAT RECORDS KAUFMAN COUNTY, TEXAS;

THENCE ALONG THE NORTHERLY LINE OF SAID TRAVIS RANCH PHASE 3A, THE FOLLOWING COURSES:

N 71°25'45" W, A DISTANCE OF 332.91 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 62°53'42" W, A DISTANCE OF 182.66 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 308.37 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 44°40'15" E, A DISTANCE OF 105.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 89°40'15" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 45°19'45" E, A DISTANCE OF 25.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 45°19'45" W, A DISTANCE OF 25.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 00°19'45" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 44°40'15" E, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 89°40'15" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 00°19'45" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 44°40'15" E, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 89°40'15" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 00°19'45" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 25.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 45°19'45" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 44°40'15" W, A DISTANCE OF 25.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 89°40'15" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 45°19'45" W, A DISTANCE OF 100.45 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 44°40'15" E, A DISTANCE OF 710.29 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 44°59'04" W, A DISTANCE OF 552.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 713.61 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 45°19'45" W, A DISTANCE OF 15.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 44°40'15" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 44°40'15" W, A DISTANCE OF 110.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

THENCE DEPARTING THE NORTH LINE OF SAID TRAVIS RANCH PHASE 3A, OVER AND ACROSS SAID TRAVIS RANCH DEVELOPMENT TRACT, THE FOLLOWING COURSES:

N 45°19'45" W, A DISTANCE OF 102.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 61 °30'05" W, A DISTANCE OF 104.12 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 45°19'45" W, A DISTANCE OF 455.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 44°40'15" W, A DISTANCE OF 25.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 45°19'45" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 44°40'15" E, A DISTANCE OF 125.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 00°19'45" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 45°19'45" W, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 44°40'15" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°19'45" E, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 89°40'15" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 44°40'15" E, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 45°19'45" W, A DISTANCE OF 255.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N23°51'21" W, A DISTANCE OF 82.53 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 01°06'27" W, A DISTANCE OF 263.37 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 88°53'33" W, A DISTANCE OF 25.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 01°06'27" W, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 88°53'33" E, A DISTANCE OF 142.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 01°06'27" W, A DISTANCE OF 110.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 88°53'33" E, A DISTANCE OF 1590.21 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 01°06'27" E, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 46°06'27" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

N 88°53'33" E, A DISTANCE OF 20.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 01°06'27" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 88°53'33" W, A DISTANCE OF 20.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 43°53'33" W, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 01°06'27" E, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 46°06'27" E, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

N 88°53'33" E, A DISTANCE OF 25.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 01°06'27" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 88°53'33" W, A DISTANCE OF 52.21 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 01°06'27" E, A DISTANCE OF 110.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 88°53'33" W, A DISTANCE OF 410.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 01°06'27" E, A DISTANCE OF 9.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

SOUTHEASTERLY, ALONG SAID TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 202.00 FEET, A DELTA ANGLE OF 43°52'37", A LONG CHORD THAT BEARS S 23°02'45" E, A DISTANCE OF 150.94 FEET, AN ARC DISTANCE OF 154.69 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 44°59'04" E, A DISTANCE OF 616.55 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 85°39'55" E, A DISTANCE OF 14.31 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT,

NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 202.00 FEET, A DELTA ANGLE OF 05°25'36", A LONG CHORD THAT BEARS N 46°10'25" E, A DISTANCE OF 19.12 FEET, AN ARC DISTANCE OF 19.13 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 46°32'23" E, A DISTANCE OF 56.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 258.00 FEET, A DELTA ANGLE OF 13°55'48", A LONG CHORD THAT BEARS S 50°25'31" W, A DISTANCE OF 62.57 FEET, AN ARC DISTANCE OF 62.73 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 46°32'23" E, A DISTANCE OF 153.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER,

S 43°31 '42" W, A DISTANCE OF 172.70 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

S 45°44'50" E, A DISTANCE OF 836.16 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER, IN THE EASTERLY LINE OF SAID TRAVIS RANCH DEVELOPMENT TRACT, AND THE COMMON WESTERLY LINE OF SAID FM 740;

THENCE ALONG SAID COMMON LINE, THE FOLLOWING COURSES:

S 23°03'15" W, A DISTANCE OF 102.82 FEET TO A CONCRETE MONUMENT FOUND FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT,

SOUTHWESTERLY, ALONG SAID TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1953.71 FEET, A DELTA ANGLE OF 04°42'00", ALONG CHORD THAT BEARS S 20°42'15" W, A DISTANCE OF 160.21 FEET, AN ARC DISTANCE OF 160.26 FEET TO A 1/2" IRON ROD FOUND,

S 18°21'15"W, A DISTANCE OF 388.40 FEET TO A 1/2" IRON ROD CAPPED "HALFF ASSOC INC." FOUND FOR CORNER;

S 18°54'15" W, A DISTANCE OF 65.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 62 002 ACRES OF LAND, MORE OR LESS

[END APPENDIX A-1]

APPENDIX "A-2"
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TRAVIS RANCH

REAL PROPERTY LEGAL DESCRIPTION OF TRAVIS RANCH MARINA

[see attached]

OWNER'S CERTIFICATE

STATE OF TEXAS TEXAS)(

COUNTY OF KAUFMAN)(

BEING a 13.033 acre tract of land situated in the Extra Territorial Jurisdiction of the City of Dallas, Kaufman County, Texas, being a part of William Briscoe Survey, Abstract Number 39, and the George R. Paschal Survey, Abstract Number 404, being a part of the 51.343 acre tract of land in a special warranty deed to Travis Ranch Marina, LLC of record in Volume 4978, Page 356 of the Official Public Records, Kaufman County, Texas, and being a part of the 50.012 acre tract of land in a special warranty deed to Travis Ranch Marina, LLC of record in Volume 4978, Page 493, of said Official Public Records, said 13.033 acre tract being more particularly described as follows:

COMMENCING at a concrete monument for the northeast corner of Canfield Subdivision an addition to the City of Dallas, by deed of record in Volume 5, Page 14 of the Deed Records of Kaufman County, Texas, being in a south line of said called 471.302 acre tract of land;

THENCE South 86 degrees 25 minutes 04 seconds West, with said south line, a distance of 306.23 feet to the northwest corner of said Canfield Subdivision, being the northeast corner of a tract of land conveyed to the City of Dallas by deed of record in Volume 473, Page 180 of said records, same being a point in said south line;

THENCE South 86 degrees 38 minutes 43 seconds West, continuing along said south line, a distance of 123.56 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS" for the southeast corner of the herein described tract and the **TRUE POINT-OF-BEGINNING**;

THENCE South 86 degrees 40 minutes 02 seconds West, continuing along said south line a distance of 335.58 feet to a concrete monument found at the most south, southwest corner of herein described tract;

THENCE departing said south line and along and with the common east line of said City of Dallas tract and west line of said 471.302 acre tract the following courses and distances:

North 72 degrees 09 minutes 15 seconds West, a distance of 105.91 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 28 degrees 58 minutes 33 seconds East, a distance of 81.48 feet to a found 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

North 21 degrees 55 minutes 18 seconds East, a distance of 51.35 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 10 degrees 59 minutes 37 seconds East, a distance of 47.71 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 23 degrees 41 minutes 28 seconds East, a distance of 36.38 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 33 degrees 37 minutes 51 seconds East, a distance of 30.09 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 27 degrees 34 minutes 05 seconds East, a distance of 137.20 feet to a found 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

A tangent curve to the left having a radius of 123.91 feet and an arc length of 30.02 feet (chord bears North 20 degrees 37 minutes 39 seconds East, 29.95 feet) to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 13 degrees 41 minutes 06 seconds East, a distance of 129.57 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 09 degrees 11 minutes 19 seconds East, a distance of 24.55 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 14 degrees 00 minutes 25 seconds East, a distance of 21.12 feet to a found 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

North 24 degrees 17 minutes 30 seconds East, a distance of 25.04 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 32 degrees 37 minutes 09 seconds East, a distance of 31.23 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 41 degrees 08 minutes 36 seconds East, a distance of 25.46 feet to a found 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

North 33 degrees 27 minutes 53 seconds East, a distance of 61.29 feet to a found 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

North 32 degrees 05 minutes 07 seconds East, a distance of 71.83 feet to a found 5/8 inch iron rod with a red cap stamped "WESTWOOD PS";

North 09 degrees 59 minutes 26 seconds West, a distance of 48.39 feet to a 5/8 inch iron rod with a red cap stamped "DALLAS";

North 14 degrees 05 minutes 51 seconds West, a distance of 31.44 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

A tangent curve to the right having a radius of 25.00 feet and an arc length of 25.47 feet (chord bears North 15 degrees 05 minutes 20 seconds East, 24.38 feet) to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

North 44 degrees 15 minutes 52 seconds East, a distance of 69.30 feet to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

A non-tangent curve to the right having a radius of 125.01 feet and an arc length of 65.05 feet (chord bears North 59 degrees 10 minutes 18 seconds East, 64.32 feet) to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 74 degrees 04 minutes 43 seconds East, a distance of 70.34 feet to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

A tangent curve to the right having a radius of 90.00 feet and an arc length of 42.68 feet (chord bears North 87 degrees 39 minutes 51 seconds East, 42.28 feet) to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

South 78 degrees 45 minutes 04 seconds East, a distance of 26.36 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

South 88 degrees 53 minutes 31 seconds East, a distance of 10.60 feet to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

A tangent curve to the left having a radius of 100.00 feet and an arc length of 135.87 feet (chord bears North 52 degrees 11 minutes 03 seconds East, 125.66 feet) to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

North 13 degrees 15 minutes 27 seconds East, a distance of 15.00 feet to a found 5/8 inch iron rod with an unreadable cap;

North 02 degrees 47 minutes 47 seconds East, a distance of 41.94 feet to a found 5/8 inch iron rod with an unreadable cap;

North 20 degrees 00 minutes 28 seconds East, a distance of 143.74 feet to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

North 28 degrees 17 minutes 19 seconds East, a distance of 148.55 feet to a found 5/8 inch iron rod with an unreadable cap;

North 30 degrees 36 minutes 36 seconds East, a distance of 25.00 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 37 degrees 47 minutes 41 seconds East, a distance of 25.00 feet to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

North 44 degrees 58 minutes 48 seconds East, a distance of 25.00 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 52 degrees 09 minutes 53 seconds East, a distance of 25.00 feet to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

North 49 degrees 13 minutes 56 seconds East, a distance of 113.00 feet to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

North 50 degrees 44 minutes 35 seconds East, a distance of 80.00 feet to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

THENCE North 56 degrees 35 minutes 17 seconds East, a distance of 32.70 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557" for southeast corner of said City of Dallas Tract, and being and an ell corner in said called 471.302 acre tract;

THENCE South 14 degrees 33 minutes 37 seconds East, along a common south line of said City of Dallas tract, and being a north line of called 471.302 acre tract, a distance of 97.83 feet to a found concrete monument;

THENCE departing said common line and over and across said called 471.302 acre tract of land the following course and distances:

South 40 degrees 18 minutes 04 seconds East, a distance of 49.91 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

A non-tangent curve to the right having a radius of 55.00 feet and an arc length of 57.44 feet (chord bears South 74 degrees 01 minutes 53 seconds East, 54.87 feet) to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

South 44 degrees 06 minutes 40 seconds East, a distance of 169.17 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

South 49 degrees 49 minutes 21 seconds West, a distance of 126.47 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

South 82 degrees 27 minutes 53 seconds West, a distance of 91.91 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

A non-tangent curve to the left having a radius of 434.00 feet and an arc length of 245.44 feet (chord bears South 25 degrees 26 minutes 00 seconds West, 242.18 feet) to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

A tangent reverse curve to the right having a radius of 402.60 feet and an arc length of 149.34 feet (chord bears South 19 degrees 51 minutes 33 seconds West, 148.49) to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

North 51 degrees 16 minutes 26 seconds West, a distance of 146.83 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

South 38 degrees 43 minutes 34 seconds West, a distance of 95.00 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

South 51 degrees 16 minutes 26 seconds East, a distance of 149.26 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

A non-tangent curve to the right having a radius of 402.60 feet and an arc length of 213.77 feet (chord bears South 59 degrees 15 minutes 11 seconds West, 211.27 feet) to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

A tangent reverse curve to the left having a radius of 162.00 feet and an arc length of 119.79 feet (chord bears South 53 degrees 16 minutes 49 seconds West, 117.08 feet) to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

South 32 degrees 05 minutes 46 seconds West, a distance of 110.61 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

A tangent curve to the left having a radius of 362.00 feet and an arc length of 98.98 feet (chord bears South 24 degrees 15 minutes 47 seconds West, 98.67 feet) to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

South 16 degrees 25 minutes 47 seconds West, a distance of 175.57 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

South 00 degrees 03 minutes 23 seconds West, a distance of 227.44 feet to **the TRUE POINT-OF-BEGINNING** and containing 567,696 square feet or 13.033 acres of land more or less.

APPENDIX "A-3"
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TRAVIS RANCH

REAL PROPERTY LEGAL DESCRIPTION OF FIELDCREST

All of the lots located within the Mesquite Final Plat and the Forney Final Plat, described as follows:

Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 and 60 in Block A; Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64 and 65 in Block C; Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 and 41 in Block D; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35 in Block E; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in Block F; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 in Block G, in the Final Plat of Travis Ranch South Mesquite recorded on September 23, 2020, under Instrument No. 2020-0028889, and in Volume 6602, Page 61, of the Official Public Records of Kaufman County, Texas, and in Cabinet 3, Slide 645, of the map/plat records of Kaufman County, Texas; and

Lots 1X, 2, 3, 4, 5X, 6, 7, 8, 9, 10, 11 and 12 in Block A; Lots 1, 2, 3, 4, 5, 6, 7X and 8, 9, 10, 11, 12, 13, 14, 15 and 16 in Block B; Lots 1X, 2, 3, 4, 5 and 6 in Block C; and Lots 1X 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Block D, in the Final Plat of Travis Ranch South Forney recorded on September 9, 2020 under Instrument No. 2020-0027009, and in Volume 6580, Page 288, of the Official Public Records of Kaufman County, Texas, and in Cabinet 3, Slide 635, of the map/plat records of Kaufman County, Texas,

and the land reflected on such plats being all of the land described by metes and bounds as follows:

BEING a 44.492 acre tract of land situated in the County of Kaufman, State of Texas, being a part of the Isaac Jones Survey, Abstract No. 257, being a part of the 328.450 acre tract of land (Tract 1) conveyed to CTMGT Land Holdings, L.P. by deed of record in Volume 3614, Page 242 of the Official Public Records, Kaufman County, Texas, said 44.492 acre tract being more particularly described as follows:

COMMENCING at a concrete right-of-way monument found at the north end of a right-of-way corner clip at the intersection of the southwesterly right-of-way line of F.M. Highway No. 740 with the northwesterly right-of-way line of F.M. Highway No. 460 for the most easterly northeast corner of said 328.450 acre tract;

THENCE South 06°32'26" West along said corner clip, a distance of 67.66 feet to a found 1/2" iron rod with plastic cap stamped "Halff and Assoc", and being the south end of said right-of-way corner clip;

THENCE in a southwesterly direction with said northwesterly right-of-way line, the following calls and distances:

South 46°44'53" West a distance of 2,080.33 feet to a concrete right-of-way monument;

Along curve to the left having a radius of 2,910.37 feet and an arc length of 362.34 feet (chord bears South 43°11'23"W, 362.11 feet) to a point at the northeast base of a found leaning concrete right-of-way monument;

South 39°37'23" West a distance of 707.10 feet to a 1/2" iron rod with plastic cap stamped "Halff and Assoc";

Along curve to the right having a radius of 2,820.64 feet and an arc length of 296.39 feet (chord bears South 42°37'10"W, 296.26 feet) to a found concrete right-of-way monument;

South 45°38'42" West a distance of 323.59 feet to a 5/8" iron rod with plastic cap stamped "Westwood PS" set for the northeast corner of the herein described tract, the **TRUE POINT-OF-BEGINNING**;

THENCE South 45°38'42" West continuing along said northwesterly right-of-way line, a distance of 499.78 feet to a 1/2" iron rod with plastic cap stamped "Halff and Assoc" found for the southeast corner of said 328.450 acre tract and the northeast corner of the 12.22 acre tract of land conveyed to Knox Oil of Texas, Inc., by deed of record in Volume 683, Page 658 of said Official Public Records;

THENCE South 89°05'06" West with the north line of said 12.22 acre tract, a distance of 1,599.31 feet to a 3/8" iron rod found in the north right-of-way line of U.S. Highway No. 80 for the northwest corner of said 12.22 acre tract;

THENCE North 60°28'50" West with said north right-of-way line, a distance of 169.22 feet to a set 5/8" iron rod with yellow plastic cap stamped "Westwood PS";

THENCE over and across said 328.450 acre tract the following calls and distances:

North 29°31'10" East a distance of 115.03 feet to a set 5/8" iron rod with a yellow cap stamped "WESTWOOD PS";

Along a non-tangent curve to the right, having a radius of 282.50 feet and an arc length of 46.44 feet (chord bears North 54°58'48"W, 46.38 feet) to a set 5/8" iron rod with a yellow cap stamped "WESTWOOD PS";

South 39°43'45" West a distance of 111.23 feet to a set 5/8" iron rod with a yellow cap stamped "WESTWOOD PS";

North 60°28'50" West, a distance of 140.03 feet to a set 5/8" iron rod with a yellow cap stamped "WESTWOOD PS";

North 00°59'31" West, a distance of 582.10 feet to a set 5/8" iron rod with a yellow cap stamped "WESTWOOD PS";

North 06°24'52" East, a distance of 199.43 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

North $89^{\circ}05'57''$ East a distance of 1654.83 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South $44^{\circ}21'59''$ East a distance of 874.01 feet to the **POINT-OF-BEGINNING** and containing **1,938,080 Sq. Ft. or 44.492 acres** of land.

**APPENDIX “B”
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TRAVIS RANCH**

DECLARANT REPRESENTATIONS & RESERVATIONS

B.1. GENERAL PROVISIONS.

B.1.1. Introduction. Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant’s role is complete upon expiration of the Development Period. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling the Declarant-related provisions in this Appendix. The terms of Appendix “B” may not be modified or amended without the express written consent of Declarant.

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

B.1.3. Purpose of Development and Declarant Control Periods. This Appendix gives Declarant certain rights during the Development Period and the Declarant Control Period to ensure a complete and orderly build out and sellout of the Property, which is ultimately for the benefit and protection of Owners and mortgagees. Declarant may not use its control of the Association and the Property for an advantage over the Owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements which the Association may not terminate without cause with ninety (90) days’ notice.

B.1.4. Definitions. As used in this Appendix and elsewhere in the Documents, the “Declarant Control Period” means that period of time during which Declarant controls the operation of this Association. The duration of the Declarant Control Period will be from the date this Declaration is recorded for a maximum period not to exceed the earlier of:

- (1) fifty (50) years from date this Declaration is recorded.

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

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

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

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

B.2.2. Weighted Votes. During the Declarant Control Period, Declarant shall hold “Class B” Member status and the vote appurtenant to each Lot owned by Declarant is weighted 5,000 times that of the vote appurtenant to a Lot owned by another Owner. In other words, during the Declarant Control Period, Declarant may cast the equivalent of 5,000 votes for each Lot owned by Declarant on any issue before the Association. On termination of the Declarant Control Period, Declarant’s Class B Member status shall expire (subject to Section B.7.4 of this Appendix “B” below) and thereafter, the vote appurtenant to Declarant’s Lots shall be that of a Class A Member and shall be weighted uniformly with all other votes.

B.2.3. Budget Funding. During the Declarant Control Period only, Declarant is responsible for the difference between the Association’s operating expenses and the Regular Assessments and Neighborhood Assessments received from Owners other than Declarant, and will either levy a special assessment to fund such deficit or provide any additional funds necessary to pay actual cash outlays of the Association. At the Declarant’s sole discretion, funds provided for the purpose of offsetting a deficit may be treated as a loan. On termination of the Declarant Control Period, Declarant will cease being responsible for the difference between the Association’s operating expenses and the Assessments received from Owners other than Declarant. Declarant is not responsible for funding the Operating Reserve Fund and may, at its sole discretion, require the Association to use Operating Reserve Funds when available to pay operating expenses prior to the Declarant funding any deficit.

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

B.2.5. Builder Obligations. During the Declarant Control Period only, Declarant has the right but not the duty or obligation (1) to reduce the Assessment obligation of a Builder or any Bulk Purchaser, and/or (2) to exempt a Builder from any or all liabilities for transfer-related fees charged by the Association or its manager, provided the agreement is in writing. Absent any

reduction or exemption granted by Declarant in writing for the benefit of a Builder, each Builder shall pay and be liable for a minimum of one (1) full calendar year's Assessments at the time of Builder's acquisition of a Lot. Following the Builder's acquisition of a Lot and payment of one (1) full calendar year's Assessments at the time of Builder's acquisition of a Lot, any Builder who owns a Lot is liable for all Assessments and other fees charged by the Association in the same manner as any Owner.

B.2.6. Commencement of Assessments. During the Declarant Control Period, Declarant will determine when the Association first levies Regular Assessments and Neighborhood Assessments against the Lots. Prior to the first levy, Declarant will be responsible for all operating expenses of the Association; however, Declarant may elect to treat any advance made by the Declarant to cover operating or other expenses of the Association as a loan to the Association subject to reimbursement and repayment by the Association.

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

B.2.8. Budget Control and Termination of Association Contracts. During the Declarant Control Period, the right of Owners to veto Assessment increases or Special Assessments is not effective and may not be exercised. During the Declarant Control Period, any contracts entered into by the Association may not be terminated without the prior written consent of Declarant.

B.2.9. Organizational Meeting. Within sixty days after the end of the Declarant Control Period, or sooner at the Declarant's option, Declarant will call an organizational meeting of the Members of the Association for the purpose of electing, by vote of the Owners, directors to the Board. Written notice of the organizational meeting must be given to an Owner of each Lot at least ten days but not more than sixty (60) days before the meeting. For the organizational meeting, and each regular or special meeting called thereafter, Owners of ten percent (10%) of the Lots constitute a quorum. The directors elected at the organizational meeting will serve as the Board until the next annual meeting of the Association or a special meeting of the Association called for the purpose of electing directors, at which time the staggering of terms will begin. At this transition meeting, the Declarant will transfer control over all utilities related to the Common Areas owned by the Association and Declarant will provide information to the Association, if not already done so, relating to the total costs to date related to the operation and maintenance of the Common Areas.

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

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

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

B.3.3. Architectural Control. **During the Development Period, Declarant has the absolute right to serve as the Architectural Reviewer pursuant to Article 6.** Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under Article 6 and this Appendix to (1) an ACC appointed by the Board, or (2) a committee comprised of architects, engineers, or other persons who may or may not be Members of the Association. Any such delegation is at all times subject to the unilateral rights of Declarant (1) to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (2) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Declarant also has the unilateral right to exercise architectural control over vacant Lots in the Property. **Neither the Association, the Board of directors, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of new Residences and related improvements on vacant Lots.**

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

- a. To create Lots, easements, and Common Areas within the Property.
- b. To subdivide, combine, or reconfigure Lots.
- c. To convert Lots into Common Areas and Common Areas back to Lots.
- d. To modify the construction and use restrictions of Article 7 of this Declaration.
- e. To merge the Association with another property owners association.
- f. To comply with the requirements of an underwriting lender.
- g. To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.
- h. To enable any reputable title insurance company to issue title insurance coverage on the Lots.
- i. To enable an institutional or governmental lender to make or purchase mortgage loans on the Lots.
- j. To change the name or entity of Declarant.

- k. To change the name of the addition in which the Property is located.
- l. To change the name of the Association.
- m. For any other purpose, provided the amendment has no material adverse effect on any right of any Owner.

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

B.3.6. Easement to Inspect & Right to Correct. During the Development Period, Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a screening wall located on a Lot may be warranted by a change of circumstance, imprecise siting of the original wall, or desire to comply more fully with public codes and ordinances. This Section may not be construed to create a duty for Declarant or the Association.

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

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

B.3.9. Access. During the Development Period, Declarant has an easement and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing the Property and the Property Subject to Annexation (as hereinafter defined), and for discharging Declarant's obligations under this Declaration.

Declarant also has the right to provide a reasonable means of access for the home buying public through any existing or future gate that restricts vehicular access to the Property in connection with the active marketing of Lots and Residences by Declarant or Builders, including the right to require that the gate be kept open during certain hours and/or on certain days. This provision may not be construed as an obligation or intent to gate the Property.

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

B.3.11. Assessments. For the duration of the Development Period, any Lot owned by Declarant or any Bulk Purchaser is not subject to mandatory assessment by the Association until the date Declarant or such Bulk Purchaser transfers title to an Owner other than Declarant or any Bulk Purchaser. If Declarant owns a Lot on the expiration or termination of the Development Period, from that day forward Declarant is liable for Assessments on each Lot owned by Declarant in the same manner as any Owner.

B.3.12. Land Transfers. During the Development Period, any transfer of an interest in the Property to or from Declarant is not subject to any transfer-related provision in the Documents, including without limitation on an obligation for transfer or Resale Certificate fees, and the transfer-related provisions of Article 8 of this Declaration. The application of this provision includes without limitation Declarant's Lot take-downs, Declarant's sale of Lots to Builders, and Declarant's sale of Lots to homebuyers.

B.4. COMMON AREAS. Declarant will convey title to the Common Areas, including any and all facilities, structures, improvements and systems of the Common Areas owned by Declarant, to the Association by one or more deeds – with or without warranty. Any initial Common Area improvements will be installed, constructed, or authorized by Declarant, the cost of which is not a Common Expense of the Association. At the time of conveyance to the Association, the Common Areas will be free to encumbrance except for the property taxes accruing for the year of conveyance the terms of this Declaration and matters reflected on the Plat. Declarant's conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners. The transfer of control of the Association at the end of the Declarant Control Period is not a transfer of Common Areas requiring inspection, evaluation, acceptance, or approval of Common Area improvements by the Owners. Declarant is under no contractual or other obligation to provide amenities of any kind or type.

B.5. WORKING CAPITAL FUND. Declarant shall establish a separate working capital fund for the Association which shall be different from the Operating Reserve Fund set forth in the

Declaration, Section 8.11.3, by requiring purchasers of Lots to make a one-time contribution to this fund, subject to the following conditions:

a. The amount of the contribution to this fund will be (each referred to herein as a "Working Capital Contribution"):

- (i) for transfers from Declarant to an Owner, no Working Capital Contribution shall be due;
- (ii) for transfers from a Builder to an Owner (excluding a Declarant, a Successor Declarant, or Declarant-affiliate), the greater of (i) fifty percent (50%) of the annual assessment charged hereunder, or (ii) \$250.00; and
- (iii) for transfers from any non-Builder or non-Declarant Owners to an Owner (excluding a Declarant, a Successor Declarant, or Declarant-affiliate), the greater of (i) one hundred percent (100%) of the annual assessment charged hereunder, or (ii) \$500.00.

No Working Capital Contributions shall be due will be collected on the closing of the sale of the Lot to a Declarant, a Successor Declarant or Bulk Purchaser, or Declarant-affiliate. Working Capital Contributions received by the Association may not be used to fund reserves unless specifically required by the budget of the Association then in effect. Working Capital Contributions received by the Association may be deposited into the Association's operating account and is not required to be held in a segregated account.

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

c. Working Capital Contributions to the working capital fund are not advance payments of any Assessments or made in lieu of other reserve fund payments or amounts to be collected or due hereunder in the event of a transfer of a Lot and are not refundable to the contributor by the Association or by Declarant. This may not be construed to prevent a selling Owner from negotiating reimbursement of the contribution from a purchaser. Funds may be used for any operating, administrative and/or maintenance needs of the Association, including, without limitation, funding for the Association's operating needs during the Declarant Control Period in the event of a deficit in the Association's operating budget.

d. Declarant will transfer the balance of the working capital fund, if any, to either the Association's operating account or the Association's Operating Reserve Fund on or before termination of the Declarant Control Period.

B.6. SUCCESSOR DECLARANT. Declarant may designate one or more successor Declarants (herein so called) for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and successor Declarant, and recorded in the Real Property Records of Kaufman County, Texas. Declarant (or Successor Declarant) may subject the designation of successor Declarant to limitations and reservations. Unless the designation of

successor Declarant provides otherwise, a successor Declarant has the rights of Declarant under this Section and may designate further successor Declarants.

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

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

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

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

- (iii) That all of the provisions of this Declaration, as amended, shall apply to the Annexed Land being added or annexed with the same force and effect as if said Annexed Land were originally included in this Declaration as part of the initial Property subject to this Declaration, with the total number of Lots increased accordingly;
- (iv) That an Assessment Lien is therein created and reserved in favor of the Association to secure collection of the Assessments as provided in this Declaration, and as provided for, authorized or contemplated in the Supplemental Declaration, and setting forth the first year Regular Assessments and Neighborhood Assessments (if any) and the amount of any other then applicable Assessments (if any) for the Lots within the Annexed Land being made subject to this Declaration; and
- (v) Such other provisions as the Declarant therein shall deem appropriate.

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

B.7.3. No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any Member to annex any property to this Declaration and no Owner of the property excluded from this Declaration shall have any right to have such property annexed thereto.

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

[End of Appendix B]

APPENDIX "C"
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TRAVIS RANCH

- Appendix C-1 Design Guidelines applicable to Travis Ranch**
- Appendix C-2 Design Guidelines applicable to Travis Ranch Marina**
- Appendix C-3 Design Guidelines applicable to Fieldcrest**

[see attached]

**APPENDIX “C-1”
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TRAVIS RANCH**

TRAVIS RANCH DESIGN GUIDELINES

1. Houses. The principal improvement on a Lot must be one detached single-family dwelling with a minimum floor area for all interior air-conditioned space of 1,200 square feet. A dwelling or addition constructed elsewhere may not be moved onto a Lot.

2. Setbacks. No improvement may be erected, altered, placed or permitted to remain on any Lot nearer to the front, side and rear lot lines of any than the minimum distance of setback set forth below with respect to such applicable lot line for such Lot:

20' setback on rear property line

20' setback on front property line

5' setback on side property lines (except corner Lots with respect to which a 10' setback on the side property line adjoining a street shall be required)

The Declarant may exempt garden homes, zero lot line homes and similar type products from the front, side and rear yard requirements.

3. Exterior Wall Materials. Exterior wall materials must be approved by the Architectural Reviewer. Generally, at least 75 percent of the dwelling's total exterior area, minus windows and doors, must be masonry or masonry veneer, such as brick, stone, stucco, concrete or other cementitious product; provided, however, concrete bricks are permitted only if approved by the Architectural Reviewer as to color and manufacturer. Fireplaces situated on exterior walls must be encased in brick. All siding must be HardiPlank. HardiPlank shall not be considered masonry or masonry veneer for purposes of calculating the 75 percent exterior coverage requirement. Dwellings adjacent to a Thoroughfare Street (including, without limitation, Travis Ranch Boulevard), or F.M. 740 must be 100 percent masonry or masonry veneer; provided, however, minimal areas of front elevations of Residences such as under eaves and dormers may be other exterior wall materials as approved by the Architectural Reviewer.

4. Roofs. Roofs must be covered with material having a manufacturer's warranty of at least 20 years. The use of fiberglass shingles is permitted. The color of roofing material must be weathered wood or an equivalent earth tone color. The minimum roof pitch required is 6:12 (that is, 6 inches of rise for every 12 inches of run). The Architectural Reviewer may permit or require other weights, materials, and colors.

5. Garage & Driveway. Each dwelling must have an attached garage for at least two standard-size cars with garage doors installed. If the lot has alley access, the garage must be a rear or side entry using the alley for access. The driveway must be surfaced with concrete.

6. Landscaping. Landscaping must be installed on the front and side yards of the Lot and must be completed prior to issuance of a Final Inspection Report. Each Owner shall plant and maintain within their front and side yard area the following plant materials:

Trees - one 3 inch caliper or greater (as measured 6 inches from the ground) of one of the following varieties or other drought tolerant species:

Botanical Name	Common Name
<i>Quercus virginiana</i>	Live Oak
<i>Quercus shumardu</i>	Shumard Red Oak
<i>Ulmus crassifolia</i>	Cedar Elm
<i>Ulmus parvifolia</i>	Lacebark Elm
<i>Acer barbatum</i>	Caddo Maple
<i>Taxodium distichum</i>	Bald Cypress
<i>Liquidambar</i>	Sweetgum
<i>styraciflua</i>	Chinese Pistachio
<i>Pzstacia chinensis</i>	

Shrubs - one to five 3-5 gallon accent shrub and a number of one gallon shrubs as necessary (as determined by the Architectural Reviewer) to ensure the flowerbeds in the front and on the side of a Residence visible from the Street or Common Areas are filled in and suitably cover the ground within the flower beds. Decorative grasses and shrubs may be used only with prior written consent of the Architectural Reviewer. The Architectural Reviewer reserves the right, but is in no way obligated to, inspect and require additional shrubs in the flowerbed area if it determines the plantings do not comply with this paragraph.

Lawn Grass - sod, any variety.

7. Mailboxes. To the extent permitted, one 4x4 cedar mailbox pedestal shall be shared by 2 lots, with 2 mailboxes affixed to 1 pedestal. The Architectural Reviewer may require a uniform size and style of mailbox.

8. Fences & Walls. This Section is subject to the Architectural Reviewer's right to adopt additional or different specifications for construction or reconstruction of fences. The height of all fences must be 6 feet from the finished grade of the Lot. All fences must be constructed of spruce or better quality flat top pickets and must have a rail no less than 6 inches from the top of the finished fence. Fences that face F.M. 720, Travis Ranch Boulevard and streets intersecting Travis Ranch Boulevard (to the next intersecting street) must be constructed of cedar with steel posts, and stained with a light neutral stain consistently applied in a color selected by the Architectural Reviewer. Retaining walls must be constructed entirely with Architectural Reviewer-approved materials, however railroad ties may not be used for a retaining wall visible from a street. Fences may not be constructed between a dwelling's front building line and the street. The use of chain link fencing is prohibited. Construction of all fences must be completed prior to issuance of a Final Inspection Report.

- a. *Fences along Streets and Common Lot Lines.* Any fence or portion thereof that faces a public street shall be constructed so that all structural members and posts will be on the side of the fence away from the street so that they are not visible from any public right-of-way. With respect to fencing constructed along any common Lot line, unless otherwise approved in writing by the Architectural Reviewer: (1) only one fence shall be constructed along a common Lot line; and (2) after a fence has been constructed along a common Lot line, the Owner of the adjacent Lot shall be entitled to attach fencing materials which otherwise comply with the provisions of this Section to the structure of the existing fence constructed along such common Lot line provided that additional poles or posts at four feet (4') on center are installed to support the additional weight on the fence. The Owners of Lots adjacent to Travis Ranch Boulevard shall be entitled to attach fencing materials which otherwise comply with the provisions of this Section to the structure of the existing fence constructed by the Declarant along Travis Ranch Boulevard.
- b. *Fence Stain.* Wood fences must be stained with an Architectural Reviewer-approved color. The Architectural Reviewer may require a uniform color of stain. Wood fences may not be painted

9. Signs. Signage for sale and authorized grandfathered leasing of the Residences are approved. Subject to the sign restrictions in a preceding section, the following signs are permitted per Single Family Lot:

- a. One professionally made sign of not more than 5 square feet advertising the Lot for sale.
- b. Signs for political candidates or the sponsorship of a political party or issue in accordance with Section 7.26 of the Declaration;
- c. A sign pertaining to the school achievement or activity of a resident student, if such signs are customary to the school and neighborhood.
- d. One professionally made sign of not more than 1 square foot advertising that the dwelling is monitored by a security service, but only during the active term of a monitoring contract.

10. Accessories. Installation of all exterior items and surfaces, including address numbers, decorative hardware, external ornamentation, lights fixtures, landscape and security lighting, attic ventilators, awnings and screens, flagpoles and flags, fountains, gutters and downspouts, shutters, skylights, storm screens, trellises, arbors, and exterior paint and stain, is subject to the Architectural Reviewer's prior approval, including approval of design, color, materials, and location.

11. Security Measures. Any security fencing installed on an Owner's Lot as a security measure under Section 202.023 of the Texas Property Code, as amended:

- (a) shall be no higher than eight (8) feet from grade,

- (b) to the extent located within the front yard area of an Owner's Lot, must be open and constructed of ornamental metal or wrought iron materials that allow the front façade of the residence on such Owner's Lot to remain visible from the street through such fencing and be of a design approved by the Architectural Reviewer and also Declarant during the Development Period,
- (c) to the extent located within the front yard area of an Owner's Lot, shall not include or be constructed or installed with screening material, landscape screening, chain link, razor wire, electrification, or barbed wire,
- (d) shall not be placed in a manner that obstructs (i) a licensed areas, (ii) a sidewalk in the public right-of-way or otherwise installed for public community use, or (iii) a drainage easement or drainage area,
- (e) in the event such fencing includes a driveway gate, such driveway gates shall be located at least ten feet (10') from the right-of-way if the driveway intersects with a landed roadway,
- (f) shall not be constructed in front of the front-most facing building line of the residence on a Lot unless (i) the Owner's residential address is exempt from public disclosure by state or federal law, or (ii) the Owner provides the Board documentation from a law enforcement agency of the Owner's need for enhanced security measures, and
- (g) such fencing shall otherwise be constructed, installed and maintained in compliance with any and all governmental requirements, including permit requirements.

No Owner shall place security cameras in any place other than the Owner's own Lot. The "front yard area" with respect to a Lot shall mean the area between the front façade of the residence on such Lot and the public street or right-of-way in front of such Lot...

[End of Appendix "C-1".]

APPENDIX "C-2"
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TRAVIS RANCH

TRAVIS RANCH MARINA DESIGN GUIDELINES

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

DESIGN GUIDELINES

PART ONE: LANDSCAPING, FENCES AND EXTERIOR ELEMENTS

SECTION 1.1 LANDSCAPING: Upon completion of each Residence, the following landscape elements shall be installed prior to occupancy of the Residence:

- 1.1.1 Sod: Each dwelling shall have full sod installed for the entire front yard and a minimum of ten (10) feet back from the front wall face for each side yard, or to the side yard fence, whichever is greater. Underground irrigation systems are required for all sod areas.
- 1.1.2 Trees: One (1) tree with a minimum caliper of three inches (3"), measured at breast height from grade is required. Tree and shrub species shall be in accordance with the city of Forney if applicable. Should a Street Tree Guideline for the City exist, each Builder and Owner shall be required to comply with applicable Street Tree Guidelines per the City ordinance. Drip irrigation must be provided. Each Owner shall be responsible for maintenance and preservation of trees located on their property and shall promptly replace dead trees within thirty (30) days if favorable planting weather prevails or ninety (90) days of loss occurrence if unfavorable weather exists.
- 1.1.3 Shrubbery and Planting Beds: Each Dwelling shall have a minimum of five (5) five 10-gallon shrubs and a minimum of five (5) 3 to 5-gallon shrubs. Shrubbery shall meet any city ordinance requirements with regard to species and shrubbery should enhance the aesthetic appearance of the home and the neighborhood. A mulched planting bed is required and color is encouraged although not mandatory. Edging materials of an aesthetically pleasing variety to separate the sod and planting bed is preferred but, not mandatory. Suitable irrigation to planting beds and tree wells are required. In order to preserve the aesthetic harmony and appearance of the community, Owners shall promptly replace dead plants within thirty (30) days if favorable planting weather prevails or ninety (90) days of loss occurrence if loss takes place during unfavorable weather conditions.

SECTION 1.2 FENCES: Minimum height for all fences shall be six feet (6') from the finished grade of the Lot. Any height over six feet (6') requires a prior written approval of the Architectural Reviewer. Maximum fence height allowed shall be eight feet (8'). All fences must meet all city ordinance requirements. It shall be the sole responsibility of the Builder to ensure all city requirements and restrictions as set forth in this Declaration and its Design Guidelines are met. Wood fences may not be painted. No fence may extend past the front building line

1.2.1 Major Thoroughfares and Corner Lots: All fencing on corner lots and backing up to streets and major thoroughfares will be considered major thoroughfare fencing. Fencing, which shall be of pre stained cedar, board on board with a top cap and a rail no less than six inches (6") from the top of the finished fence. Fence shall have a running board and a gap of at least one inch (1") should be left between the base of the fence and the ground. All fences must have metal posts installed on the inside so as not to be visible from any street. See details indicated in Exhibit Attachment 1.2.1. All fencing facing major thoroughfares and Corner Lots shall be stained and preserved as follows. No other stain color is allowed without the express written consent of the Architectural Reviewer.

Manufacturer: Sherwin Williams

Color: Banyan Brown – Apply per product installation

1.2.2 Standard Side and Rear Yard Fences – Interior Lots: For all interior lots, fences may be spruce or better consisting of Board-on-Board construction using quality flat top pickets with a rail no less than six inches (6") from the top of the finished fence. A top cap is preferred but, not mandatory. Fences must have metal posts on the inside and comply with the materials and details indicated in Exhibit Attachment 1.2.2. All portions of the fence that are visible from any street shall be stained with the colors specified above at Section 1.2.1.

1.2.3 Central Greenbelt Area Side and Rear Yard Fences: All side and rear lot lines of Lots that are adjacent to Greenbelt areas and any open space shall have black finished forty-eight inch (48") high wrought iron fences for the full width of rear lot lines as detailed in Attachment 1.2.3.2. All fences shall be consistent; no variation of design shall be permitted. Fence areas shall be unobstructed by screening or other materials unless specifically approved by the Association.

SECTION 1.3 MAIL BOXES:

1.3.1 Standard Mail Boxes: Mail Boxes shall be cluster boxes which shall be of a style

and type to be agreed upon by the Declarant and the U.S. Postal Service. Location of pads and cluster boxes shall be determined by the Declarant and U.S. Postal Service. Any damage sustained to a cluster box unit shall be shared equally between the Owners who are serviced by that cluster box unit and shall be levied as a Special Group Assessment. The Association is not responsible for damage to cluster box units notwithstanding, the Association may facilitate the necessary repairs and shall in turn levy a Special Group Assessment for reimbursement to the Association. The Special Group Assessment shall be charged to each affected Owners account and is subject to collection as set forth in this Declaration. The Association does not maintain keys for any cluster box units within the Association.

SECTION 1.4 FLAGS AND FLAGPOLES. All flagpoles require the prior written approval of the Architectural Reviewer.

- 1.4.1 The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces. No other types of flags, pennants, banners, kits or similar types of displays are permitted on a Lot if the display is visible from a street or Common Area.
- 1.4.2 The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.
- 1.4.3 The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 1.4.4 Free Standing flagpoles may be allowed with the express written consent of the Architectural Reviewer. Flagpoles attached to a Residence shall be constructed of permanent, long-lasting materials and may not exceed four (4) feet in length. The materials used for the flagpole shall be harmonious with the Residence and must have a silver finish with a gold or silver ball at the top. The flagpole must not exceed three (3) inches in diameter. Flags and flagpoles must be kept in good repair at all times.
- 1.4.5 A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.
- 1.4.6 Only one flagpole will be allowed per Residence/ Lot.
- 1.4.7 Any flag flown or displayed on a flagpole attached to the Residence may be no

larger than 3'x5'.

- 1.4.8 All flagpoles must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have flagpole removed until Owner resolves the noise complaint.
- 1.4.9 The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by Owner. Flag illumination may not shine into another Residence. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves complaint.
- 1.4.10 Flagpoles shall not be installed in Common Area or property maintained by the Association.
- 1.4.11 **All flagpole installations must receive prior written approval from the ACC.**

SECTION 1.5 GUTTERING, RAIN BARRELS OR RAINWATER HARVESTING SYSTEMS

- 1.5.1 **All Residences shall be fully guttered.** This requirement applies regardless of whether rain barrels or rain water harvesting systems are installed on the Lot.
- 1.5.2 Rain barrels or rain water harvesting systems and related system components (collectively, "**Rain Barrels**") **may only be installed after receiving the written approval of the ACC.**
- 1.5.3 Rain barrels may not be installed upon or within the Common Areas.
- 1.5.4 Under no circumstances shall rain barrels be installed or located in or on any area within a Lot that is in-between the front of the Owner's Residence and an adjoining or adjacent street.
- 1.5.5 The rain barrel must be of color that is consistent with the color scheme of the Owner's Residence and may not contain or display any language or other content that is not typically displayed on such rain barrels as manufactured.
- 1.5.6 Rain barrels may be located in the side-yard or back-yard of Lot so long as such

rain barrel(s) may not be seen from a street, another Lot or any Common Area of the Subdivision.

- 1.5.7 In the event the installation of Rain Barrels in the side-yard or back-yard of an owner's property in compliance with paragraph e above is impossible, the Reviewing Body may impose limitations or further requirements regarding the size, number and screening of Rain Barrels with the objective of screening the Rain Barrels from public view to the greatest extent possible. The owner must have sufficient area on their Lot to accommodate the Rain Barrels.
- 1.5.8 Rain Barrels must be properly maintained at all times or removed by the owner.
- 1.5.9 Rain Barrels must be enclosed or covered.
- 1.5.10 Rain Barrels which are not properly maintained, become unsightly or could serve as a breeding pool for mosquitoes must be removed by the owner from the Lot.

SECTION 1.6 CERTAIN RELIGIOUS DISPLAYS

- 1.6.1 By statute, an Owner is allowed to 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 occupant's sincere religious belief. Such display is limited according to the provisions contained herein.
- 1.6.2 If displaying or affixing of a religious item on the entry to the Owner's or occupant's Residence violates any of the following covenants, the Association may remove the item displayed:
 - (1) threatens the public health or safety;
 - (2) violates a law;
 - (3) contains language, graphics, or any display that is patently offensive to a passerby;
 - (4) is permanently installed in a location other than the entry door or door frame or extends past the outer edge of the door frame of the Owner's or occupant's Residence; or
 - (5) individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches.
- 1.6.3 No owner or resident is authorized to use a material or color for an entry door or

door frame of the Owner's or occupant's Residence or make an alteration to the entry door or door frame that is not authorized by the Declaration or otherwise expressly approved by the ACC.

PART TWO: DWELLING UNITS

SECTION 2.1 ROOFS

- 2.1.1 Roof Pitch: Minimum Roof Pitch to be 6:12 for all roof structures covering main living areas. Lesser Roof Pitches may be permitted for front yard porches, non-front entry garages or at the Declarant's or Architectural Reviewer's discretion and only upon written approval. All Roofs shall have a minimum twenty (20) year rated warranty shingle or equivalent with a minimum weight of 220 pounds per square foot (100 square feet). **The color of shingles shall be subject to the approval of Architectural Reviewer.** Generally accepted colors shall be those in the color family of weathered or warm browns and grays. Other colors may be considered only upon written approval of the Architectural Reviewer. **Builders must notify the Architectural Reviewer at time of plan submission of the type of roofing materials and color of shingle to be used.**
- 2.1.2 Roofing Materials: Roofing materials shall be Architectural grade composition shingles, Cement Fiber shingles, slate, clay tile or concrete tile. **Other materials must be approved in writing by the ACC prior to use.**
- 2.1.3 Dormers & Above Roof Chimneys: All fireplace chimney flues shall be encased in one-hundred percent (100%) masonry for all chimney types and locations; exposed pre-fabricated metal flue piping is prohibited.

SECTION 2.2 CERTAIN ROOFING MATERIALS

- 2.2.1 Roofing shingles covered by this Section are exclusively those designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than or equal to those provided by customary composite shingles; or (iii) provide solar generation capabilities (collectively, "**Roofing Shingles**").
- 2.2.2 Roofing Shingles allowed under these Guidelines shall:
- (1) resemble the shingles used or otherwise authorized for use in Subdivision that help represent the Traditional Neighborhood Development ("TND");

- (2) be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use in Subdivision; and
 - (3) match the aesthetics of the property surrounding the property of the owner requesting permission to install the Roofing Shingles.
- 2.2.3 The Owner requesting permission to install the Roofing Shingles will be solely responsible for accrediting, certifying and demonstrating to the Architectural Reviewer that the proposed installation is in full compliance with these Design Guidelines and the city Ordinance or Design Standards required.
- 2.2.4 Roofing Shingles shall be installed after receiving the written approval of the Architectural Reviewer.
- 2.2.5 Owners are hereby placed on notice that the installation of Roofing Shingles may void or adversely affect other warranties.

SECTION 2.3 SOLAR PANELS – Prior written approval of the ACC is required for all solar panel installations.

- 2.3.1 Solar energy devices, including any related equipment or system components (collectively, "**Solar Panels**") may only be installed after receiving the prior written approval of the ACC.
- 2.3.2 Solar Panels may not be installed upon or within Common Areas or any area which is maintained by the Association.
- 2.3.3 Solar Panels may only be installed on designated locations on the roof of a Residence, on any structure allowed under any Subdivision or Association dedicatory instrument, or within any fenced rear-yard or fenced-in patio of an Owner's Lot, but only as allowed by the Architectural Control Committee. **Solar Panels may not be installed on the front elevation of the Residence.**
- 2.3.4 If located on the roof of a Residence, Solar Panels shall:
- (1) not extend higher than or beyond the roofline;
 - (2) conform to the slope of the roof;
 - (3) have a top edge that is parallel to the roofline; and
 - (4) have a frame, support bracket, or wiring that is black or painted to match the color of the roof tiles or shingles of the roof. Piping must be painted to match the surface to which it is attached, i.e. the soffit and wall. Panels

must blend with the color of the roof to the greatest extent possible.

- 2.3.5 If located in the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line or visible from any adjacent Lot, Common Area or street.
- 2.3.6 The Architectural Control Committee may deny a request for the installation of Solar Panels if it determines that the placement of the Solar Panels, as proposed by the Owner, will create an interference with the use and enjoyment of any adjacent Lot or Common Area.
- 2.3.7 Owners are hereby placed on notice that the installation of Solar Panels may void or adversely affect roof warranties. Any installation of Solar Panels which voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the Owner.
- 2.3.8 Solar Panels must be properly maintained at all times or removed by the Owner.
- 2.3.9 Solar Panels which become non-functioning or inoperable must be removed by the Owner.

SECTION 2.4 EXTERIOR WALLS – Exterior construction is to be predominately composed of masonry materials. Masonry shall be defined as standard size full width brick, stone, cultured stone, or stone veneer. Color variations for masonry exteriors are encouraged notwithstanding, colors must always compliment other residences constructed in the immediate neighborhood or area where the residence is located. The use of cementitious fiberboard siding may be utilized in lieu of masonry but, only for up to 25% of the exterior and is limited to use on sides and rear of the residence only. Shake siding is not allowed without the express written consent of the Architectural Reviewer. **The use of engineered wood products is prohibited as a substitute to the masonry requirements prescribed herein.**

- 2.4.1 An exception to the restrictions of 2.4 above may be considered for rear facing façade(s) of one-story residences built on interior Lots. For the purpose of enforcing this provision, an interior Lot is defined as a Lot that adjoins an existing platted Lot along its side and rear Lot lines, with said interior Lot NOT having a side or rear Lot line that adjoins a street right-of-way, with no part of said rear Lot line being closer than 200 feet to a designated arterial or collector street. Only the remaining non-rear facades shall be subject to the masonry requirement.

2.4.1.1 Front Walls: The front of the residence must be 100% masonry product as described above excluding certain architectural features such as doors, windows, boxed or bay windows, roof mounted dormer walls no greater than eight feet (8')

wide at their base, areas under covered porches, one-story in height, and other similar architectural projections. **Siding may only be used for hidden or concealed wall surfaces and may not be directly visible from the Lot front property line.** Some exceptions for use of cementitious siding may be made for two-story homes and is at the sole discretion of the Architectural Reviewer. **The use of siding shall be strictly limited and must have the prior written approval of the Architectural Reviewer.**

2.4.1.2 **Side and Rear Walls:** Side and rear wall surfaces for all elevations shall be at least 75% masonry. **Siding may only be used up to 25% on side and rear walls and for hidden or concealed wall surfaces not directly visible from the street or adjoining Lot with the exception of 2.4.1 with prior written approval of the Architectural Reviewer.**

2.4.1.3 **Chimneys:** Chimney wall structures that are a direct extension of an exterior wall shall match the requirement of said wall.

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

SECTION 2.5 ELEVATION AND BRICK USAGE

2.5.1 **Exterior Material Area Calculations:** All dwelling submittals for the construction of Residences submitted to the Architectural Reviewer for review and approval shall calculate the percentage coverage for each material as follows. Should the City ordinance for Exterior Material Area Calculations be greater than the ordinances set forth in this Declaration, the higher standard shall prevail;

Same Plan with Same Elevation: The repeat of the same floor plan with the same elevation design shall be governed by the following provisions:

2.5.1.1 **Same Side of Street:** When dwelling units, using the same floor plan and same elevation, are constructed on the same side of the street, they shall be separated by a minimum of two (2) lots. A one (1) lot separation will be permitted when a street intersection occurs, the street right-of-way serves as a lot equivalent.

2.5.1.2 **Opposite Side of Street:** When dwelling units, using the same floor plan and same elevation, are constructed on opposite sides of the street, they shall not be constructed directly or diagonally across from each other.

2.5.2 **Repeat Brick Usage and Exterior Material Area Calculations:** All Dwelling submittals shall calculate the percentage coverage for each material as

follows:

- 2.5.2.1 Same Side of Street: No combination of brick color, mortar color, and sand color shall be repeated for adjacent dwellings. Street and alley intersections are acceptable separation elements.
- 2.5.2.2 Opposite Side of Street: There are no restrictions for the use of brick color, mortar color, and sand color for dwelling units on opposing sides of the street.
- 2.5.2.3 Exterior Material Area Calculations: All Dwelling submittals shall calculate the percentage coverage for each material.
- 2.5.2.4 Calculation Method: Calculations for material coverage percentages shall include all exposed areas of the wall surface, excluding window and door openings.
- 2.5.2.5 Calculation Format: Calculations shall indicate the area coverage for front, side, and rear wall areas. Calculations shall be submitted with the building plans.

SECTION 2.6 GARAGES AND DRIVEWAYS

2.6.1 Garages may not be used for any purpose that interferes with its ongoing use as a route of vehicular access / storage. Garage doors must be wood or faux wood and outside lighting on each side of the garage door is preferred. **NO** metal garage doors may be used without the express written consent of the Architectural Reviewer. Builders must notify the Architectural Reviewer upon submittal of plans what type of material and style of garage door shall be used. Garages may not be used for business of any kind nor may a garage be used as a living quarters at any time.

2.6.2 Driveways may not be used for storage of any kind and must be kept clear at all times for use as a means of vehicular access. NO inoperable vehicles may be stored on driveway or in front of home at any time. Driveways may not be used for major mechanic work notwithstanding minor vehicle maintenance such as oil and tire changes are acceptable so long as stains to the driveway are avoided and area is cleaned and restored to normal. Play equipment, portable basketball goals, sports equipment, and the like may not remain on the driveway when not in use. NO trailers, RV's, boats, and other recreational vehicles or equipment is allowed to be parked in the driveway or street without the express written consent of the Architectural Control Committee. Temporary permits may be allowed for loading, unloading, and cleaning of recreational vehicles and equipment upon request. Failure to adhere by these rules will result in a violation notice to Owner which may carry greater fines than other acts of non-compliance

SECTION 2.7 SETBACKS

2.7.1 No residence or improvement may be erected, altered, placed, or permitted to remain on any Lot nearer to the front, side, and rear lot lines on any Lot outside the minimum distance of setback restrictions set forth on the plat, per City Ordinance, or as may be stipulated in writing by the Architectural Reviewer. Notwithstanding, it shall be the Builder's responsibility to ensure that all setback requirements are met. Any violation of setback requirements or restrictions may require correction by the Builder.

SECTION 2.8 MINIMUM SQUARE FOOTAGE

The minimum square footage for any one story residence constructed shall not be less than 1,800 square feet of air conditioned living space. Two-Story residences shall be required to have not less than 2,000 square feet of air conditioned living space.

SECTION 2.9 CONSTRUCTION AREAS

2.9.1 All construction areas shall be kept clean. **Construction debris must be placed in proper waste bins and may not be dumped on any empty lot or common area at any time.** Construction materials may be stored on a Lot however, materials may not be delivered or stored more than ten (10) days prior to construction beginning. The Association shall NOT be liable for any construction materials, equipment, or machinery of any kind which may be lost or stolen during construction. Builders shall make every effort to respect the peace and quiet and privacy of any existing Homeowners located in the area of construction. Construction shall not begin before sunrise and must stop by dusk or no later than 8:00 p.m. each night. Work on Sundays shall not commence before 8:00 a.m. and must stop no later than 5:00 p.m.

Exhibit Attachment 1.2.1.1 – Fence Detail – Major thoroughfares and Corner Lots

Exhibit Attachment 1.2.2.1 – Fence Detail – Standard Side and Rear Yard Fences (Interior Fencing)

Exhibit 1.2.3.2 – Wrought Iron / Ornamental Fence Details

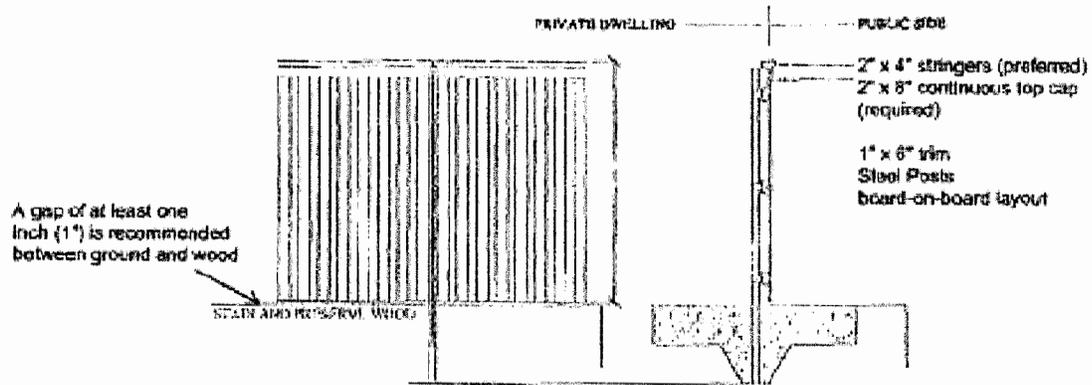
Exhibit 1.3.1 - Sample of acceptable Cluster Mailbox System

Additionally, the following shall apply:

2.10 Security Measures. Any security fencing installed on an Owner's Lot as a security measure under Section 202.023 of the Texas Property Code, as amended (a) shall be no higher than six (6) feet from grade, (b) to the extent located within the front yard area of an Owner's Lot, must be open and constructed of ornamental metal or wrought iron

materials that allow the front façade of the residence on such Owner's Lot to remain visible from the street through such fencing and be of a design approved by the Architectural Reviewer and also Declarant during the Development Period, (c) to the extent located within the front yard area of an Owner's Lot, shall not include or be constructed or installed with screening material, landscape screening, chain link, razor wire, electrification, or barbed wire, and (d) such fencing shall otherwise be constructed, installed and maintained in compliance with any and all governmental requirements, including permit requirements. No Owner shall place security cameras in any place other than the Owner's own Lot. The "front yard area" with respect to a Lot shall mean the area between the front façade of the residence on such Lot and the public street or right-of-way in front of such Lot.

FENCE EXHIBIT 1.2.1
CEDAR FENCING BOARD-ON-BOARD



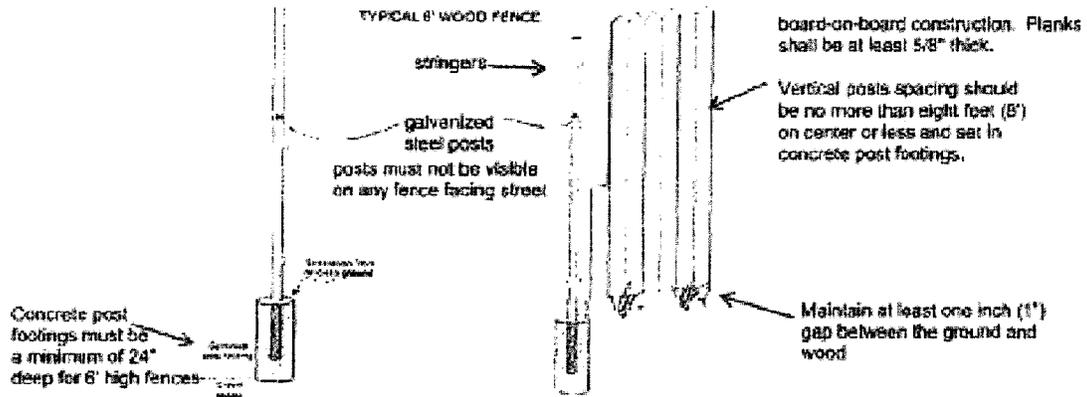
Stain Color:
Manufacturer: Sherwin-Williams Color: REFER TO SECTION 1.2.1 OF DESIGN GUIDELINES FOR APPROVED STAIN COLORS

Minimum Fence height shall be six feet (6'). Heights greater than six feet (6') require prior written approval of the ACC. Refer to Design Guidelines for more information on fence requirements.

EXHIBIT ATTACHMENT 1.2.2

STANDARD SIDE AND REAR YARD FENCES FOR INTERIOR LOTS.
SEE SECTION 1.2.2 OF THE DESIGN GUIDELINES FOR MORE INFORMATION.

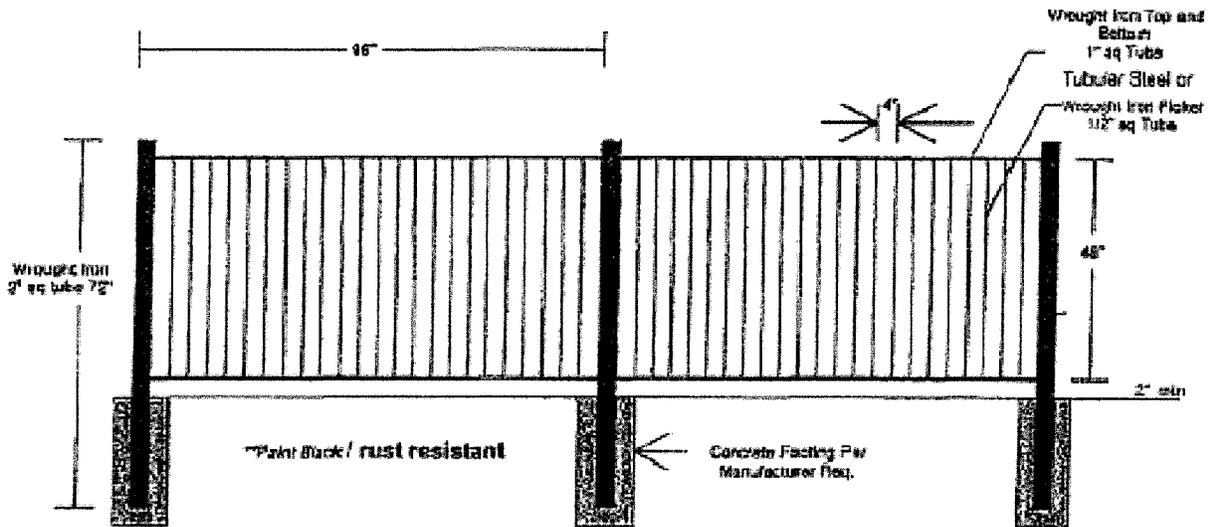
Fences must be constructed of Spruce or better



TOP RAIL PREFERRED BUT NOT REQUIRED. TRIM FOR SIDE AND REAR YARD FENCES NOT VISIBLE FROM THE STREET IS OPTIONAL. ALL FENCES MUST BE STAINED WITH THE COLOR SPECIFIED IN SECTION 1.2.1 OF THE DESIGN GUIDELINES.

EXHIBIT ATTACHMENT 1.2.3
Sample of acceptable wrought iron or tubular steel fencing allowed.
Refer to the Design Guidelines for more information.

Iron Fence Detail



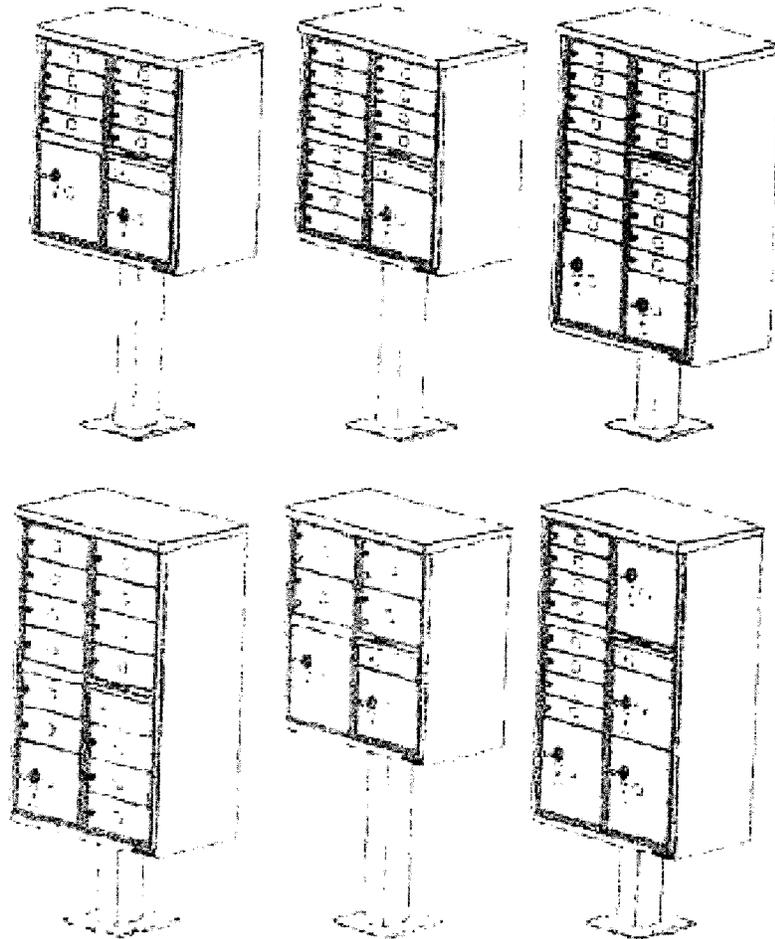
NO SCREENING OR SECONDARY FENCING SUCH AS DOG RUN ALLOWED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL REVIEWER

EXHIBIT ATTACHMENT 1.3.1

SAMPLE EXHIBIT - CLUSTER STYLE MAILBOXES

FINAL TYPE AND LOCATION OF CLUSTER MAILBOXES IS SUBJECT TO PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL REVIEWER AND THE DECLARANT AND THE U.S. POSTAL SERVICE WHEN REQUIRED.

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APPENDIX "C-3"
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TRAVIS RANCH

FIELDCREST DESIGN GUIDELINES

The Fieldcrest Property sits within the boundaries of two cities and it is the Builder's responsibility to ensure any differing restrictions from city to city are known by Builder and complied with for construction purposes. At all times and in every instance, whether written or not, THE HIGHER STANDARD SHALL PREVAIL.

PART ONE: LANDSCAPING, FENCES AND EXTERIOR ELEMENTS

SECTION 1.1 LANDSCAPING: Upon completion of each Residence, the following landscape elements shall be installed prior to occupancy of the Residence:

- 1.1.1 Sod: Each dwelling shall have full sod installed for the entire front yard and a minimum often (10) feet back from the front wall face for each side yard, or to the side yard fence, whichever is greater. Underground irrigation systems are required for all sod areas. Drip systems for flower beds and tree wells are permissible as long as they are concealed.
- 1.1.2 Trees: at least one (1) tree with a minimum caliper of three inches (3"), measured at breast height from grade is required. Tree and shrub species shall be in accordance with any city of Forney or city of Mesquite tree ordinance or requirement, if applicable. Each Owner shall be responsible for maintenance and preservation of trees located on their property and shall promptly replace dead trees within thirty (30) days of loss if favorable planting weather exists or ninety (90) days of loss occurrence if unfavorable weather conditions.
- 1.1.3 Shrubbery and Planting Beds: Each dwelling shall have a minimum of one (1) to five (5) 3-5-gallon shrubs and a number of one gallon shrubs as necessary (as determined by the Architectural Reviewer) to ensure the flowerbeds in the front and on the side of a Residence visible from the Street or Common Areas are filled in and suitably cover the ground within the flower beds. Decorative grasses and shrubs may be used only with prior written consent of the Architectural Reviewer. The Architectural Reviewer reserves the right, but is in no way obligated to, inspect and require additional shrubs in the flowerbed area if it determines the plantings do not comply with this paragraph. Shrubbery shall meet any city ordinance requirements with regard to species if applicable. A mulched planting bed is required and edging to separate the planting bed from the sod is preferred but not mandatory. Suitable irrigation to planting beds and tree wells are required. In order to preserve the aesthetic harmony and appearance of the community, Owners shall promptly replace dead plants within thirty (30) days of loss if favorable planting weather exists or ninety (90) days of loss occurrence if loss takes place during unfavorable weather conditions.

SECTION 1.2 FENCES:

Minimum height for all fences shall be six feet (6') from the finished grade of the Lot. Any height over six feet (6') requires a prior written approval of the ACC. Generally prevailing maximum fence height to be allowed shall be eight (8) feet. All fences must meet all city ordinance requirements with regard to material, height, and location. Wood fences may not be painted. No fence may extend closer than five (5) feet to the front facade of the Residence.

1.2.1 Fencing shall be six foot (6') spruce flat top style fencing stained with a light to medium brown stain. Fence shall have a running board and a gap of at least one inch (1") between the bottom of the fence and the ground. Any portion of any fence that is visible from any street shall have all structural members mounted on the inside so only the smooth side of the fence is visible and metal poles are required for more lasting durability. For a consistent and more aesthetically pleasing look, Board-on-Board fencing is preferred for the front returns and any portion of the Lot which makes up part of the perimeter of the development. All fences bordering or making up the perimeter of the development should be stained the- same color.

1.2.3 Security Measures. Any security fencing installed on an Owner's Lot as a security measure under Section 202.023 of the Texas Property Code, as amended (a) shall be no higher than six (6) feet from grade, (b) to the extent located within the front yard area of an Owner's Lot, must be open and constructed of ornamental metal or wrought iron materials that allow the front façade of the residence on such Owner's Lot to remain visible from the street through such fencing and be of a design approved by the Architectural Reviewer and also Declarant during the Development Period, (c) to the extent located within the front yard area of an Owner's Lot, shall not include or be constructed or installed with screening material, landscape screening, chain link, razor wire, electrification, or barbed wire, and (d) such fencing shall otherwise be constructed, installed and maintained in compliance with any and all governmental requirements, including permit requirements. No Owner shall place security cameras in any place other than the Owner's own Lot. The "front yard area" with respect to a Lot shall mean the area between the front façade of the residence on such Lot and the public street or right-of-way in front of such Lot.

SECTION 1.3 MAIL BOXES:

1.3.1 Mail Boxes shall be cluster boxes which shall be of a style and type to be agreed upon by the Developer and the U.S. Postal Service. Location of pads and cluster boxes shall be determined by the Developer and U.S. Postal Service. Any damage sustained to a cluster box unit shall be shared equally between the Owners who are serviced by that cluster box unit and shall be levied as a Special Group Assessment being applied to the Owners account. The Association is not responsible for damage to cluster box units notwithstanding, the Association may facilitate the necessary repairs or replacement of damaged cluster boxes and shall in tum, levy a Special Group Assessment for reimbursement to the Association

for the costs incurred. The Special Group Assessment is subject to collection as set forth in this Declaration.

SECTION 1.4 FLAGS AND FLAGPOLES. All flagpoles require the prior written approval of the ACC.

- 1.4.1 The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces. No other types of flags, pennants, banners, kits or similar types of displays are permitted on a Lot if the display is visible from a street or Common Area without the express written permission of the Board of Directors.
- 1.4.2 The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.
- 1.4.3 The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 1.4.4 Free Standing flagpoles may be allowed with the express written consent of the ACC. Flagpoles attached to a Residence shall be constructed of permanent, long-lasting materials and may not exceed four (4) feet in length. The materials used for the flagpole shall be harmonious with the Residence and must have a silver finish with a gold or silver ball at the top. The flagpole must not exceed three (3) inches in diameter. Flags and flagpoles must be kept in good repair at all times.
- 1.4.5 A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.
- 1.4.6 Only one flagpole will be allowed per Residence/ Lot.
- 1.4.7 Any flag flown or displayed on a flagpole attached to the Residence may be no larger than 3'x5'.
- 1.4.8 All flagpoles must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have flagpole removed until Owner resolves the noise complaint.
- 1.4.9 The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by Owner. Flag illumination may not shine into another Residence. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves complaint.

1.4.10 Flagpoles shall not be installed in Common Area or property maintained by the Association.

SECTION 1.5 RAIN BARRELS OR RAINWATER HARVESTING SYSTEMS

- 1.5.1 This requirement applies regardless of whether rain barrels or rain water harvesting systems are installed on the Lot.
- 1.5.2 Rain barrels or rain water harvesting systems and related system components (collectively, "Rain Barrels") may only be installed after receiving the written approval of the ACC.
- 1.5.3 Rain barrels may not be installed upon or within the Common Areas.
- 1.5.4 Under no circumstances shall rain barrels be installed or located in or on any area within a Lot that is in-between the front of the Owner's Residence and an adjoining or adjacent street.
- 1.5.5 The rain barrel must be of color that is consistent with the color scheme of the Owner's Residence and may not contain or display any language or other content that is not typically displayed on such rain barrels as manufactured.
- 1.5.6 Rain barrels may be located in the side-yard or back-yard of Lot so long as such rain barrel(s) may not be seen from a street, another Lot or any Common Area of the Subdivision.
- 1.5.7 In the event the installation of Rain Barrels in the side-yard or back-yard of an Owner's property, the Reviewing Body may impose limitations or further requirements regarding the size, number and screening of Rain Barrels with the objective of screening the Rain Barrels from public view to the greatest extent possible. The Owner must have sufficient area on their Lot to accommodate the Rain Barrels.
- 1.5.8 Rain Barrels must be properly maintained at all times or removed by the Owner.
- 1.5.9 Rain Barrels must be enclosed or covered, no exceptions.
- 1.5.10 Rain Barrels which are not properly maintained, become unsightly or could serve as a breeding pool for mosquitoes must be removed by the Owner from the Lot. Any failure by Owner to remove within 48-hours of request shall be subject to removal by the Association at the Owner's expense.

SECTION 1.6 CERTAIN RELIGIOUS DISPLAYS

- 1.6.1 By statute, an Owner is allowed to 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 occupant's

sincere religious belief. Such display is limited according to the provisions contained herein.

1.6.2 If displaying or affixing of a religious item on the entry to the Owner's or occupant's Residence violates any of the following covenants, the Association may remove the item displayed:

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

1.6.3 No Owner or resident is authorized to use a material or color for an entry door or door frame of the Owner's or occupant's Residence or make an alteration to the entry door or door frame that is not authorized by the Declaration or otherwise expressly approved by the ACC.

PART TWO: DWELLING UNITS

SECTION 2.1 ROOFS

2.1.1 Roof Pitch: As a general rule, a minimum of 6-in-12 roof pitch is preferred notwithstanding, a 5-in-12 roof pitch will be allowed for transitional/modern elevations and use of 5-in-12 roof pitches may also be subject to Declarant's review and written consent. Other pitches may be considered for porches, patios, and over windows and garages notwithstanding, no pitch lower than the pitches noted above shall be allowed without the written consent of the Declarant or the ARC. All roofs of dwellings being constructed must comply with all city and county ordinances and be constructed in accordance with the minimum construction specifications and standards and detail the workmanship needed to complete a satisfactory construction project. All portions of a dwelling under construction is the sole responsibility of the Builder to ensure quality construction that complies with all Ordinances and Construction and Design Criteria. All Roofs shall have a minimum twenty (20) year rated warranty shingle or equivalent with a minimum weight of 220 pounds per square foot (100 square feet). The color of shingles shall be subject to the approval of ARC notwithstanding, the generally accepted colors shall be brown and grey color schemes including charcoal grey, and black. Other colors may be considered only upon written approval of the NCC. **Builders must provide at time of plan submission all information on roofing pitch, materials, and colors to be used.**

2.1.2 Roofing Materials: Roofing materials shall be Architectural grade composition shingles. Other roofing materials must be approved in writing by the ACC prior to installation.

- 2.1.3 Dormers & Above Roof Chimneys: All fireplace chimney flumes shall be encased in the same material as the wall upon which the chimney is located or may be encased in one-hundred percent (100%) masonry whichever complies with all such requirements and ordinances for chimneys. Exposed pre-fabricated metal flue piping is prohibited.

SECTION 2.2 CERTAIN ROOFING MATERIALS

- 2.2.1 Roofing Shingles allowed under these Guidelines shall:

- (1) resemble the shingles used or otherwise authorized for use in the Sub- Division that shall create the Traditional Neighborhood Development ("TND") look desired;
- (2) be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use in Subdivision; and
- (3) match the aesthetics of the residence and the surrounding residences.

- 2.2.2 The Owner requesting permission to install Roofing Shingles after the initial construction and installation of the roof by the Builder will be solely responsible for accrediting, certifying and demonstrating to the ARC that the proposed installation is in full compliance with these Construction and Design Guidelines and any city Ordinance or Construction and Design Standards required.

- 2.2.4 Roofing Shingles may be installed after receiving the written approval.

- 2.2.5 Owners are hereby placed on notice that the installation of Roofing Shingles and other roof structures such as, but not limited to, solar panels and skylights, may void or adversely affect other warranties.

SECTION 2.3 SOLAR PANELS-

Prior written approval of the ACC is required for any and all solar panel or solar shingle installations. The placement of solar shingles shall be limited the same as a solar panel.

- 2.3.1 Solar energy devices, including any related equipment or system components (collectively, "**Solar Panels**") may only be installed after receiving the prior written approval of the ACC.
- 2.3.2 Solar Panels may not be installed upon or within Common Areas or any area which is maintained by the Association.
- 2.3.3 Solar Panels may only be installed on designated locations on the roof of a Residence, on any structure allowed under any Subdivision or Association dedicatory instrument, or within any fenced rear-yard or fenced-in patio of an Owner's Lot, but only as allowed by the Architectural Control Committee. **Solar Panels may not be installed on the front elevation of the Residence.**

2.3.4 If located on the roof of a Residence, Solar Panels shall:

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

2.3.5 If located in the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line or visible from any adjacent Lot, Common Area or street.

2.3.6 The Architectural Control Committee may deny a request for the installation of Solar Panels if it determines that the placement of the Solar Panels, as proposed by the Owner, will create an interference with the use and enjoyment of any adjacent Lot or Common Area.

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

2.3.8 Solar Panels must be properly maintained at all times or removed by the Owner.

2.3.9 Solar Panels which become non-functioning or inoperable must be removed by the Owner.

SECTION 2.4 EXTERIOR WALLS -

Exterior construction of all Residences within the Fieldcrest Sub-Division shall consist of not less than seventy-five percent (75%) masonry products overall. Masonry shall be defined as standard size full width brick, stone, cultured stone, stone veneer, 3-coat stucco system or Cementitious Hardi-Board with Stucco appearance. Color variations for masonry exteriors are encouraged notwithstanding, colors must always compliment other residences constructed in the immediate neighborhood or area where the residence is located. Hardi- Board/Plank, Shake Siding, and Board and Batten are acceptable secondary products for the remaining twenty-five percent (25%) of the Residence's exterior. Notwithstanding, two (2) story Residences are subject to the construction rules noted below.

2.4.1 Residences backing or siding a major thoroughfare or collector road that is visible to the passersby should consist of 100% masonry materials which may be one any combination

of the materials listed in 2.4 above as primary masonry materials. Any variation to this rule may only be issued by the Declarant or the ARC upon Declarant's approval.

2.4.1.1 Chimneys: Chimney wall structures that are a direct extension of an exterior wall shall match the requirement of said wall.

2.4.1.2 Required masonry percentages may be calculated excluding exterior wall areas built on top of a roof with written approval of the NCC.

SECTION 2.5 ELEVATION AND BRICK USAGE

2.5.1 Exterior Material Area Calculations: All dwelling submittals for the construction of Residences submitted for review and approval shall calculate the percentage coverage for each material as follows. Should the City ordinance for Exterior Material Area Calculations be greater than the ordinances set forth in this Declaration, the higher standard shall prevail;

2.5.1.1 Same Plan with Same Elevation: The repeat of the same floor plan with the same elevation and design shall be governed by the following provisions unless a city ordinance exists with a higher standard:

2.5.1.2 Same Side of Street: When dwelling units, using the same floor plan and same elevation are constructed on the same side of the street, they shall be separated by a minimum of two (2) lots. A one (1) lot separation will be permitted when a street intersection occurs, the street right-of-way serves as a lot equivalent.

2.5.1.3 Opposite Side of Street: When dwelling units, using the same floor plan and same elevation are constructed on opposite sides of the street, they shall not be constructed directly or diagonally across from each other.

2.5.2 Repeat Brick Usage and Exterior Material Area Calculations: All Dwelling submittals shall calculate the percentage coverage for each material as follows:

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

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

2.5.2.3 Exterior Material Area Calculations: All Dwelling submittals shall calculate the percentage coverage for each material using tables.

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

2.5.2.5 Calculation Format: Calculations shall indicate the area coverage for front, side, and

rear wall areas. Calculations shall be submitted with the building plans.

SECTION 2.6 GARAGES AND DRIVEWAYS

2.6.1 Generally, front loading garages are planned for dwellings to be constructed in the Fieldcrest sub-division. Each residence shall have a minimum of two car enclosed garage and a drive capable of holding up to two vehicles, side by side. Metal carriage style garage doors or metal with wood overlay are permitted. Raised panels or ornamental hardware are encouraged but not mandatory. Garages may not be used for any purpose that interferes with its ongoing use as a route of vehicular access / storage. Builders must include the style and material of the garage door to be installed with the building plans to the NCC.

SECTION 2.7 SETBACKS

2.7.1 Building setbacks may differ for the City of Mesquite and City of Forney.

No residence may be erected, altered, placed, or permitted to remain on any Lot nearer to the front, side, and rear building lines set forth on the plat or the Lot's survey. Setback restrictions must comply with the minimum shown below or as may be set forth on the plat or stipulated in writing by the NCC/ACC.

- Front Setback: City of Mesquite 12.5-feet and City of Forney 20-feet
- Side Setback: 5-feet
- Rear Setback: 20-feet
- Corner Setback: 10-feet
- Notwithstanding, it shall be the Builder's responsibility to ensure that all setback requirements are met based on the applicable City's requirements. Any violation of setback requirements or restrictions shall be the sole responsibility of the Builder to correct with regard to initial construction.

SECTION 2.8 MINIMUM SQUARE FOOTAGE

The minimum square footage for any residence constructed shall not be less than 1,200 square feet of air conditioned living space.

SECTION 2.9 CONSTRUCTION AREAS

2.9.1 To keep the development's appearance inviting and to help promote sales, all construction areas shall be kept clean and all vacant Lots shall be regularly mowed. **Construction debris must be placed in proper waste bins and may not be dumped on any empty lot or common area at any time.** Construction crews should clean up after themselves every day not allowing trash and debris to remain on the ground and / or outside the designated trash bin. Construction materials may be stored on a Lot however, materials may not be delivered or stored more than ten (10) days prior to construction beginning. Builders and construction workers shall ensure that all tool boxes and apparatuses carrying small hardware such as nails and screws are closed tightly at all times to help prevent spilling on the roads. If an Owner reports a flat tire or other vehicle damage due to

construction debris, that Owner will be referred to the Builder to resolve any complaint or demand from the Owner. The Association shall NOT be liable for any construction materials, equipment, or machinery of any kind which may be lost, stolen or vandalized. Builders shall make every effort to respect the peace and quiet and privacy of any existing Owners located in the area of construction. Construction hours shall be 7:00 a.m. to 7:00 p.m., Monday to Saturday. Construction on Sunday is prohibited without prior written consent of the ARC. Work crews are not to play loud music and leave their trash and debris scattered on the ground.

If the Association is required to hire street sweepers to clean debris, dirt or mud caused by Builders and contractors, the Association shall bill back to each Builder constructing in the area cleaned an equal share of the costs incurred. Builders shall reimburse the Association immediately upon receipt of invoice.

APPENDIX “D”
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TRAVIS RANCH

CERTIFICATE OF FORMATION, ORGANIZATIONAL CONSENT, AND BYLAWS
AND CERTAIN OTHER DOCUMENTS

- A. Certificate of Incorporation for Travis Ranch Property Owners Association, Inc. filed in the Texas Secretary of State under File No. 800437722, on January 10, 2005 and recorded under Document No. 29491 of the Official Public Records of Kaufman County, Texas.
- B. Assumed Business Name Certificate dated January 13, 2005 for Travis Ranch Property Owners Association, Inc. doing business as “Travis Ranch Homeowners Association”
- C. Bylaws of Travis Ranch Property Owners Association, Inc. adopted December 17, 2004, and recorded under Document No. 29491 of the Official Public Records of Kaufman County, Texas.
- D. Certificate of Merger of Fieldcrest Homeowners Association Inc. into Travis Ranch Property Owners Association, Inc. dated March 2, 2021;
- E. Certificate of Merger of Homeowners’ Association of Travis Ranch Marina, Inc. into Travis Ranch Property Owners Association, Inc. dated September 30, 2021; and
- F. The Association (defined below), pursuant to the authority set forth in the Declaration and the Bylaws (defined below), executed that certain First Amended and Restated Enforcement and Fining Policy for Travis Ranch Property Owners Association, Inc. recorded on February 27, 2023 as Document Number 2023-0004788 in the Official Public Records of Kaufman County, Texas (the “Enforcement Policy”), establishing certain rules, regulations and procedures for the enforcement of the restrictions contained in the Original Declaration.

[see attached]

