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County Clerk

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DECLARATION

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STATE OF TEXAS
COUNTY OF DENTON

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Juli Luke
County Clerk
Denton County, TX

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PECAN SQUARE RESIDENTIAL COMMUNITY
Denton County, Texas**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PECAN SQUARE RESIDENTIAL COMMUNITY**

This Declaration of Covenants, Conditions and Restrictions for the Pecan Square Residential Community is made as of the 22nd day of April, 2019 by Declarant.

RECITALS

- A. Declarant is the fee simple owner of the Property described in Exhibit A attached to this Declaration.
- B. By this Declaration, Declarant desires to: (i) establish a general plan for the development of the Property; (ii) provide for the creation, maintenance, repair, improvement and replacement of the Common Areas as set forth in the Governing Documents; (iii) provide for the implementation of the powers and duties of Declarant and the Association as set forth in the Governing Documents; (iv) preserve and enhance the Property; (v) create and grant the Easements; and (vi) implement the purposes of the Association as provided for in the Governing Documents.
- C. Declarant has caused the Association to be incorporated under the laws of the State, in accordance with the TNCL, as an owners' association, for the purpose of exercising the functions set forth in this Declaration.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, provisions, covenants, conditions, easements, restrictions, reservations, uses, limitations and obligations are established and shall be deemed to run with the land in the Property and shall be a burden and benefit to Declarant, the Association, the Owners and their respective heirs, legal representatives, successors and assigns:

**ARTICLE I
DEFINITIONS**

Section 1.1. **Defined Terms.** Each capitalized term used in this Declaration shall have the meaning set forth in this Section 1.1:

"Act." Chapter 209 of the Texas Property Code applicable to property owners' associations, as amended from time to time.

"Affiliates." Any Person who controls, is controlled by, or is under common control with another Person.

"Annexed Property." Any real property added to the Property by a Supplemental Declaration as set forth in Section 11.2 of this Declaration.

"Architectural Control Committee." The committee established in accordance with Section 12.2 of this Declaration.

"Architectural Guidelines." Any procedural or substantive rules, guidelines, criteria, standards and procedures that may be adopted by Declarant during the Development Period, or the Board, from time to time, regarding the design, standards, development, planning and construction of Improvements and the use or occupancy of the Lots. The Architectural Guidelines may be amended from time to time by the Declarant during

the Development Period, or the Board, provided that the Board receives Declarant's prior written consent during the Development Period.

"Assessment Policy." That certain policy adopted by the Declarant or the Board and filed in the Real Property Records which establishes guidelines in accordance with the Act for payment of delinquent assessments and other amounts owed to the Association, as amended from time to time by the Declarant during the Development Period or the Board, provided that the Board receives Declarant's prior written consent during the Development Period.

"Assessments." Regular Assessments, Special Assessments and Individual Assessments owing to the Association by an Owner or levied against any Lot by the Association.

"Association." The Pecan Square Residential Community Association, Inc., a Texas nonprofit corporation, and its successors and assigns, organized under the TNCL, and created for the purposes and possessing the rights, powers, authority and obligations set forth in the Governing Documents, whose address for notice purposes is c/o Pecan Square Phase 1, LLC, a Texas limited liability company, 3000 Turtle Creek Blvd., Dallas, Texas 75219 as may be changed by the Association from time to time.

"Board." The board of directors of the Association.

"Breach of Representation or Warranty." Has the meaning assigned to such term in Section 15.15 of this Declaration.

"Budget." An annual budget prepared by the Association that sets forth the anticipated Common Expenses for the ensuing fiscal year.

"Builder." An Owner who (a) has acquired an unimproved Lot directly from Declarant or Declarant's Affiliate, (b) is in the business of constructing residences for resale to third parties and (c) intends to construct a residence on such Lot for resale to a third party.

"Bylaws." The Bylaws adopted by the Association, as may be amended from time to time.

"CBFF Schedule." The following fee schedule for determination of the applicable Community Benefit Fund Fee pursuant to the Lot type designations set forth on Exhibit B attached hereto and made a part hereof:

LOT TYPES	FEE
Type 1	\$ 750.00
Type 2	\$ 875.00
Type 3	\$1,000.00
Type 4	\$1,150.00
Type 5	\$ 750.00
Type 6	\$ 700.00

"Certificate of Formation." The Certificate of Formation for the Association filed with the Secretary of the State of Texas, as may be amended from time to time.

"Charges." Any costs, expenses, dues, interest, fees, late fees, fines, collection costs, attorneys' fees and any other sums arising under the Governing Documents owing to the Association or an Owner other than Common Expenses.

"Claim." Any and all demands, actions, causes of action, losses, costs, expenses (including reasonable attorneys' fees applicable thereto), damages or liability of any kind or nature.

"Common Areas." The portions of the Property and Improvements thereon (a) owned by the Association (other than any Lot acquired by the Association through a foreclosure pursuant to Section 6.4 of this Declaration); (b) owned by a Person other than the Association, but in which the Association has rights of use or possession pursuant to a lease, license, easement or other agreement; (c) that the Association is required to operate, manage, maintain or repair pursuant to an agreement with the Association or pursuant to requirements of a Governmental Authority; or (d) any other areas designated as Common Areas by Declarant or Declarant's Affiliates. The front yards of Patio Lots and Showcase Lots shall not be deemed Common Areas.

"Common Area Damage." Has the meaning assigned to such term in Section 15.15 of this Declaration.

"Common Expenses." Allocations to reserves and all costs, expenses and liabilities incurred by or on behalf of the Association, including: (a) expenses of administration, management, maintenance, care or operation of any Common Area and the Association; (b) expenses due and payable in accordance with this Declaration; and (c) expenses designated as Common Expenses by the Governing Documents or by the Board.

"Community Benefit Expenses." Expenses incurred by the Association to support cultural, educational, charitable, recreational, environmental, conservation or other similar activities that (i) are conducted in or protect the burdened community or adjacent or contiguous property, or (ii) are conducted on other property that is used primarily by Owners of the burdened community. Without limiting the foregoing, Community Benefit Expenses shall be considered to be additional Common Expenses and within the definition of Common Expenses for all purposes under this Declaration.

"Community Benefit Fund Fee." A set fee reasonably and equitably determined by the Board pursuant to the CBFF Schedule which such fee is assessed against an Owner upon the sale of such Owner's Lot (except any Exempt Lots and the initial Transfer of a Lot from a Builder to an Owner).

"Construction Activities." Has the meaning assigned to such term in Section 3.8 of this Declaration.

"Convey." To grant, sell, convey, assign or transfer, in any manner.

"County." Denton County, Texas.

"Declarant." Pecan Square Phase 1, LLC, a Texas limited liability company, located at 3000 Turtle Creek Blvd., Dallas, Texas, 75219, and any successor or assignee designated by written notice of assignment executed by the then Declarant or any Person who acquires Declarant's (or its successor's or assign's) interest in the Property pursuant to foreclosure or deed in lieu relating to a construction or development loan; and to the extent any rights or powers reserved to Declarant are transferred or assigned to any successor or assignee, such rights and powers shall be described in the written notice of assignment, the notice of written assignment shall also be executed by such successor or assignee and the notice of assignment shall be recorded in the Real Property Records.

"Declarant Advisory Committee." Has the meaning assigned to such term in Section 5.3 of this Declaration.

"Declarant's Affiliates." Any Affiliates of Declarant.

"Declaration." This Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community as amended and supplemented from time to time.

"Designee." A Person acting at the request of another Person, including builders, contractors, subcontractors, employees, agents, representatives and licensees.

"Development Period." The period of time beginning on the date when this Declaration has been filed in the Real Property Records, and ending fifty (50) years thereafter, unless earlier terminated by a written instrument executed by the Declarant and filed in the Real Property Records. Declarant may terminate the Development Period by an instrument executed by the Declarant and filed in the Real Property Records. The Development Period is the period in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property. The Development Period is for a term of years and does not require that Declarant own any portion of the Property.

"Development Rights." Those rights set forth in Article XI of this Declaration.

"Dispute." Any Claim, grievance or other dispute arising out of or relating to: (a) the failure of any Owner to construct or alter Improvements on any Lot or begin construction on any Lot without having obtained the prior approval of the Architectural Control Committee as required by this Declaration or the Architectural Guidelines; (b) any prohibited use within the Property; (c) the failure of any Owner to comply with requirements set forth in the Governing Documents; (d) the failure of any Owner to maintain its Lot and all Improvements thereon for which such Owner is responsible for maintaining, in accordance with the Governing Documents and in compliance with all Legal Requirements; (e) the interpretation, application or enforcement of the Governing Documents; (f) any conflict or dispute arising between or among Owners, the Association, the Architectural Control Committee, the Board or Declarant; (g) the proper party to bear a maintenance cost or expense; (h) any other rights, obligations and duties of any Owner under the Governing Documents; (i) the authority of the Association, Declarant, or the Architectural Control Committee under any Legal Requirement or under the Governing Documents to: (i) require any Owner to take any action or not to take any action involving such Owner's Lot; or (ii) alter, subtract from or add to the Common Areas or the Property; or (j) the failure of the Association, in accordance with all Legal Requirements and the Governing Documents to: (i) properly conduct elections; (ii) give adequate notice of meetings or actions; (iii) properly conduct meetings; or (iv) allow inspection of books or records. The following shall not be considered "Disputes" unless all parties shall otherwise agree to submit the matter to arbitration pursuant to Section 14.2 of this Declaration: (1) any suit by Declarant, the Association or the Architectural Control Committee to obtain a temporary restraining order and such ancillary relief as the court may deem necessary to maintain the status quo and preserve Declarant's, the Association's or the Architectural Control Committee's ability to enforce the provisions of the Governing Documents; (2) any action permitted under Subsection 12.11(b) of this Declaration; (3) any action permitted under Article VI of this Declaration in connection with the enforcement of any Owner's obligation to pay Assessments or the Community Benefit Fund Fee under this Declaration or collection of any past due or unpaid Assessments or Community Benefit Fund Fee; (4) any suit between Owners which does not include Declarant or the Architectural Control Committee, if such suit asserts a dispute that would constitute a cause of action independent of this Declaration; (5) any disagreement that primarily involves title to any Lot; or (6) any suit in which the applicable statute of limitations would expire within 180 days of the giving of notice as provided in this Declaration unless the Persons who are involved in a Dispute agree to toll the statute of limitations for a period of time necessary to comply with the arbitration provisions of this Declaration.

"Drainage Facilities." The detention ponds, drainage channels, discharge structures, and grading, connector, and outfall pipes, and all other items and structures, whether located in Common Areas or on Lots, whether public or private, necessary for the proper drainage of surface storm water runoff within the Property.

"Drilling Activities." Has the meaning assigned to such term in Section 15.15 of this Declaration.

"Easement Area." Any portion of the Property burdened by an Easement.

"Easements." Collectively, those easements described in Section 7.1 and Section 7.2 of this Declaration.

"Environmental Laws." Any federal, state, or local law, statute, ordinance, or regulation, whether now or hereafter in effect, pertaining to health, industrial hygiene, or the environmental conditions on, under, or about the Property or the Improvements.

"Exempt Lots." Any Lots that are exempt from Assessments and the Community Benefit Fund Fee as set forth in Section 6.5 of this Declaration.

"Governing Documents." Those documents listed in Section 2.4 of this Declaration, as they may be amended from time to time.

"Governmental Approvals." All permits, licenses, certificates, consents and any other approvals necessary or required pursuant to any law, ordinance, resolution, order, rule or regulation of any Governmental Authority.

"Governmental Authority." Any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental entity (federal, State, County, district, municipal or otherwise) having jurisdiction over the Property, whether now or hereafter in existence.

"Governmental Impositions." All real property and personal property taxes, assessments, standby fees, excises and levies, and any interest, costs or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which at any time prior to or after the execution of this Declaration, may be assessed, levied or imposed upon the Property or any Lot therein by any Governmental Authority.

"Hazardous Substances." Any substance, product, waste, or other material which is or becomes listed, regulated, or addressed as being a toxic, hazardous, polluting, or similarly harmful substance under any Environmental Law.

"Improvements." Any and all physical structures, facilities, alterations or changes of any type or nature made to or on any portion of the Property, Common Areas and Lots including any buildings, residences, parking lots, parking structures, roadways, driveways, ramps, loading areas, mechanical equipment, utilities, fencing, antennae, walls, screens, landscaping, streetscapes, grading changes, park areas, walkways, bridges, recreational facilities, exterior lighting facilities, drainage structures, curbs, retaining walls and grates existing or in the future placed on any portion of the Property, including all cable television, cellular phone, internet and other utility or communication installations or equipment.

"Indemnified Party." Has the meaning assigned to such term in Subsection 15.14(a) of this Declaration.

"Individual Assessments." Assessments established, imposed and levied from time to time by the Association pursuant to Section 6.2 of this Declaration.

"Initiation Assessment." Has the meaning assigned to such term in Subsection 6.1(a) of this Declaration.

"Insurance Trustee." The Association acting in the capacity of a trustee in accordance with the provisions of Section 9.4 of this Declaration to negotiate losses under any property insurance policies required to be obtained by the Association, as applicable, in this Declaration.

"Legal Requirements." Any restrictive covenants and any other matters of record and any and all then-current judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to any Owner's use and enjoyment of any portion of the Property or any Lot, including Environmental Laws, zoning ordinances, subdivision and building codes, flood disaster laws and applicable architectural barrier and health laws and regulations.

"Lot." Any portion of the Property designated by Declarant, or shown on a Plat, as a subdivided lot other than Common Area.

"Maintenance Standard." Good repair and condition for the Property necessary to maintain the Common Areas and Lots, as applicable, in a condition reasonably suitable for their intended purpose.

"Manager." Any professional manager or management company that is engaged by the Association to perform any of the duties, powers or functions of the Association.

"Maximum Number of Lots" means the maximum number of Lots that may be created and made subject to the terms and provisions of this Declaration. The Maximum Number of Lots for the purpose of this Declaration is three thousand seven hundred and fifteen (3,715). Until expiration or termination of the Development Period, Declarant may unilaterally increase or decrease the Maximum Number of Lots by recording a written instrument in the Real Property Records.

"Members." Owners of Lots in the Property.

"Membership." The rights and obligations associated with being a Member.

"Minerals." Has the meaning assigned to such term in Section 15.15 of this Declaration.

"Mineral Interests." Has the meaning assigned to such term in Section 7.4 of this Declaration.

"MMD." The municipal management district in which the Property is located, as further described in Section 3.4 of this Declaration.

"Mortgagee." Any Person that is the holder, insurer or guarantor of any mortgage or deed of trust securing indebtedness on the Property or on a Lot.

"Occupant." Any Person from time to time entitled to the use and occupancy of any portion of the Property and Improvements thereon pursuant to an ownership right or any lease, sublease, license, or other similar agreement.

"Owner." Any Person, including Builders and Declarant, owning record title to a Lot, but excluding any Person having an interest in a Lot solely as security for an obligation.

"Past Due Rate." The maximum lawful rate of interest allowed under Texas law or, if no maximum lawful rate exists, the rate of 18% per annum.

"Past Due Payment Plan." Has the meaning assigned to such term in Section 6.3 of this Declaration.

"Patio Lots." The Lots that are designated as Type 1 under the Lot Type column set forth on Exhibit B.

"Person." Any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association and any other legal entity, including any Governmental Authority.

"Plans." The plans and specifications for the development and construction of Improvements with respect to a particular Lot, prepared by or on behalf of an Owner and approved by all applicable Governmental Authority, and which includes all applicable items set forth in the Architectural Guidelines and any other information requested by the Architectural Control Committee.

"Plat." A subdivision plat of any portion of the Property as recorded in the Real Property Records and any amendments thereto.

"Property." That certain real property located in the County and more particularly described in Exhibit A attached to this Declaration, together with all and singular the Easements, rights, and appurtenances pertaining thereto and any Annexed Property.

"Property Roads." Roads, bridges or drives now or hereinafter existing on the Property that are owned, operated and/or maintained by the Association.

"Real Property Records." The records of the office of the county clerk of the County where instruments concerning real property are recorded.

"Records Policy." That certain policy adopted by the Declarant or the Board and filed in the Real Property Records which establishes guidelines in accordance with the Act for the retention, inspection, production, copying and costs associated therewith for the books and records of the Association, as amended from time to time by the Declarant during the Development Period or the Board, provided that the Board receives Declarant's prior written consent during the Development Period.

"Regular Assessment." Assessments established, imposed and levied by the Association pursuant to Section 6.1 of this Declaration.

"Regular Assessment Period." The period of time between the dates on which Regular Assessments become due and payable.

"Restricted Development Area." Has the meaning assigned to such term in Section 3.9 of this Declaration.

"Rules and Regulations." All rules, regulations, and procedures, as the same may be adopted and amended from time to time by the Declarant or the Board, pursuant to this Declaration. Any amendment to the

Rules and Regulations during the Development Period must be approved in advance and in writing by the Declarant.

"Sales Price." Without deduction or offset of any kind or for any reason, the total sales price for the Lot (including any Improvements on such Lot), including cash, indebtedness assumed or discharged, and any other consideration, paid and to be paid by or on behalf of a Transferee to or for the benefit of a Transferor. The sales price paid by a Transferee to a Transferor in an arms-length sale of a Lot is prima facie evidence of the value of such Lot.

"Showcase Lots." The Lots that are designated as Type 4 under the Lot Type column set forth on Exhibit B.

"Signage." Any signage, lettering, decorations, banners, advertising or marketing media, awnings, canopies, window covering, or any other similar type of expression on a Lot, including signage on or in a vehicle, the Improvement thereon or in the interior of the Improvement if the same is visible from the exterior.

"Special Assessments." Assessments established, imposed and levied from time to time by the Association pursuant to Subsection 6.1(d) of this Declaration.

"State." The State of Texas.

"Sub-Association." A property owners association created to administer all or a portion of the Property. The formation of a Sub-Association must be approved in advance and in writing by the Declarant during the Development Period, and a majority of the Board after expiration or termination of the Development Period.

"Sub-Declaration." An independent declaration of covenants pertaining to all or a portion of the Property which provides for the creation of a Sub-Association and assessments to be levied by the Sub-Association to discharge costs and expenses anticipated to be incurred by the Sub-Association. Each Sub-Declaration must be approved in advance and in writing by the Declarant during the Development Period, and a majority of the Board after expiration or termination of the Development Period. A Sub-Declaration may provide that a Sub-Association created by the Sub-Declaration provide maintenance to, and insurance for, a portion of the Property in lieu of the maintenance and insurance contemplated to be provided by the Owners in accordance with Article VIII and Article IX of this Declaration.

"Supplemental Declaration." A written instrument, executed by Declarant and recorded in the Real Property Records that subjects Annexed Property to this Declaration or otherwise supplements the covenants, conditions or restrictions contained in this Declaration as to such Annexed Property.

"Taking." The taking or threat of taking of all or a portion of the Property or Common Area for any public or quasi-public use, by eminent domain proceedings or otherwise, by a Governmental Authority or by an action in the nature of eminent domain (whether permanent or temporary) or the sale or other transfer of the Property or Common Area in lieu thereof.

"TNCL." The Texas Nonprofit Corporation Law, as amended from time to time.

"Town." The Town of Northlake, Texas.

"Transfer." or "Transferring." Each occurrence of the execution and delivery of one or more documents, or any one or more other acts the result of which is to Convey any possessory interest or estate in any Lot;

provided, however, any granting of a lien by an Owner solely for security to any Mortgagee shall not constitute a Transfer. The transfer of substantially all of the assets of any Person owning title to a Lot shall be considered a Transfer. Notwithstanding the preceding two sentences, however: the execution and delivery of trustee's deed in foreclosure of a first priority mortgage held by a Mortgagee covering a Lot is not a Transfer; provided, however, following such a foreclosure at which the foreclosing Mortgagee acquires the subject property, the execution and delivery of a deed of such property by such Mortgagee is a Transfer. Also, notwithstanding the foregoing provisions of this definition, the term Transfer does not include: any transfer of any kind from an individual to his or her estate or other legal beneficiary, as a result of the death of the individual; or execution and delivery of a deed, or any other act(s) the result of which is to Convey any possessory interest or estate in any Lot from an individual, or from two individuals who are or were married to each other, to one or more individuals who are the spouse, former spouse, child, or children of the individual(s) formerly owning such interest or estate in such Lot.

"Transferee." Any Person that is the grantee, assignee or other recipient of rights or interests pursuant to a Transfer.

"Transferor." Any Person Transferring a Lot.

"Withdrawal Notice." Has the meaning assigned to such term in Section 11.3 of this Declaration.

ARTICLE II SUBMISSION

Section 2.1. **Submission of the Property to this Declaration**. The real property described on Exhibit A and covered by this Declaration is the Property. Unless otherwise specifically set forth herein, all of the Property and any right, title or interest therein shall be owned, held, leased, sold, occupied and conveyed to an Owner, subject to the covenants, conditions, restrictions, Easements, Charges, liens and other provisions of the Governing Documents, including the Development Rights.

Section 2.2. **Owner Acknowledgment**. Each Owner is subject to this Declaration and the Governing Documents and covenants and restrictions contained therein. By acceptance of a deed, or other instrument establishing title, ownership or the right of occupancy in any portion of the Property, including any Lot or any portion of a Lot, each Owner and Occupant acknowledges that it has been given notice of this Declaration and the other Governing Documents; that use of any portion of the Property and Lot is limited and governed by the provisions of the Governing Documents; that the Board may, from time to time, adopt and amend definitions of words, phrases and terms used in this Declaration and other Governing Documents; that the use, enjoyment and marketability of the Property and the Lots can be affected by this Declaration; that the Governing Documents may change from time to time; and that each Owner is responsible for the acts and omissions of its Occupants.

Section 2.3. **Property Not in a City**. Intentionally Deleted.

Section 2.4. **Governing Documents**. The Property's Governing Documents consist of the following documents, and in the event of any conflict between the provisions of the Governing Documents, the Governing Documents shall control in the following order: (a) the Act; (b) this Declaration, as amended by any Supplemental Declaration or amendment; (c) the Bylaws; (d) the Certificate of Formation; (e) Architectural Guidelines; (f) Rules and Regulations; and (g) any other policies adopted by the Board and recorded in the Real Property Records of the County, as each of documents listed in items (a)-(g) may be amended from time to time. Any conflict between the provisions of multiple Supplemental Declarations applying to the same portion of Property or Annexed Property shall be resolved by granting control to the Supplemental Declaration with the latest date of filing in the Real Property Records which shall control over any prior Supplemental Declarations filed for such portion of Property. **It is Declarant's intention for the Governing Documents to be in compliance with the Act and Declarant may amend the Governing Documents during the Development**

Period in its absolute and sole discretion to bring such documents in compliance with the Act and other Legal Requirements. In some instances, Legal Requirements may be more or less restrictive than the provisions of this Declaration and the Architectural Guidelines. In the event a conflict exists between any such Legal Requirements and this Declaration or the Architectural Guidelines, the most restrictive requirement shall prevail, except in circumstances where compliance with a more restrictive provision of this Declaration or the Architectural Guidelines would result in a violation of mandatory applicable Legal Requirements, in which event those Legal Requirements shall apply. Compliance with mandatory Legal Requirements will not result in the breach of this Declaration or the Architectural Guidelines even though such compliance may result in non-compliance with provisions of this Declaration or the Architectural Guidelines. Where a Legal Requirement does not clearly conflict with the provisions of this Declaration or the Architectural Guidelines but permits action that is different from that required or allowed by this Declaration or the Architectural Guidelines, the provisions of this Declaration and the Architectural Guidelines shall prevail.

Section 2.5. **Supplemental Declarations.** During the Development Period and pursuant to Article XI of this Declaration, Declarant shall file any Supplemental Declaration in the Real Property Records, which Supplemental Declaration shall include the following: (a) an adequate legal description covering the Property or any Annexed Property, as applicable, subject to a Supplemental Declaration; (b) a signature page duly executed by the owner of any Annexed Property; (c) a description of any conditions or restrictions that apply to the Annexed Property other than those set forth in this Declaration; and (d) a reference to this Declaration, stating the date of recordation and recording information of this Declaration in the Real Property Records.

ARTICLE III USES, RESERVATIONS AND RESTRICTIONS

Section 3.1. **Uses.** Subject to applicable restrictions of record, the Architectural Guidelines, and the Rules and Regulations, Lots and Improvements located on the Property shall be used for single family residential purposes in accordance with the Governing Documents and Legal Requirements.

Section 3.2. **Common Areas.** No Owner shall obstruct or interfere with the use by other Owners, Declarant or the Association of the Common Areas, nor shall any Owner keep or store anything on any part of the Common Areas without the prior written approval of the Association. No Owner shall alter, construct in or on or remove anything from the Common Areas without the prior written approval of the Association. This Declaration does not obligate the Association or Declarant to construct any particular type or kind of Improvements on or within the Common Areas.

Section 3.3. **Signage Rights.** Declarant shall have the right to erect Signage on Improvements or on any Lot it owns during the Development Period and may grant approval to any other Person, including Builders, in its sole and absolute discretion to erect Signage on Improvements or on any Lot; provided, however that such Signage is in compliance with the Legal Requirements and any Signage guidelines set forth in the Architectural Guidelines. Notwithstanding the foregoing, Lots designated for use as single family residential use that have been conveyed to an Owner who will occupy and/or use such Lots for residential purposes shall only be allowed to erect signage in accordance with the provisions related thereto set forth in the Rules and Regulations.

Section 3.4. **MMD.** The Property is located within Northlake Municipal Management District No. 1 (the "MMD") created in accordance with Chapter 375 of the Texas Local Government Code. The MMD possesses certain powers which include but are not limited to the powers to acquire, construct and maintain a waterworks system, a sanitary sewer system, roads, storm sewer drainage systems, parks, and other related services within the Property. The MMD has the authority to tax Owners like any other Governmental Authority and will subject Owners to certain taxes and charges.

Section 3.5. **Landscaping Requirements.** All portions of a Lot not improved by Improvements or other buildings, residences, driveways, parking areas, walkways, patios or decks (referred to as the unimproved area or landscaped areas of a Lot) shall be landscaped and maintained by the Owner thereof (other than Declarant) in a manner as set forth in the Architectural Guidelines or as otherwise approved by the Architectural Control Committee pursuant to Article XII of this Declaration. If any Owner fails to install required landscaping or fails to maintain such landscaping on its Lot in accordance with the Architectural Guidelines, the Association may, but shall not be obligated to, perform such landscaping requirements in lieu of such Owner pursuant to Section 8.2 of this Declaration or as otherwise set forth in the Architectural Guidelines.

Section 3.6. **Environmental.**

(a) **No Hazardous Substances.** No Owner, Occupant or Designee shall handle, store, deposit, use, process, manufacture, dispose of or release or allow any of its Designees to handle, store, deposit, use, process, manufacture, dispose of or release any Hazardous Substances from, on, in, under or in the air above any part of the Property, including any surface waters or groundwater located on the Property or into public sanitary or storm sewer systems serving the Property without complying with all applicable Legal Requirements including performing pre-treatment, obtaining permits and giving notices as required by Environmental Laws.

(b) **Costs and Expenses.** Each Owner and its Designees shall be responsible for and shall pay all costs and expenses related to disposal, release, cleanup and remediation of any Hazardous Substances it causes, in, on, under or above the Property and as required by any Governmental Authority.

Section 3.7. **Right of Board Regarding Rules and Regulations.** In furtherance of the purposes of this Declaration, the Declarant during the Development Period or the Board, provided that the Board receives Declarant's prior written consent during the Development Period, may from time to time adopt, amend or repeal the Rules and Regulations concerning and governing the Property, Lots, or any portion thereof, including the establishment and enforcement of penalties for any infraction of the Rules and Regulations.

Section 3.8. **Construction Use.** Declarant and its Designees and Builders authorized by Declarant shall have the right to perform construction and such other reasonable activities on the Property, and to maintain upon portions of the Property it owns such facilities as deemed reasonably necessary or incidental to the construction and sale of Lots in the development of the Property, specifically including the maintenance of temporary business or construction offices, material and equipment storage areas, trash bins, construction yards and equipment, signs, models, temporary sales offices, parking areas, and lighting facilities (collectively, "Construction Activities"). **EACH OWNER BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF A LOT HEREBY ACKNOWLEDGES THAT THE PROPERTY IS IN THE VICINITY OF CONSTRUCTION ACTIVITIES. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER HEREBY ACKNOWLEDGES AND ACCEPTS THE CONSEQUENCES OF THAT PROXIMITY, INCLUDING THE ANNOYANCES RESULTING FROM THE NOISE, VIBRATION, FUMES, DUST, LUBRICANTS, OTHER PARTICULATE MATTER, TRAFFIC, LIGHT AND INTERFERENCE WITH SLEEP AND LIVING ASSOCIATED WITH THE CONSTRUCTION ACTIVITIES. EACH OWNER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS THAT SUCH OWNER MAY HAVE RELATING TO THE CONSTRUCTION ACTIVITIES AGAINST DECLARANT, THE ASSOCIATION, THE BOARD, AND EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND ANY AND ALL PERSONS AND ENTITIES CONDUCTING CONSTRUCTION ACTIVITIES ON, UNDER OR IN THE VICINITY OF THE PROPERTY.**

Section 3.9. **Conceptual Plans.** All master plans, site plans, brochures, illustrations, information and marketing materials relating to the Property or the Common Area (collectively, the "Conceptual Plans") are conceptual in nature and are intended to be used for illustrative purposes only. The land uses and improvements, including but not limited to any amenity centers, reflected on the Conceptual Plans are subject to change at any

time and from time to time, and it is expressly agreed and understood that land uses within the Property or the Common Area may include uses which are not shown on the Conceptual Plans. Neither Declarant nor any Builder or other developer of any portion of the Property or the Common Area makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property or the Common Area and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans or any statements made by the Declarant or any of Declarant's representatives regarding the proposed land uses, or proposed or planned improvements in making the decision to purchase any land or improvements within the Property. Each Owner who acquires a Lot within the Property acknowledges that development of the Property and/or the Common Area will likely extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or the Common Area or changes in the Conceptual Plans as they may be amended or modified from time to time.

ARTICLE IV THE ASSOCIATION

Section 4.1. **General Purposes and Powers of the Association.** The Association has been incorporated as a nonprofit corporation under the TNCL. In addition to the powers conferred on the Association under the TNCL, the Association may take all actions authorized by the Governing Documents. Any and all actions taken by the Association pursuant to the Governing Documents are binding on all Owners. The Association shall be governed by the Act, TNCL and the Governing Documents.

Section 4.2. **Deemed Assent Ratification and Approval.** All Owners and Occupants of the Property shall be deemed to have assented to, ratified and approved the general purposes of this Declaration and the other Governing Documents and the power, authority and management rights of the Association, acting through the Board as permitted in and authorized by this Declaration and other Governing Documents.

Section 4.3. **Manager.** The Association may enter into contracts with a Manager for the day-to-day management and administration of either or both of the Property and the Association.

Section 4.4. **Election of the Board of the Association.** The Board shall be elected by the Owners pursuant to the provisions of the Bylaws except as otherwise set forth in Section 4.5 of this Declaration.

Section 4.5. **Declarant's Right to Appoint the Board.** Notwithstanding anything to the contrary in this Declaration or any of the other Governing Documents, until one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots have been made subject to the terms and provisions of this Declaration and have been conveyed to Owners other than Declarant or a Builder, Declarant will have the sole right to appoint and remove all members of the Board and officers of the Association. Within one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots have been made subject to the terms and provisions of this Declaration and have been conveyed to Owners other than the Declarant or a Builder, the Board will call a meeting of Members of the Association for the purpose of electing one-third of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period. The individual(s) elected to the Board at the Initial Member Election Meeting shall be elected for a one (1) year term and shall serve until his or her successor is elected or he or she is replaced in accordance with the Bylaws

Section 4.6. **Duty to Accept Common Areas and Improvements Transferred by Declarant.** The Association shall accept any Common Areas, including any Improvements, equipment and personal property thereon conveyed or transferred to the Association by Declarant, together with the responsibility to maintain such property and perform any and all functions associated therewith, provided that such property and functions are not

inconsistent with the terms of this Declaration. Any portion of the Common Areas transferred to the Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board, be transferred to the Association free and clear of all liens (other than the lien of property taxes), but shall be subject to the terms of the Governing Documents applicable thereto. The Improvements located on the Common Areas may be changed or altered from time to time as determined by the Board.

Section 4.7 **Rights of the Board.** The Association acts solely through the Board or through the Architectural Control Committee as provided in the Governing Documents. Notwithstanding anything to the contrary in the Certificate of Formation or the Bylaws, whenever in the Governing Documents there is a reference to action by the Association, such reference means the Association acting through and based on decisions and direction by the Board.

ARTICLE V MEMBERSHIP, VOTING AND ASSESSMENT ALLOCATIONS

Section 5.1. **Allocation of Votes in the Association.**

(a) **Membership.** Each Owner shall automatically be a Member of the Association and must remain a Member for as long as that Person is an Owner. Membership is appurtenant to, and cannot be separated from, ownership of a Lot. Any transfer of title to a Lot shall operate automatically to transfer Membership appurtenant to such Lot to the new Owner. All Owners shall notify the Association in writing of any transfer of ownership of such Owner's Lot including the name of the new Owner.

(b) **Voting Rights.** The right to cast votes and the number of votes which may be cast for election of members to the Board (except as provided by Section 4.5) and on all other matters to be voted on by the Members will be calculated as set forth below.

(i) The Owner of each Lot will have one (1) vote for each Lot so owned.

(ii) In addition to the votes to which Declarant is entitled by reason of Section 5.1(b), for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period.

Section 5.2. **Proxies Of Owners.** Votes allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner in the form required by the Association. If a Lot is owned by more than one Person, any one co-Owner of the Lot may cast the vote of that Lot or register a protest to the casting of the vote of that Lot by the other co-Owners of the Lot through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this Section 5.2 except by written notice of revocation to the individual presiding over a meeting of the Association.

Section 5.3 **Advisory Committee.** Declarant may determine in its absolute and sole discretion at any time prior to the transition of the Board set forth in Section 5.1(d) and expiration or termination of the Development Period, to appoint, but has no obligation to appoint, any number of Owners, for any length of time, to an advisory committee, each of whom is chosen by Declarant in its absolute and sole discretion ("Declarant Advisory Committee"). The Declarant Advisory Committee shall not be entitled to vote on any matter before the Board.

ARTICLE VI ASSESSMENTS

Section 6.1. **Regular and Special Assessments.** The Board shall possess the right, power, authority and obligation to establish a Regular Assessment for the payment of Common Expenses and such Special Assessments and Individual Assessments as provided for in this Declaration, including those set forth in this Article VI.

(a) **Initiation Assessment.** Declarant herein establishes an Initiation Assessment in the amount of \$400.00 (the "Initiation Assessment") payable to the Association upon an Owner's acquisition of a Lot. Each Owner, excluding Declarant and Declarant's Affiliates, shall, at the time such Owner acquires a Lot, pay the Initiation Assessment to the Association. Notwithstanding anything to the contrary herein, either Declarant or the Board shall have the right to increase, reduce or terminate the Initiation Assessment at any time and for any reason as to all Owners, including (without limitation) a determination by Declarant or the Board (in their respective sole and absolute discretion) that the Initiation Assessment is interfering with Owners' ability to obtain financing. The Initiation Assessment shall be allocated 100% to pay for operational expenses and working capital. The Initiation Assessment shall not be considered an advance payment of any Assessments set forth herein and is not refundable. Declarant and Declarant's Affiliates shall be exempt from paying the Initiation Assessment. Additionally, the Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any Initiation Assessment attributable to a Lot (or all Lots) by a waiver notice that shall be recorded in the Real Property Records, which waiver may be temporary or permanent.

(b) **Regular Assessments.** The Board shall establish the amount sufficient, in the judgment of the Board, to pay all Common Expenses. The amount established to pay Common Expenses shall be assessed to Owners and against each Owner's Lot (the "Regular Assessments"), shall be allocated and assessed equally among the total number of Lots, except as otherwise set forth in this Article VI, shall be due and payable semi-annually, or on such dates as otherwise determined by Declarant or established by the Board, and shall be applied to the payment of Common Expenses.

(c) **Budget for Common Expenses.** Prior to the commencement of each fiscal year of the Association, the Board shall establish and adopt a Budget for the next following fiscal year, notify Owners of such Budget and make the Budget available for review by all Owners. Other than as may be required pursuant to the Act, no further communication shall be necessary to establish the amount of each Owner's obligation regarding the Regular Assessments payable pursuant to this Declaration, and the failure of the Board to timely establish and adopt a Budget or to notify and make available for review by Owners any Budget shall not excuse or relieve an Owner from the payment of the Regular Assessments contemplated thereby. In such event, the Owners shall continue paying Regular Assessments based on the Budget for the prior fiscal year, and once the Budget is established and adopted, (i) the Owners shall pay any increase in the Regular Assessment, and (ii) any decrease in the Regular Assessment shall be credited towards the Regular Assessments next due and payable. The Board shall have the right to amend any Budget at any time (subject to applicable requirements of the Act), in which event the portion of the Regular Assessments assessed against each Lot and the corresponding payment obligation of each Owner shall be adjusted accordingly, if applicable. Notwithstanding the foregoing, if any Budget for a fiscal year, or amendment thereof, may increase the Budget from the immediately preceding fiscal year by more than 10%, such Budget must be approved at an open meeting for which prior notice was given to Owners. Notwithstanding the foregoing, if any Budget for a fiscal year, or amendment thereof, may increase Regular Assessments allocated to a Lot and payable by an Owner by more than 15% from the immediately preceding fiscal year, such Budget must be approved by the affirmative vote of at least 51% of the Members entitled to vote at such time.

(d) **Special Assessments by Association.** In addition to the Regular Assessments contemplated by Subsections 6.1(b) and (c) of this Declaration, the Board shall establish Special Assessments from time to time as

may be necessary or appropriate in the judgment of the Board to pay (i) non-recurring Common Expenses relating to the maintenance, care, alteration, improvement, replacement, operation and management of the Property and the administration of the Association; (ii) capital expenditures necessary to replace Improvements on or within the Common Areas; (iii) additional Common Expenses if the Regular Assessments are not sufficient to cover all of the Common Expenses; and (iv) contractual and other liabilities of the Association that have been included in the Budget. Special Assessments so established shall be payable by and allocated among the total number of Lots and allocated to each Owner based upon the number of Lots such Owner owns within 30 days of receipt of notice of such Special Assessment, or as otherwise specified in such notice.

Section 6.2. **Individual Assessments.** In addition to the Regular Assessments and the Special Assessments contemplated in this Article VI, the Board shall possess the right, power and authority to establish or levy the Individual Assessments in accordance with the provisions of this Declaration against an individual Owner and its Lot for Charges properly borne solely by one or more but less than all Owners, such as (without limitation) charges for additional services, damages, fines or fees, interest, collection costs, attorneys' fees, insurance deductible payments, or any other amount owed to the Association by an Owner. The Individual Assessments shall be the personal obligation of the Owner against whom the Individual Assessment is assessed, and shall constitute a lien against the Lot in the same manner and with the same consequences as the Regular Assessment and any duly authorized Special Assessment. The Board shall establish Individual Assessments levied on the Owners of the Patio Lots ("Patio Lot Front Yard Maintenance Assessments") from time to time as may be necessary or appropriate in the judgment of the Board to pay the costs of mowing, edging, clipping, sweeping, pruning, raking, replacing, seasonal spraying or other scheduled treatment and otherwise caring for the landscaping installed by the Builders in the front of the Patio Lots (the "Patio Lot Front Yard Services"). The Board shall also establish Individual Assessments levied on the Owners of the Showcase Lots ("Showcase Lot Front Yard Maintenance Assessments") from time to time as may be necessary or appropriate in the judgment of the Board to pay the costs of mowing, edging, clipping, sweeping, pruning, raking, replacing, seasonal spraying or other scheduled treatment and otherwise caring for the landscaping installed by the Builders in the front of the Showcase Lots (the "Showcase Lot Front Yard Services"). The Patio Lot Front Yard Maintenance Assessments as to a Patio Lot shall commence on the date that Declarant conveys such Lot to an Owner other than Declarant. The Showcase Lot Front Yard Maintenance Assessments as to a Showcase Lot shall commence on the date that Declarant conveys such Lot to an Owner other than Declarant. The Patio Lot Front Yard Maintenance Assessments shall be reasonably and equitably allocated among the total number of Patio Lots allocated to each Owner based upon the number of Patio Lots such Owner owns, and shall be due and payable semi-annually, or on such dates as otherwise determined by Declarant or established by the Board, and shall be applied to the payment of the Patio Lot Front Yard Services. The Showcase Lot Front Yard Maintenance Assessments shall be reasonably and equitably allocated among the total number of Showcase Lots allocated to each Owner based upon the number of Showcase Lots such Owner owns, and shall be due and payable semi-annually, or on such dates as otherwise determined by Declarant or established by the Board, and shall be applied to the payment of the Showcase Lot Front Yard Services.

Section 6.3. **Lien and Personal Obligation to Pay Assessments.** Declarant, for each Lot owned by it on the Property, hereby covenants, and each Owner of a Lot on the Property is hereby deemed to covenant by acceptance of a deed to such Lot (whether or not it shall be so expressed in such deed), to pay to the Association the Assessments. Such Assessments shall be established and collected in the manner provided by this Declaration. The Assessments shall be a charge upon the land and a continuing lien on each Lot against which an Assessment is made. Each such Assessment, together with interest, costs and reasonable attorney's fees thereon, shall also be the personal obligation of the person or persons who owned the Lot at the time the Assessment fell due, but such personal obligation shall not pass to the successors in title unless expressly assumed by them. Declarant hereby reserves and assigns to the Association, without recourse, a vendor's lien on each Lot (including all improvements now or hereafter constructed, erected or developed thereon) to secure the payment of all Assessments levied on such Lot, together with interest, costs and reasonable attorney's fees thereon. Each Owner, by acceptance of a deed to a Lot, (a) accepts such Lot subject to and encumbered with the Assessment lien (with power-of sale) set

forth in this Article VI, (b) grants and confirms to the Association a contractual lien upon his Lot (together with all Improvements thereon) to secure all Assessments then or thereafter made against such Lot, and (c) expressly vests in the Association or its agents the right and power to bring all actions against such defaulting Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for foreclosure and enforcement of such lien, including, without limitation, nonjudicial foreclosure. No Owner, other than Declarant and Declarant's Affiliates as set forth in Section 6.5, shall be entitled to exemption from liability for the Owner's obligation to pay Assessments for any reason, including claims of (a) waiver of the use and enjoyment of the Common Areas or the recreational facilities as to which any Assessments relate; (b) an abandonment of the Lot or Improvements thereon; (c) offsets or reductions; and (d) the Association, or the Board or any other entity is not properly exercising its duties and powers under the Governing Documents. The Declarant or the Board may adopt and record in the Real Property Records an Assessment Policy setting forth guidelines and establishing an alternative payment schedule by which an Owner may make partial payments to the Association for delinquent Assessments pursuant to such guidelines (the "Past Due Payment Plan"). Any Assessment not paid on the date which such Assessment is due shall bear interest at the Past Due Rate as set forth in the Assessment Policy and shall be recoverable by the Association, together with interest as aforesaid and all costs and expenses of administering a Past Due Payment Plan, and other collection methods, including reasonable attorneys' fees, by suit in a court of competent jurisdiction or in a mediation or arbitration in the County pursuant to the provisions of Article XIV of this Declaration. It shall be the responsibility of the Association to collect any such delinquent Assessments, the existence of which shall be made known by written notice delivered to the defaulting Owner and, if requested, the Owner's Mortgagee pursuant to and in accordance with the Assessment Policy and the Act; provided, however, if the Association is not taking the action permitted in this Section 6.3, Declarant may exercise such rights for its own benefit and the benefit of the Association.

Section 6.4. **Lien to Secure Payment of Assessments.** Subject to Section 6.9 of this Declaration, the liens established in this Declaration shall be prior and superior to all other liens and encumbrances subsequently created upon such Lot regardless of how created, evidenced or perfected, other than the liens for Governmental Impositions. So long as the Association satisfies the requirements set forth in the Act, and any other applicable Legal Requirement with regard to delinquent Assessments and foreclosure of Assessment liens, Assessment liens created in this Declaration may be foreclosed on or enforced by any means available at law or in equity.

Section 6.5. **Commencement of Obligation to Pay Regular Assessments.** Regular Assessments as to a Lot shall commence on the date that Declarant conveys such Lot to an Owner other than Declarant or Declarant's Affiliates. On the date of such conveyance, the new Owner of such Lot shall be obligated to pay to the Association an initial Regular Assessment, which initial Regular Assessment shall be an amount equal to the then current Regular Assessment prorated over the number of days remaining in such Regular Assessment Period. During the Development Period, Declarant and Declarant's Affiliates are exempt from the obligation to pay Assessments on Lots or other portions of the Property it owns; however, Declarant may provide funding for shortfalls between funds necessary to fully fund the Association's required payments pursuant to the Budget and Assessments collected for a given year. Any such payments made by Declarant to the Association contemplated herein may be treated as a contribution, subsidy or a loan by Declarant in its absolute and sole discretion. Additionally, during the Development Period, the Declarant may, in its sole discretion, elect to (i) exempt any portion of the Property from the obligation to pay Assessments; (ii) delay the levy of Assessments against any portion of the Property; or (iii) reduce the levy of Assessments against any portion of the Property.

Notwithstanding the foregoing, the following Property subject to this Declaration shall be exempt from Assessments until such time as Declarant or the Board determines otherwise:

- (a) Property dedicated to a town, municipality, city or any other Governmental Authority;
- (b) Lots or other portions of the Property owned by Declarant or Declarant's Affiliates or other areas reserved by Declarant or Declarant's Affiliates as set forth on a Plat or other recorded instrument; and

- (c) All Common Areas and Lots or any parcel of Property owned by the Association.

Section 6.6. **Notice of Default.** If an Owner defaults in the Owner's monetary obligations to the Association, the Association shall notify the Owner and other lien holders in accordance with the Act and shall state the Association's intent to foreclose its lien.

Section 6.7. **Alternative Actions.** Nothing contained in this Declaration prohibits the Association from taking a deed in lieu of foreclosure from an Owner or from filing suit to recover a money judgment for sums that may be secured by the Association's lien.

Section 6.8. **Statement of Expenses and Access to Records.** Upon proper delivery of a written request from an Owner to the Board or the Manager containing the requisite information as set forth in the Act, the Association shall provide current copies of or make reasonably available for examination, the requested books, records, financial statements and any other requested information maintained by the Association in accordance with the Bylaws, the Records Policy, and the Act. The costs associated with compilation, production and reproduction of information contemplated in this Section 6.8 shall be set forth in the Records Policy.

Section 6.9. **Subordination of Lien for Assessments.** The lien for the payment of Assessments shall be subordinate to the lien of any valid mortgage or deed of trust that secures lien indebtedness from an Owner for a Lot that was recorded prior to the date any such Assessment becomes delinquent under the provisions of this Declaration. Each Mortgagee of a mortgage encumbering a Lot for which the liens of this Declaration shall be subordinate and who obtains title to such Lot pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid Assessments or other charges subject to a lien against such Lot to the extent accruing prior to the time such holder acquired title to such Lot. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for Assessments or other charges.

Section 6.10. **Community Benefit Fund Fee.**

(a) **Payment and Liability for Community Benefit Fund Fee.** Upon any Transfer of a Lot (except the Exempt Lots and the initial Transfer of a Lot from a Builder to an Owner), the Community Benefit Fund Fee shall be paid by or on behalf of the Transferor to the Association. If not paid upon a Transfer, the Community Benefit Fund Fee shall accumulate interest (at a rate not to exceed the highest rate allowed by Texas law) from and after the date of the Transfer. Each Community Benefit Fund Fee, together with the foregoing interest, shall be the personal obligation of the Transferor who was the Owner of such Lot at the time of the Transfer; provided, however, the Transferee shall be jointly and severally liable for any Community Benefit Fund Fee that is not paid by the Transferor. The Community Benefit Fund Fee shall be a charge on the land and shall be a continuing lien upon each Lot against which the Community Benefit Fund Fee is due until paid. Declarant does hereby establish, reserve, create and subject each Lot to a perfected contractual lien in favor of the Association to secure payment of delinquent Community Benefit Fund Fees owed on account of such Lot, as well as interest (subject to the limitations of Texas law), late charges and costs of collection (including, without limitation, attorneys fees). Such lien shall be prior and superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (b) the lien or charge of any first priority mortgage or deed of trust of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. Declarant hereby assigns such lien to the Association without recourse. The lien shall be self operative, and shall continue in inchoate form without being reserved or referenced in any deed or other document and without any other action required. Such lien, when delinquent, may be enforced by suit, judgment and judicial or nonjudicial foreclosure in accordance with Texas law. Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Lot the amount of the delinquent sums due the Association at the time

such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. The lien may be foreclosed through judicial or, to the extent allowed by law, nonjudicial foreclosure proceedings in accordance with Texas Property Code Section 51.002, as it may be amended, in like manner of any deed of trust on real property. Each Owner hereby grants to the Association, whether or not it is so expressed in the deed or other instrument conveying such Lot to the Owner, a power of sale which may be exercised in accordance with Texas Property Code Section 51.002, as it may be amended. At any foreclosure proceeding, any Person, including but not limited to Declarant, the Association, and any Owner shall have the right to bid for the Lot at a foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Lot is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no Assessment shall be levied on it; and (iii) each other Lot may be charged, in addition to its usual Assessments, its equal pro rata share of the Assessments that would have been charged against such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Community Benefit Fund Fees and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. The sale or transfer of any Lot shall not affect the lien or relieve such Lot from the lien for any Community Benefit Fund Fee. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first priority mortgage or deed of trust made in good faith and for value shall extinguish the lien as to any Community Benefit Fund Fee which became due prior to such sale or transfer. No first priority Mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or deed of trust shall be liable for the Community Benefit Fund Fee that is due upon the Transfer of a Lot to such Mortgagee; provided, further, such Mortgagee shall be liable for the payment of the Community Benefit Fund Fee upon Mortgagee's subsequent Transfer of the Lot.

(b) Segregation and Use of Community Benefit Fund Fees. The Association shall deposit all Community Benefit Fund Fees into a restricted, segregated account that is separate and apart from any other account maintained by the Association. Community Benefit Fund Fees shall only be used by the Association for Community Benefit Expenses, and shall not be used for any other purpose.

(c) Termination Right. Notwithstanding anything to the contrary herein, either Declarant or the Board shall have the right to reduce or terminate the Community Benefit Fund Fee at any time and for any reason as to all Owners, including (without limitation) a determination by Declarant or the Board (in their respective sole and absolute discretion) that the Community Benefit Fund Fee is interfering with existing or prospective Owners' ability to obtain financing.

ARTICLE VII EASEMENTS

Section 7.1. Plat Easements, Dedications and Restrictions. All dedications, limitations, restrictions, and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way in compliance with Legal Requirements for the purpose of most efficiently and economically developing the Property.

Section 7.2. Easements. Each Owner accepts a deed conveying title to a Lot, subject to the Easements granted and reserved, as applicable, in this Section 7.2, which Easements (and all rights and obligations related to such Easements arising on or after the date of any transfer) shall run with the Property.

(a) Access Easement. Declarant hereby reserves and grants to the Association, its members, licensees, invitees, lessees, contractors, successors and assigns, a perpetual, assignable and non-exclusive access easement over, on and across the Property and each portion thereof to (i) exercise any right held by the Association under this Declaration or any other Governing Document and (ii) perform any obligation imposed upon the Association by this Declaration or any other Governing Document. Notwithstanding the foregoing, no Person shall enter upon any Lot without reasonable prior written notice to the Owner of the Lot, except in cases of emergency.

(b) Common Area Easement. Subject to the provisions of this Declaration and the power of the Association to regulate the use of, and convey or encumber the Common Area as set forth in the Governing Documents, each Owner, and such Owner's Designees and invitees shall have a nonexclusive easement over, upon, across and with respect to any Common Area as appropriate and necessary (i) for access, ingress and egress to the Lot of such Owner, Designee, or invitee and (ii) to use the Common Area for such other purposes permitted under the Governing Documents.

(c) Drainage Easement. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Control Committee thereon require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements described in this Declaration or shown on a Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Control Committee. Declarant hereby reserves and grants a perpetual, assignable and non-exclusive drainage easement over, on and across the Drainage Facilities for its own benefit and for the benefit of each Lot (that is an intended beneficiary of such Drainage Facilities), the Property, the Owners and the Association for: (i) the use of the Drainage Facilities, and the ingress and egress to a Lot to access the Drainage Facilities, provided no other reasonable means of access exists; and (ii) maintenance, repair, replacement of and removal of obstructions or other matter adversely affecting the Drainage Facilities and drainage systems (including ingress and egress therefrom). Notwithstanding the foregoing, no person shall enter upon any Lot without reasonable prior written notice to the Owner of the Lot, except in cases of emergency.

(d) Systems and Services Easement. Declarant hereby reserves and grants a perpetual, assignable and non-exclusive drainage easement upon, across, over, and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to, water, gas, telephone, and electric lines and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this Section, no electrical lines, water lines, or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Control Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on a Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

(e) Easements Strictly Limited. The Easements are for the benefit of Declarant, the Association, the Architectural Control Committee, Owners and certain Designees only. **THE EXERCISE OF ANY EASEMENT RESERVED IN THIS SECTION 7.2 SHALL NOT EXTEND TO PERMITTING ENTRY INTO ANY RESIDENCE CONSTRUCTED ON ANY LOT.**

(f) Certain Exceptions. None of the Easements reserved or granted in this Section 7.2 shall be used in a manner which materially adversely affects the structural integrity of any Improvements. Use and availability of any facilities or areas covered by the Easements are subject to the Governing Documents.

Section 7.3. **Power to Grant Easements.** Declarant, during the Development Period, and the Association thereafter (to the extent permitted by the Act) shall have the power to grant access, utility, drainage, water facility and any other easements in, on, over or under the Common Areas for any lawful purpose, including without limitation, the provision of emergency services, utilities (including water, sanitary sewer, storm sewer, gas, and other energy services), telephone, cable television, fiber optic, and other telecommunication services, and other uses or services to one or more of the Owners. If an Owner requires an easement across any portion of the Common Areas from the Association and has obtained prior written approval from the Association for such easement, the requesting Owner shall be responsible for all costs and expenses incurred by the Association regarding the creation of such easement and shall promptly reimburse the Association such amounts.

Section 7.4. **Mineral Interests.** Some or all of the Property is subject to acquisition, reservation or conveyance of oil, gas and mineral rights pursuant to certain deeds and leases (the "Mineral Interests") recorded in the Real Property Records of the County prior to the date of this Declaration which include rights to all oil, gas or minerals lying in, on or under the Property, easements related to exploration, drilling, producing and transporting such oil, gas or minerals and certain surface rights of ingress and egress. Owners do not own the Mineral Interests. These Mineral Interests are superior rights in the Property and are not affected by any provision to the contrary in this Declaration. Each Owner, by accepting title to or interest in a Lot, acknowledges the existence of the Mineral Interests and the attendant rights in favor of the owners of such Mineral Interests.

ARTICLE VIII MAINTENANCE RESPONSIBILITIES

Section 8.1. **Maintenance.**

(a) **Maintenance of Lots.** All maintenance, repairs and replacements of, in or to any Lot or Improvements thereon, ordinary or extraordinary, foreseen or unforeseen, shall be performed by the Owner of such Lot or Improvements in accordance with the Maintenance Standard and Architectural Guidelines; provided, however, that the Association may maintain the front yards of the Patio Lots and Showcase Lots.

(b) **Maintenance of Common Areas.** Except as otherwise provided in the Governing Documents or as otherwise maintained by a district described herein, the Common Areas shall be maintained by the Association, the cost and expense of which shall constitute a Common Expense and shall be payable as a Common Expense, as set forth in this Declaration. Nothing in this Declaration shall be deemed or construed as relieving any Owner from liability or responsibility for damage to the Common Areas caused by the negligence or misconduct of an Owner, Occupant or an Owner's Designees.

(c) **Maintenance of Easements.** Except as expressly provided in Section 7.2 of this Declaration, all maintenance, repairs and replacements of, in or to any Easement Area, ordinary or extraordinary, foreseen or unforeseen, shall be performed by the Owner of each Lot in which the Easement Area is located and in accordance with the Maintenance Standard. If the Easement Area is located in a Common Area, then all maintenance, repairs and replacements of, in or to any Easement Area, ordinary or extraordinary, foreseen or unforeseen, shall be performed by the Association and shall be payable as a Common Expense, as set forth in this Declaration.

Section 8.2. **Owner Failure to Maintain.** If any Owner fails or neglects to maintain, repair or clean any portion of its Lot or certain Improvements thereon, as required to be maintained by such Owner pursuant to the Governing Documents and by Section 8.1 of this Declaration, and such failure or neglect continues for an unreasonable time period in light of the surrounding circumstances as may be determined on a case by case basis by the Association, after Owner's receipt of written notice of such neglect or failure from the Association, then the Association may, but shall not be obligated to, enter the Lot, and take appropriate steps to perform, or cause to be performed, the maintenance obligations of the Owner required by this Declaration. The defaulting Owner

shall, upon demand, reimburse the Association for performing such required maintenance and all costs and expenses incurred in the exercise of its rights pursuant to this Section 8.2 or as otherwise set forth in this Declaration.

Section 8.3. **Disputes**. Any Dispute arising among any or all of the Owners or the Association as to the proper Person to bear a maintenance cost or expense shall be resolved in accordance with the provisions of Article XIV of this Declaration.

ARTICLE IX INSURANCE

Section 9.1. **Requirements**. Unless otherwise determined by Declarant or the Board, all insurance coverage required of the Association pursuant to this Article IX or purchased at the election of the Association shall:

(a) be in such form and issued by responsible insurance companies licensed to do business in the State and shall be rated by Best's Insurance Guide (or any successor publication of comparable standing) as "A-VI" or better;

(b) be carried in a blanket form naming Declarant, the Association, the Board, and its respective officers and directors and employees of the Association as insureds; and

(c) provide that insurance trust agreements shall be recognized.

Section 9.2. **Insurance by the Association**. The Association shall maintain in force and pay the premium for a policy providing comprehensive public liability insurance for the benefit of the Association and its Members. The coverage limits under such policy shall be in amounts reasonably determined by the Board in accordance with the Governing Documents. Coverage under such policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas, and legal liability arising out of lawsuits related to operation of the Association. Additional coverages under such policy shall include protection against such other risks as are customarily covered with respect to homeowners associations of communities similar to the Association's community. Such policy shall, by its terms, provide for "severability of interest" or shall contain a specific endorsement to preclude the insurer's denial of an Owner's claim because of the negligent acts of the management company, Association or any Member thereof. Unless indicated otherwise, the premiums for all insurance coverages maintained by the Association pursuant to this Section 9.2 shall constitute a Common Expense, and shall be payable by the Association.

Section 9.3. **Insurance by Residence Owners**. An Owner shall be responsible for obtaining and maintaining at such Owner's sole cost and expense insurance policies covering: (a) 100% of replacement cost of all improvements, additions and betterments made upon such Owner's Lot or in such other amounts established by the Board in accordance with the Governing Documents and (b) any other insurance required by any Mortgagee or other lender in relation to such Owner's Lot. Nothing in this Declaration shall be deemed or construed as prohibiting an Owner, at its sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverages as such Owner may deem necessary or appropriate. Nothing in this Section 9.3 shall be construed to require the Association to monitor the existence or adequacy of insurance coverages on any Lots. The Association will not be required to maintain insurance on the Improvements constructed upon any Lot.

Section 9.4. **Association as Insurance Trustee for the Owners**. By acceptance of a deed to a Lot, each Owner shall be deemed to have irrevocably appointed the Association as the Insurance Trustee on insurance

policies obtained by the Association (whether the Association is identified as such in a policy). All property insurance policies required to be obtained by the Association as described in Section 9.2 of this Declaration may be issued in the name of the Association as Insurance Trustee for the property covered under such policies. Loss payable provisions shall be in favor of the Insurance Trustee as a trustee for the Association. The Insurance Trustee shall not be liable for the payment of premiums, nor the renewal or sufficiency of policies, except those policies required to be purchased and maintained by the Association pursuant to Section 9.2 of this Declaration and the Bylaws. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold or properly dispose of the same in trust for the benefit of the Owners and Declarant in accordance with the terms of the Governing Documents.

Section 9.5. **Other.** Neither the Association, Board, Declarant, any Owner nor each of their respective Affiliates shall be liable for failure to obtain any insurance coverage required by the Governing Documents or for any loss or damage resulting from such failure, if such failure is a result of such insurance coverage not being reasonably available.

ARTICLE X CASUALTY AND CONDEMNATION

Section 10.1. **Casualty.** If any Improvements located on any Lot are damaged or destroyed by fire or other casualty, the Owner of such Lot must, within a reasonable period of time, either (a) repair, restore and rebuild such Improvements (and any damage to Improvements not on the Lot caused by such fire or other casualty) in accordance with Plans approved by the Architectural Control Committee as provided in the Governing Documents; or (b) raze all of the damaged Improvements on the Lot, clear the Lot of all debris resulting from such razing, and seed or sod the Lot with grass.

Section 10.2. **General Condemnation Provisions.** If all or any part of the Common Area is subject to a Taking, the Association will be the exclusive representative of the Owners. The expense of participation in such proceedings by the Association shall be a Common Expense. The Association is specifically authorized to obtain and pay for assistance from attorneys, appraisers, architects, engineers, expert witnesses and other Persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to condemnation proceedings. The cost of any restoration or repair of the Common Area following a partial Taking shall be a Common Expense. If any condemnation proceeds remain following the restoration or repair of the Common Area following a partial Taking, such condemnation proceeds shall be held by the Association and used to pay other Common Expenses.

ARTICLE XI DEVELOPMENT RIGHTS

Section 11.1. **Development Rights.** Declarant reserves for itself during the Development Period, the following Development Rights to: (a) add real property to the Property as Annexed Property and designate or restrict uses on any portion thereof; (b) designate or create additional Lots and Common Areas, and to convert Lots owned by Declarant or Declarant's Affiliates into Common Areas; (c) subject portions of the Property owned by Declarant or Declarant's Affiliates to Supplemental Declarations, as Declarant may determine; (d) whether by Plat or otherwise, relocate boundaries between adjoining Lots owned by Declarant or Declarant's Affiliates, enlarge or reduce Lots owned by Declarant or Declarant's Affiliates, enlarge or reduce the Common Areas, reduce or diminish the size of portions of the Common Areas, split, combine, divide or subdivide Lots owned by Declarant or Declarant's Affiliates and change set back requirements; (e) establish specifications for construction of all Improvements, amend such specifications and complete or make Improvements on Lots owned by Declarant or Declarant's Affiliates or construct Improvements on Common Areas; (f) create and use and permit others to use the Easements or any other easements pursuant to the Governing Documents; (g) merge or

consolidate the Association with any other owner association within the Property; (h) amend this Declaration, maps or Plats in connection with the exercise of any Development Right; (i) change the permitted use of any portion of the Property that is owned by Declarant or Declarant's Affiliates; (j) make amendments to the Governing Documents; (k) market, promote, sponsor marketing events, erect and maintain signs and advertising in the Common Areas and other portions of the Property owned by Declarant or Declarant's Affiliates or on Lots owned by Declarant, Declarant's Affiliates, or Builders; (l) maintain construction, sales, and management offices, signs advertising the Property, Lots and models, and to conduct general sales from such offices; (m) establish in the Common Areas, from time to time, by dedication or otherwise, public and private streets and utilities and other easements for purposes including public access, private access, paths, walkways, drainage, recreation areas, parking areas, and to create other reservations, exceptions and exclusions; (n) construct, in a way that does not materially adversely affect the development plans of any Owner, underground utility lines, pipes, wires, ducts and conduits, storm drains, detention ponds, and other facilities for the purpose of furnishing services to the Property; (o) approve or disapprove, during the Development Period, the recordation of any declaration; (p) appoint or remove any Architectural Control Committee member during the Development Period in accordance with Section 12.2 of this Declaration and create subcommittees and appoint members to such subcommittees of the Architectural Control Committee; (q) record an instrument surrendering a Development Right, or withdraw or de-annex a portion of the Property in accordance with this Declaration from the Property by recording in the Real Property Records a document evidencing such surrender, withdrawal or de-annexation of any portion of the Property; and (r) exercise any additional reserved right created by any other provision of the Governing Documents and any other right granted to Declarant by the Governing Documents.

Section 11.2. **Annexation of Additional Property.**

(a) **Manner of Annexation.** At any time after the date this Declaration is recorded in the Real Property Records, until the expiration of the Development Period, Declarant may with the consent of the owner of the portion of the Annexed Property to be annexed, if applicable, add Annexed Property to the Property by way of a Supplemental Declaration and make such Annexed Property subject to the Governing Documents. Declarant may subject any Annexed Property to all or any portion of this Declaration, to replat the Property and such Annexed Property as Declarant desires, and to create additional Lots and Common Areas from or out of such Annexed Property.

(b) **Effectiveness and Applicability of Provisions of Supplemental Declaration.** Effective upon the recording of a Supplemental Declaration in the Real Property Records, or as otherwise stated in such Supplemental Declaration: (i) the covenants and restrictions contained in this Declaration and the Governing Documents shall automatically, and without further action by any Person, apply to Annexed Property in the same manner that such covenants and restrictions apply to all other portions of the Property; and (ii) any lien arising from ownership or construction upon Annexed Property shall affect only such Annexed Property and Improvements located thereon.

Section 11.3. **Withdrawal of Real Property.** Declarant may, at any time and from time to time, withdraw any portion of the Property from the burden of this Declaration and the jurisdiction of the Association for any reason. Such withdrawal shall be accomplished by the execution, acknowledgment and recordation of a written notice of withdrawal (the "Withdrawal Notice") in the Real Property Records. The Withdrawal Notice shall: (a) be executed and acknowledged by Declarant and the Owner of the portion of the Property to be withdrawn without the necessity of the joinder or consent of any other Person; (b) contain an adequate legal description of the portion of the Property to be withdrawn; and (c) contain a statement and declaration that the portion of the Property withdrawn shall no longer be burdened by this Declaration and shall no longer be subject to the jurisdiction of the Association. The withdrawal shall be effective upon recordation of the Withdrawal Notice in the Real Property Records of the County. Nothing in this Section 11.3 shall be interpreted to prohibit later annexation of any withdrawn Property.

Section 11.4. **No Approval Required for Exercise of Development Rights**. No approval of any Owner or its Mortgagee shall be required for the exercise of any Development Right. Declarant may exercise any Development Right on all or any portion of the Property and in whatever order determined by Declarant. Declarant shall not be obligated to exercise any Development Right or to expand the Property beyond the number of Lots initially submitted. The exercise of any Development Right as to some portion of the Property shall not obligate Declarant to exercise any Development Right as to other portions of the Property. No provision of this Declaration shall be construed to prevent or limit Declarant's right, and Declarant expressly reserves the right, to complete the development of the Property within the boundaries of the Property and to construct or alter Improvements on any Property owned by Declarant within the Property.

Section 11.5. **Zoning**. No Owner other than Declarant or Declarant's Affiliates may apply for any change in the zoning of any portion of the Property without Declarant's prior written approval. Each Owner shall fully cooperate with Declarant in executing all documents, providing all information, and taking or refraining from taking any action as may be necessary or appropriate to effectuate any zoning change requested by Declarant. Any costs and expenses incurred by Declarant or the Architectural Control Committee relating to the obtainment of a zoning change on behalf of an Owner shall be reimbursed by such Owner.

Section 11.6. **Rights Transferable**. Rights created or reserved under Article XI of this Declaration for the benefit of Declarant may be transferred to any Person by an instrument executed by Declarant and the transferee describing the rights transferred and recorded in the Real Property Records.

ARTICLE XII DEVELOPMENT CONTROL

Section 12.1. **Required Approval**. The Plans for initial construction of any Improvements on a Lot must first be submitted to and approved in writing by the Architectural Control Committee prior to the commencement of any work on such Improvements. Changes to the exterior of any building (after initial installation or construction) on a Lot that meet the following criteria must first be submitted in writing to and approved in writing by the Architectural Control Committee: (a) any addition to the exterior of an Improvement; (b) a change or alteration to the architectural style and character of an Improvement including the exterior appearance, finish material, color or texture; (c) any addition of an accessory or additional structure on a Lot; (d) any change that results in a substantial change to the roof plane or lines of an Improvement; (e) demolition or destruction by voluntary action of any Improvement; (f) installation or modification of any landscaping or fencing; or (g) any grading, excavation, filling or similar disturbance to the surface of any portion of a Lot including change of grade, change of ground level, or change of drainage pattern. The Architectural Control Committee may require other information be submitted with applications as further described in the Architectural Guidelines. Any Owner of a Lot, excluding Declarant and Declarant's Affiliates, shall not be permitted to divide or sub-divide such Owner's Lot, nor convey any easements or other interests in the Lot less than in their entirety without the prior written approval of the Architectural Control Committee.

Section 12.2. **Establishment of the Architectural Control Committee**. The Architectural Control Committee shall be established by Declarant, and may initially consist of up to five members appointed by Declarant. Declarant shall have the continuing right to appoint and remove all members of the Architectural Control Committee during the Development Period. The Board shall have the right to appoint and remove members of the Architectural Control Committee upon the expiration or termination of the Development Period. Members of the Architectural Control Committee after the expiration or termination of the Development Period shall serve for a term as may be designated by the Board or until resignation or removal by the Board. After the Development Period, the Board may, at any time and from time to time change the authorized number of members of the Architectural Control Committee, but at no time shall the number of members of the Architectural Control Committee be less than three. A majority of the Architectural Control Committee shall constitute a quorum of the Architectural Control Committee, and a vote of the majority of the Architectural Control

Committee members present at any meeting where a quorum is present shall be required for the Architectural Control Committee action. Any action by the Architectural Control Committee may be taken without a meeting if the written approval of such action is signed by the number of members of the Architectural Control Committee necessary to take that action at a meeting where the required members of the Architectural Control Committee are present and voting. Declarant may, from time to time, during the Development Period, adopt, promulgate, amend or otherwise revise the Architectural Guidelines, or any other standards, rules, regulations and procedures governing development control of the Property for the purposes of (a) further enhancing, defining, or interpreting which items or Improvements are covered by Article XII of this Declaration; and (b) providing for changes in technology, industry standards, style, materials, safety issues, consistency with updated building codes or Legal Requirements, or for any other reason that Declarant deems to be proper, necessary or in the best interests of the Property; provided that neither Declarant nor the Architectural Control Committee in its review or approval of any matter, shall be deemed to be giving any opinion, warranty or representation as to compliance with any of the matters set forth in this Subsection 12.2, the Declaration or any other Governing Document.

Section 12.3. **Delegation of Control.** The Architectural Control Committee shall have the right, subject to the prior written approval by Declarant during the Development Period, to delegate its rights and obligations under Article XII of this Declaration to any subcommittee of the Architectural Control Committee. Any such delegation may be revoked by the Architectural Control Committee, at any time.

Section 12.4. **Architectural Guidelines.** After the Development Period, the Board may adopt or amend Architectural Guidelines from time to time. The Architectural Guidelines shall not be inconsistent with the provisions of the Governing Documents, as both may be amended and if there are any inconsistencies, the provisions of the documents shall control in the order that is set forth for the Governing Documents in Section 2.4 of this Declaration.

Section 12.5. **Reply and Communication.** The Architectural Control Committee shall respond to applications made in accordance with this Article XII within the time periods and in the manner as set forth in the Architectural Guidelines. All communications and submittals shall be addressed to the Architectural Control Committee in writing at such address as the Architectural Control Committee may designate in the Architectural Guidelines. Any approvals granted by the Architectural Control Committee, or its designees, shall be granted solely for the benefit of the applicant only with respect to its application and shall not be construed as an approval for any other Person, Owner or Occupant planning to perform the same or similar type construction, architectural change or other improvement for which an application would be necessary pursuant to this Declaration and the Architectural Guidelines.

Section 12.6. **Variances.** While the Architectural Guidelines are intended as a general guide for development within the Property, the Architectural Control Committee may, in its sole judgment, grant variances or adjustments from the Architectural Guidelines or from any conditions and restrictions imposed by this Article XII pursuant to variance criteria established by the Architectural Control Committee and as may be set forth in the Architectural Guidelines; provided, however, such variances may not be used to allow violations of this Declaration.

Section 12.7. **Appeal Rights of Owners.** If any request by an Owner under the provisions of this Article XII is disapproved by the Architectural Control Committee, then the applicant shall have the right of appeal to the Board. In considering the appeal, the Board can overturn the Architectural Control Committee's decision if the Board determines, in its sole discretion that the Architectural Control Committee abused its discretion or acted in an arbitrary or capricious manner. Notwithstanding the foregoing, and during the Development Period, the Board, in its sole discretion, may overturn the Architectural Control Committee's decision of disapproval for any reason whatsoever.

Section 12.8. **No Deemed Waivers.** No action or failure to act by Declarant, the Architectural Control Committee or by the Board shall constitute a waiver or estoppel with respect to any future action by the Architectural Control Committee or the Board, with respect to any Improvement to a Lot. Specifically, the approval by the Architectural Control Committee of any Improvement to a Lot shall not be deemed a waiver of any right or an estoppel to withholding approval for any similar Improvement to another Lot or any similar proposals, plans, specifications or other materials submitted with respect to any other improvement to another Lot.

Section 12.9. **Limitation on Liability.** Declarant, the Architectural Control Committee and the members thereof, as well as any designee of the Architectural Control Committee designated to act on its behalf, shall not be liable in damages to any Owner or Person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within the jurisdiction of the Architectural Control Committee under the Governing Documents. Declarant, the Architectural Control Committee, and the Board shall not be responsible for structural, engineering or any other defects resulting from Plans approved or for violations of any building or zoning code or other land use regulations or Legal Requirements, and any Claim against an Indemnified Party in connection therewith shall be subject to indemnification under and pursuant to the provisions of Section 15.14 of this Declaration. The process of reviewing and approving plans and specifications is one which of necessity requires that the Architectural Control Committee is called upon from time to time to make subjective judgments on items for which specific standards or guidelines are not expressly set forth in this Declaration or the Architectural Guidelines. The Architectural Control Committee has full power and authority to make any such subjective judgments and to interpret the intent and provisions of this Declaration and the Architectural Guidelines in such manner and with such results as the Architectural Control Committee, in its sole discretion, may deem appropriate. The Architectural Control Committee shall have the sole discretion to determine whether plans and specifications submitted to it for approval are acceptable.

Section 12.10. **Records.** The Architectural Control Committee shall or shall cause the Manager to maintain records, electronic or written, of all applications submitted to it and of all actions taken by it with respect thereto in accordance with the Records Policy. Such records shall be open and available for inspection by any Owner pursuant to such policy and in accordance with the Act.

Section 12.11. **Enforcement of Article XII of this Declaration.**

(a) **Inspection.** The Architectural Control Committee, or its Designees, shall have the right during reasonable business hours to enter upon and inspect any Lot or Improvements then under construction to determine whether or not the plans therefor have been approved by the Architectural Control Committee. If the Architectural Control Committee shall determine that such plans have not been approved or that the plans which have been so approved are not being substantially complied with, the Architectural Control Committee may, in its discretion, give the Owner of such Lot and Improvements written notice to such effect and, thereafter, such Owner shall immediately stop such construction and the Board or the Architectural Control Committee, on behalf of the Association, shall be entitled to enjoin further construction and to require the removal or correction of any work in place that does not comply with approved plans.

(b) **Nonconforming Improvements.** Any Improvement to a Lot made in violation of Article XII of this Declaration or of the Architectural Guidelines shall be deemed to be nonconforming. Should the Architectural Control Committee determine that any Improvement has been made without approval or was not made in substantial compliance with the description and materials furnished, and any conditions imposed, or was not completed with due diligence, the Architectural Control Committee, acting on behalf of the Association, shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary in a specific time period to remedy the noncompliance. Upon receipt of any such notice, the Owner of the Lot upon which such Improvement has been made shall, at such Owner's own cost and expense, remove such structure or Improvement and restore the Lot to

substantially the same condition as existed prior to the nonconforming Improvement. Should the Owner fail to take such action within the time specified in the notice of noncompliance, the Association shall have the right to record a copy of such notice of noncompliance in the Real Property Records. Further, the Association shall have the right, but not the obligation, to enter the Lot, correct or remove the Improvement that constitutes the violation, and restore the Lot to substantially the same condition as the Lot previously existed. All costs, together with interest at the Past Due Rate, may be assessed against the benefited Lot and collected as an Assessment. The provisions of this Section 12.11 are in addition to all other legal and equitable remedies available to the Association.

(c) Additional Remedies. In addition to the enforcement rights of the Association otherwise set forth in this Declaration and Subsection 12.11(b), the Association shall have the right, but not the obligation, to institute, maintain and prosecute proceedings at law or in equity against any Person violating or attempting to violate any of the terms and provisions of Article XII of this Declaration. In any action instituted or maintained under Article XII of this Declaration, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by a court. Failure of the Association or the Architectural Control Committee to enforce any covenant, condition or restriction contained in the Governing Documents shall not be deemed a waiver of the Association or the Architectural Control Committee's right to do so thereafter.

Section 12.12. Obtaining Governmental Approvals. Prior to commencement of construction of any Improvements, an Owner shall obtain all required Governmental Approvals in order for the Owner to construct, operate and maintain the Improvements.

ARTICLE XIII PROPERTY ROADS

The Town shall be solely responsible for the management and operation of the Property Roads. If approved by the Town, the Association shall have the right to temporarily close off portions of the Property Roads for commercial uses and for events, activities and functions approved by the Association. Declarant, the Association and the Board and its members shall not be liable to any extent whatsoever to any Person or Owner for any defect in or structural issue with the Property Roads or for any failure with respect to performance of management, operations, and other duties concerning the Property Roads, and any Claim in connection therewith against an Indemnified Party shall be the subject of indemnification under Section 15.15 of this Declaration.

ARTICLE XIV MATTERS FOR MEDIATION AND ARBITRATION

Section 14.1. Mediation. All Disputes, except those relating to equitable remedies, which are not resolved within 15 days after same have arisen (unless such greater time is provided elsewhere in the Governing Documents) shall be submitted for, or determined by, non-binding mediation as a condition precedent to arbitration. Mediation of any Dispute shall be initiated by any Owner making a written demand therefor to the other Owner or Owners involved in such Dispute and the Association. With respect to such mediation, the parties shall, within ten days after delivery of such written notice to the Association, agree upon a mediator who is: (a) a reputable Person actively engaged in the commercial real estate industry for a continuous period of not less than ten years; and (b) is in no way affiliated, or has had material business dealings with any Owner. If the parties are unable to agree upon a mediator, a mediator having the qualifications set forth in this Section 14.1 shall be appointed by the American Arbitration Association office in the County. Such mediation shall occur within 30 days after the mediator has been agreed upon or appointed and shall occur at a mutually acceptable location as determined by the parties. The costs of such mediation services shall be shared equally (but each party shall bear the cost of their own travel and attorneys' fees); provided, however, that if the Dispute is not resolved pursuant to

such mediation, the provisions of Section 14.2 of this Declaration shall govern the payment of attorneys' fees and costs and expenses of mediation and arbitration.

Section 14.2. **Final Offer Arbitration.** If the parties reach an impasse at mediation, as determined by the mediator in the mediator's sole and absolute discretion, and are unable to resolve any Dispute, any party to the Dispute may initiate binding arbitration (as the exclusive remedy with respect to a Dispute under this Declaration) by making a written demand therefor to the other parties involved in such Dispute no later than 30 days after the mediator declares that the parties have reached an impasse at mediation. The parties agree to select a single impartial arbitrator from a list taken from the American Arbitration Association within 15 days of submitting the Dispute to arbitration, and if they cannot agree on an arbitrator, each party shall select an individual and those two so selected shall then select the single impartial arbitrator who shall thereafter serve as arbitrator with respect to the Dispute. The issues in dispute shall be submitted as "baseball" or final-offer arbitration, whereby each party shall submit what it deems to be its most reasonable position to the arbitrator and the arbitrator shall select one of those two positions. The arbitrator shall have no discretion to select or award a position other than to select one of those submitted by the parties. To the extent rules governing arbitration are deemed necessary by the arbitrator (or by agreement of the parties), the current rules applicable to such arbitration promulgated by the American Arbitration Association shall apply. The decision of the arbitrator shall be rendered no later than ten days from the initiation of the arbitration procedure. The parties may resort to any court of competent jurisdiction for enforcement of, or any other action relating to, the arbitrator's award. The party or parties whose position is not selected or awarded shall be responsible for all attorneys' fees, costs and expenses (incurred in connection with the mediation and arbitration of a Dispute under Article XIV of this Declaration) of the party whose position is selected or awarded for the arbitration of the Dispute under Article XIV.

Section 14.3. **General.** With respect to any Dispute, it is agreed that the dispute resolution provisions of Article XIV of this Declaration shall be the sole remedy of the parties involved in such Dispute. Notwithstanding any other provisions of this Declaration, the foregoing agreement to arbitrate and other agreements to arbitrate with an additional Person duly consented to by the parties shall be specifically enforceable under prevailing arbitration law in any court having jurisdiction thereof. The foregoing agreement to arbitrate shall not constitute any agreement or consent to arbitration of any dispute, Claim, controversy or matter that does not constitute a Dispute, as applicable. The foregoing agreement to arbitrate any Dispute shall not constitute any agreement or consent to arbitration with any Person not named or described in this Declaration; provided that any arbitration proceeding initiated under the terms of Section 14.2 of this Declaration may, at the request of any party, be joined or consolidated with other arbitration proceedings involving additional parties if the Dispute and the subject of such other proceedings arise out of common or interrelated factual occurrences. Any award of the arbitrator shall be final and binding upon the parties involved in the Dispute and such Mortgagees and non-appealable judgment thereon may be entered by any court having jurisdiction.

ARTICLE XV GENERAL PROVISIONS

Section 15.1. **Remedies Cumulative.** Each remedy provided under the Governing Documents is cumulative and nonexclusive.

Section 15.2. **Severability.** Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or any other provision in the Governing Documents or the application thereof to any Person or circumstances is held invalid, unenforceable and not in compliance with the Legal Requirements, such invalidity, unenforceability or non-compliance shall not affect other provisions in or applications of this Declaration and the Governing Documents.

Section 15.3. **Term of Declaration.** The covenants and restrictions of this Declaration shall run with the land and bind the Property in perpetuity.

Section 15.4. **Amendment of Declaration by Declarant.** Pursuant to the Declarant exercising any Development Right or for any other reason whatsoever and until the termination or expiration of the Development Period, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration or the other Governing Documents, may be amended by Declarant in Declarant's sole discretion (without the necessity of the joinder or consent of any other Person) by the recordation in the Real Property Records of a written instrument executed by Declarant setting forth such amendment. Each deed, security interest, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and an approval of the reservation of and the power of Declarant to make, execute and record an amendment pursuant to this Section 15.4.

Section 15.5. **Amendment of Declaration by Owners.** After the Development Period has terminated or expired, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, repealed, added to, or changed from time to time by an amendment approved by Members entitled to cast 67% of the total number of votes of the Association. Any such amendment shall be effective upon the recording thereof in the Real Property Records, which shall contain a certification that the amendment has been approved as set forth in this Section 15.5.

Section 15.6. **Required Approval of Declarant to Amendment.** Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration reserving Development Rights or for the benefit of Declarant, or its assignees, shall not be effective unless Declarant, and its assignees, if any, have given written approval to such amendment, which approval may be evidenced by the execution by Declarant or its assignees of any certificate of amendment. The foregoing requirement for approval of any amendment shall terminate upon the termination or expiration of the Development Period.

Section 15.7. **No Public Dedication.** Nothing in this Declaration shall be deemed to be a gift or dedication of any portion of the Property, or of any Lot to the general public or for any public use or purpose whatsoever, it being the intent that this Declaration be strictly limited to and for the purposes expressed in this Declaration for the development, maintenance and operation of a private real estate development on private property solely for the benefit of the Owners, except that certain easements, rights-of-way, streets, water facilities and similar utilities and improvements of the Property may be dedicated by Plat or by separate documents.

Section 15.8. **Notices.** All notices or other communications required or permitted to be given pursuant to this Declaration shall be in writing and shall be considered as properly given if: (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested to the addressee, (b) delivered in person to the addressee, (c) delivered by an independent third party commercial delivery service for same day or next day delivery which provides evidence of receipt of such delivery to the addressee or (d) by telefacsimile to the addressee. Notice mailed shall be effective upon its deposit with the United States Postal Service; notice sent by a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received (or when delivery is refused) by the addressee; and notice given by telefacsimile shall be effective upon receipt of confirmation the telefacsimile was successfully sent to the addressee. For purposes of notice, the addresses of Declarant and the Association shall be as set forth below and the address of each Owner shall be the address of the Lot unless an alternate address is provided by an Owner to the Association pursuant to this Section 15.8. Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of 30 days written notice to the Association in the manner set forth herein:

Declarant: Pecan Square Phase 1, LLC
c/o Hillwood Development Company, LLC
3000 Turtle Creek Blvd.

Dallas, Texas 75219
Attention: General Counsel

Association: Pecan Square Residential Community Association, Inc.
c/o Hillwood Development Company, LLC
3000 Turtle Creek Blvd.
Dallas, Texas 75219
Attn: General Counsel

Section 15.9. **Interpretation.** Declarant shall have the right, power and authority to determine all questions arising under or in connection with the Governing Documents and to reasonably construe and interpret its provisions in accordance with the laws of the State and the laws of the United States applicable to transactions in the State. Any such determination, construction or interpretation made by Declarant shall be binding on the Owners. In all cases, the provisions set forth or provided for in the Governing Documents shall be construed together and given that interpretation or construction which, in the reasonable opinion of Declarant, shall best effect its general plan of development as reflected herein in accordance with the laws of the State and the laws of the United States applicable to Declarant. The provisions of the Governing Documents shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. Uses of the word "including" shall be deemed to be followed by the words "without limitation."

Section 15.10. **No Representations or Warranties.** No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its Affiliates, in connection with any portion of the Property, its physical condition, the Legal Requirements, fitness for intended use, or in connection with the development, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof.

Section 15.11. **Singular Includes the Plural.** Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 15.12. **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article of this Declaration.

Section 15.13. **Governing Law; Venue.** This Declaration shall be construed and governed under the laws of the State. Venue for any lawsuit arising out of the Governing Documents, whether directly or indirectly, shall be in the County.

Section 15.14. **INDEMNIFICATION.**

(a) **GENERAL.** EACH OWNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DECLARANT, THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE, THE BOARD AND EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM ANY AND ALL CLAIMS OF ANY NATURE THAT ARISE AS THE RESULT OF OR ARE CAUSED BY (i) SUCH OWNER'S (OR THE OCCUPANT OF SUCH OWNER'S LOT OR IMPROVEMENTS THEREON) NON-COMPLIANCE WITH ANY OF THE PROVISIONS OF THE GOVERNING DOCUMENTS, OR (ii) ANY ACT OR OMISSION OF SUCH OWNER (OR THE OCCUPANT OF SUCH OWNER'S LOT OR IMPROVEMENTS THEREON).

(b) **PLAN REVIEW.** NO OWNER SUBMITTING PLANS TO AN INDEMNIFIED PARTY PURSUANT TO THE GOVERNING DOCUMENTS, BY DISSEMINATION OF THE SAME, AND NO OWNER, BY ACQUIRING TITLE TO A LOT, SHALL MAKE ANY CLAIMS AGAINST ANY

INDEMNIFIED PARTY RELATING TO OR ARISING OUT OF ANY INDEMNIFIED PARTY'S REVIEW OF SUCH SUBMITTED PLANS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO INDEMNIFIED PARTY REVIEWING SUCH PLANS SHALL BE RESPONSIBLE FOR OR SHALL HAVE OBLIGATIONS TO COMMENT ON OR ASSURE COMPLIANCE OF SUCH PLANS FOR STRUCTURAL INTEGRITY AND SAFETY, SOUNDNESS, WORKMANSHIP, MATERIALS, USEFULNESS, CONFORMITY WITH BUILDING OR OTHER CODE REQUIREMENTS OR INDUSTRY STANDARDS OR COMPLIANCE WITH ANY LEGAL REQUIREMENTS. FURTHER, EACH OWNER AGREES TO INDEMNIFY, DEFEND, AND HOLD EACH INDEMNIFIED PARTY HARMLESS FROM ANY APPROVAL OF PLANS OF AN OWNER SUBMITTED UNDER THE GOVERNING DOCUMENTS OR THE CONSTRUCTION OF IMPROVEMENTS ON SUCH OWNER'S LOT.

Section 15.15. **Limitation of Liability.** Neither Declarant, the Association, the Architectural Control Committee, the Board nor any of their respective officers, directors, employees or agents shall be, individually or in combination, liable for Claims of: (a) any Owner or any other Person submitting Plans, proposed uses or variance for approval, by reason of mistake in judgment, negligence, gross negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any Plans, proposed use or variance submitted for approval; (b) an Owner, in connection with any design, engineering or construction defect associated with any Improvement or building constructed on the Property; (c) an Owner, in connection with the breach or violation of any provision of the Governing Documents by an Owner including the restrictive covenants in the Governing Documents covering the use of such Owner's Lot; (d) an Owner, in connection with: (i) injury or damage to any Person or property caused by the elements or by such Owner or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from or over any portion of the Common Areas or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder; (ii) loss by damage, theft or otherwise of any property that may be stored in or upon any of the Common Areas; or (iii) damage or injury caused in whole or in part by the failure of the Association or any officer, director, employee or agent of the Association to discharge its or their responsibilities under this Declaration (collectively, "Common Area Damage"); or (e) any Claim for breach of representation or warranty, express or implied, by an Owner or any other Person in connection with any portion of the Property, its physical condition, the Legal Requirements, fitness for intended use, or in connection with the development, sale, operation, maintenance, taxes or regulation thereof ("Breach of Representation or Warranty"), unless and except specifically set forth in writing and executed by the Person against whom the Claim is asserted. No Designee of Declarant, the Association, the Architectural Control Committee or the Board shall be liable to any Owner or any of its Designees, for any Claims, except as otherwise expressly set forth in the Governing Documents and such Designee shall be indemnified in accordance with the provisions of the Governing Documents.

THE OWNERS, BY ACCEPTANCE OF A DEED TO THEIR RESPECTIVE LOTS, RELEASE AND FOREVER DISCHARGE DECLARANT, THE ASSOCIATION, THE BOARD AND THE ARCHITECTURAL CONTROL COMMITTEE, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM ALL CLAIMS IN CONNECTION WITH (A) ANY DESIGN, ENGINEERING OR CONSTRUCTION DEFECT ASSOCIATED WITH ANY IMPROVEMENT CONSTRUCTED ON THE PROPERTY; (B) THE BREACH OF ANY PROVISION OF THE GOVERNING DOCUMENTS BY AN OWNER, INCLUDING THE RESTRICTIVE COVENANTS IN THIS DECLARATION COVERING THE USE OF SUCH OWNER'S LOT; (C) ANY BREACH OF REPRESENTATION OR WARRANTY; OR (D) COMMON AREA DAMAGE.

EACH OWNER BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF A LOT HEREBY ACKNOWLEDGES THE PROPERTY IS IN THE VICINITY OF AND INCLUDES ACREAGE USED FOR EXPLORING FOR, DRILLING, PRODUCING AND TRANSPORTING (COLLECTIVELY, THE "DRILLING ACTIVITIES") OIL, GAS AND OTHER MINERALS (THE "MINERALS"). BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER HEREBY ACKNOWLEDGES AND ACCEPTS THE CONSEQUENCES OF THAT PROXIMITY, INCLUDING THE ANNOYANCES RESULTING FROM THE NOISE, VIBRATION,

FUMES, DUST, LUBRICANTS, OTHER PARTICULATE MATTER, LIGHT AND INTERFERENCE WITH SLEEP AND LIVING ASSOCIATED WITH THE DRILLING ACTIVITIES. EACH OWNER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS THAT SUCH OWNER MAY HAVE RELATING TO THE DRILLING ACTIVITIES AGAINST DECLARANT, THE ASSOCIATION, THE BOARD AND EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND ANY AND ALL PERSONS AND ENTITIES (I) OWNING, LEASING, EXPLORING FOR, DEVELOPING, PRODUCING, OR TRANSPORTING THE MINERALS OR (II) OWNING, LEASING OR OPERATING PIPELINES, DRILLING FACILITIES, OR ANCILLARY OPERATIONS ON, UNDER OR IN THE VICINITY OF THE PROPERTY. OWNERS DO NOT OWN THE MINERALS ON, IN OR UNDER THE PROPERTY. THE MINERAL OWNER MAY LEASE, SELL, EXTRACT OR USE THE MINERALS IN, ON OR UNDER THE PROPERTY WITHOUT THE CONSENT OF ANY OWNER OTHER THAN DECLARANT, AS MAY BE APPLICABLE. DRILLING ACTIVITIES WILL NOT OCCUR ON ANY LOT OWNED BY AN OWNER OTHER THAN DECLARANT BUT MINERALS LOCATED UNDER LOTS OWNED BY OWNERS MAY BE EXTRACTED THROUGH DIRECTIONAL DRILLING AND SIMILAR TECHNIQUES.

Section 15.16. **Liability of Owners for Damage.** Each Owner shall be liable to the Association, for any damage to the Common Areas or for any expense or liability incurred by the Association that may be sustained by reason of any act or omission of such Owner or its Occupants or its Designees, and for any violation by such Owner or its Occupants or its Designees, of the Governing Documents. The Association shall have the power to levy and collect an Individual Assessment against an Owner to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of the Governing Documents, including interest and reasonable attorneys' fees, or for any increase in insurance premiums directly attributable to any such damage or violation.

Section 15.17. **Reimbursement of Expenses.** Except as otherwise expressly stated in this Declaration or the other Governing Documents, whenever a sum is due and payable by an Owner to the Association, Architectural Control Committee or Declarant, such sum shall be paid within 30 days of an Owner's receipt of notice of such payment. If an Owner fails to make such payment within such 30 day time period, such outstanding amount shall accrue interest at the Past Due Rate. Additionally, such outstanding payment is subject to the rights of the Association contained in Section 6.4 of this Declaration.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration on the day and year first above written.

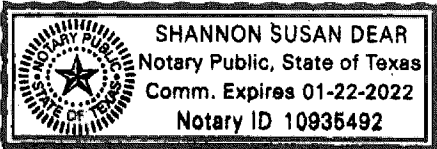
DECLARANT:

PECAN SQUARE PHASE 1, LLC,
a Texas limited liability company

By: [Signature]
Printed Name: Fred Balda
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 22 day of April, 2019, by Fred Balda, President of PECAN SQUARE PHASE 1, LLC, a Texas limited liability company, behalf of said limited liability company.

(SEAL) 

[Signature]
Notary Public Signature

List of Exhibits:

- Exhibit A – Legal Description of the Property
- Exhibit B – CBFF Schedule – Lot Type Designations

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Phase 1A

BEING a tract of land situated in the A. McDonald Survey, Abstract No. 785, Town of Northlake, Denton County, Texas, and being all of a called 19.603 acre tract of land described in a deed to Pecan Square Phase 1, LLC, according to the document filed of record in Instrument No. 2018-72424 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being a portion of a called 182.295 acre tract of land described as Tract 1 in a deed to Pecan Square Phase 1, LLC, filed of record in Instrument No. 2017-135806 (O.R.D.C.T.), and being all of a called 1.392 acre tract of land described in a deed to Pecan Square Phase 1, LLC, according to the document filed of record in Instrument No. 2018-72424 (O.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of a tract of land described as Tract 2 in deed to HP Gibbs, LP, according to the document filed of record in Instrument No. 2017-134732 (O.R.D.C.T.), said iron being on the south line of F.M. 407, an 80' right-of-way, from which a 1/2 inch iron rod found bears North 05°15'43" West, 3.43 feet;

THENCE South 89°55'00" West, with the common line of said Tract 2 and F.M. 407, passing at a distance of 493.30 feet the east line of the above mentioned Tract 1, continuing with the common north line of said Tract 1 and the south line of F.M. 407, for a total distance of 553.83 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the **POINT OF BEGINNING** of the herein described tract:

THENCE leaving said common line, over and across said Tract 1, the following seven (7) courses and distances:

South 0°22'07" East, a distance of 132.87 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 75.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the left having a central angle of 24°13'00", a radius of 236.00 feet, a chord bearing and distance of South 12°28'38" East, 99.01 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 99.75 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a reverse curve to the right having a central angle of 24°13'00", a radius of 264.00 feet, a chord bearing and distance of South 12°28'38" East, 110.75 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 111.58 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 658.16 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, passing at a distance of 13.66 feet a 5/8 inch iron rod with plastic cap stamped "KHA" found on the east line of the above mentioned Tract 1, said iron being the northwest corner of the above mentioned 1.392 acre tract, continuing with the north line of said 1.392 acre tract for a total

distance of 171.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northeast corner of said 1.392 acre tract and a corner of this tract;

THENCE with the east line of said 1.392 acre tract, the following seven (7) courses and distances:

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

South 89°37'53" West, a distance of 22.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

South 00°22'07" East, a distance of 236.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

North 89°37'53" East, a distance of 22.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

South 89°37'53" West, a distance of 22.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

South 00°22'07" East, passing at a distance of 83.67 feet a 5/8 inch iron rod with plastic cap stamped "KHA" found for a point on the east line of the above mentioned Tract 1, said iron being the southeast corner of the above mentioned 1.392 acre tract, continuing over and across said Tract 2 for a total distance of 236.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

THENCE continuing over and across said Tract 2, the following sixty-three (63) courses and distances:

North 89°37'53" East, a distance of 22.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 171.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 561.28 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 213.58 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the left having a central angle of 13°23'40", a radius of 273.00 feet, a chord bearing and distance of North 82°56'03" East, 63.68 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 63.82 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 13°45'47" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the right having a central angle of 03°31'21", a radius of 327.00 feet, a chord bearing and distance of South 77°59'53" West, 20.10 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 20.10 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 08°39'49" East, a distance of 4.13 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the right having a central angle of 08°17'41", a radius of 309.00 feet, a chord bearing and distance of South 04°30'58" East, 44.70 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 44.73 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 436.89 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 110.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 44°37'53" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 4.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 4.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 30.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 4.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 4.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 45°22'07" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 110.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 134.56 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the right having a central angle of 17°45'16", a radius of 409.00 feet, a chord bearing and distance of South 08°30'31" West, 126.23 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 126.74 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 270.09 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 104.08 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 42°23'15" East, a distance of 22.29 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the right having a central angle of 04°12'29", a radius of 327.00 feet, a chord bearing and distance of South 80°59'16" East, 24.01 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 24.02 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 11°06'59" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the left having a central angle of 02°45'58", a radius of 273.00 feet, a chord bearing and distance of North 80°16'00" West, 13.18 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 13.18 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 48°12'13" West, a distance of 19.85 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 14.77 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 16.06 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 45°22'07" West, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 49.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 12.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 12.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 45°22'07" West, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 11.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 11.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 44°37'53" East, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 103.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 285.40 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 23.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 23.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, passing at a distance of 241.96 feet a 5/8 inch iron rod with plastic cap stamped "KHA" found on the west line of the above mentioned Tract 2, same being the most easterly southeast corner of the above mentioned 19.603 acre tract, continuing with the south line of said 19.603 acre tract for a total distance of 279.12 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

THENCE continuing with the south, west, and north lines of said 19.603 acre tract, the following twenty-three (23) courses and distances:

South 00°22'07" East, a distance of 75.33 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

South 89°37'53" West, a distance of 724.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

North 00°22'07" West, a distance of 118.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

South 89°37'53" West, a distance of 108.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

South 00°22'07" East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

South 89°37'53" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

North 00°22'07" West, a distance of 207.98 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract at the beginning of a tangent curve to the right having a central angle of 18°22'05", a radius of 277.00 feet, a chord bearing and distance of North 8°48'55" East, 88.42 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 88.80 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

North 17°59'58" East, a distance of 38.97 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract at the beginning of a tangent curve to the right having a central angle of 97°28'26", a radius of 50.00 feet, a chord bearing and distance of North 66°44'11" East, 75.17 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 85.06 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

North 89°37'53" East, a distance of 21.36 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

North 00°22'07" West, a distance of 120.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

North 89°37'53" East, a distance of 435.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

North 00°22'07" West, a distance of 452.86 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract at the beginning of a tangent curve to the left having a central angle of 33°19'44", a radius of 273.00 feet, a chord bearing and distance of North 17°01'59" West, 156.57 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 158.80 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract at the beginning of a non-tangent curve to the right having a central angle of 66°19'14", a radius of 50.00 feet, a chord bearing and distance of North 28°15'19" West, 54.70 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 57.88 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

North 39°55'23" West, a distance of 136.45 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

North 55°01'16" East, a distance of 77.82 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

North 67°23'18" East, a distance of 77.60 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

North 75°51'14" East, a distance of 77.13 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

North 85°55'17" East, a distance of 76.87 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

North 89°37'53" East, passing at a distance of 251.05 feet a 5/8 inch iron rod with plastic cap stamped "KHA" found for a point on the west line of the above mentioned Tract 1, said iron being the northeast corner of the above mentioned 19.603 acre tract, continuing over and across said Tract 1 for a total distance of 669.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

THENCE continuing over and across said Tract 1, the following eighteen (18) courses and distances:

North 00°22'07" West, a distance of 183.28 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 22.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 22.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 236.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 22.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 22.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 236.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 22.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 171.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 44°37'53" East, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 658.16 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the right having a central angle of 24°13'00", a radius of 264.00 feet, a chord bearing and distance of North 11°44'23" East, 110.75 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 111.58 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a reverse curve to the left having a central angle of 24°13'00", a radius of 236.00 feet, a chord bearing and distance of North 11°44'23" East, 99.01 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 99.75 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 75.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 0°22'07" West, a distance of 134.07 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract on the north line of said Tract 2, same being common with the south line of said F.M. 407;

THENCE North 89°55'00" East, with said common line, a distance of 242.00 feet to the **POINT OF BEGINNING** and containing 64.486 acres (2,809,010 square feet) of land, more or less.

Phase 1B

BEING a tract of land situated in the A. McDonald Survey, Abstract No. 785, and the F.W. Thornton Survey, Abstract No. 1244, Town of Northlake, Denton County, Texas and being a portion of a tract of land described as Tract 1 in a deed to Pecan Square Phase 1, LLC, filed of record in Instrument No. 2017-135086 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said Tract 2 same being common with the south line of F.M. 407, from which a 1/2 inch iron rod found bears North 05°15'43" West, 3.43 feet;

THENCE South 00°17'33" East, leaving said south line and with the east line of said Tract 2, passing at a distance of 1436.83 feet the north line of the above mentioned Tract 1, continuing over and across said Tract 1 for a total distance of 1470.37 feet to a point on the north line of this tract;

THENCE continuing over and across said Tract 1, the following fifty-five (55) courses and distances:

North 89°37'53" East, a distance of 275.28 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the **POINT OF BEGINNING** of the herein described tract:

South 00°22'07" East, a distance of 118.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 2.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 108.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 312.76 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 118.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 16.84 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 344.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 108.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 226.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 226.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 30.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 63.35 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 229.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 36°13'20" East, a distance of 20.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the left having a central angle of 56°14'46", a radius of 50.18 feet, a chord bearing and distance of South 25°36'07" West, 47.30 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 49.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 57.68 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the right having a central angle of 20°18'56", a radius of 273.00 feet, a chord bearing and distance of South 09°47'21" West, 96.29 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 96.80 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a reverse curve to the left having a central angle of 15°20'43", a radius of 327.00 feet, a chord bearing and distance of South 12°16'28" West, 87.32 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 87.58 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a compound curve to the left having a central angle of 43°33'19", a radius of 50.00 feet, a chord bearing and distance of South 17°10'33" East, 37.10 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 38.01 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 51°02'47" West, a distance of 20.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 114.34 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 108.82 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the left having a central angle of 100°22'11", a radius of 50.00 feet, a chord bearing and distance of South 49°48'58" West, 76.81 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 87.59 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 244.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the left having a central angle of 54°08'48", a radius of 50.00 feet, a chord bearing and distance of South 27°26'31" East, 45.51 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 47.25 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 35°29'05" West, a distance of 20.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 268.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, passing at a distance of 406.63 feet the west line of said Tract 1, same being common with the east line of said Tract 2, continuing with the same bearing for a total distance of 568.79 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the right having a central angle of 20°47'58", a radius of 927.00 feet, a chord bearing and distance of North 79°58'08" West, 334.67 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 336.52 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the left having a central angle of 15°38'33", a radius of 300.68 feet, a chord bearing and distance of North 74°33'43" West, 81.83 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 82.09 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 48°00'08" West, a distance of 13.38 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 19.72 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 21.06 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 45°22'07" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 18.96 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract on the south line of the above mentioned Tract 2;

THENCE North 00°05'42" West, with the south line of said Tract 2, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

THENCE leaving said south line, over and across said Tract 2, the following fifty (50) courses and distances:

North 89°37'53" East, over and across said Tract 2, a distance of 18.70 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 44°37'53" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 803.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 14.77 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 48°12'13" East, a distance of 19.85 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the right having a central angle of 02°45'58", a radius of 273.00 feet, a chord bearing and distance of South 80°16'00" East, 13.18 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 13.18 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 11°06'59" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the left having a central angle of 04°12'29", a radius of 327.00 feet, a chord bearing and distance of North 80°59'16" West, 24.01 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 24.02 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 42°23'15" West, a distance of 22.29 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 104.08 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 270.09 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the left having a central angle of 17°45'16", a radius of 409.00 feet, a chord bearing and distance of North 08°30'31" East, 126.23 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 126.74 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 134.56 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 110.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 4.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 4.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 44°37'53" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 45°22'07" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 30.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 44°37'53" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $00^{\circ}22'07''$ West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South $89^{\circ}37'53''$ West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $45^{\circ}22'07''$ West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $00^{\circ}22'07''$ West, a distance of 4.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South $89^{\circ}37'53''$ West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South $00^{\circ}22'07''$ East, a distance of 4.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South $44^{\circ}37'53''$ West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South $89^{\circ}37'53''$ West, a distance of 110.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $00^{\circ}22'07''$ West, a distance of 436.89 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the left having a central angle of $08^{\circ}17'41''$, a radius of 309.00 feet, a chord bearing and distance of North $04^{\circ}30'58''$ West, 44.70 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 44.73 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $08^{\circ}39'49''$ West, a distance of 4.13 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the left having a central angle of $03^{\circ}31'21''$, a radius of 327.00 feet, a chord bearing and distance of North $77^{\circ}59'53''$ East, 20.10 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 20.10 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $13^{\circ}45'47''$ West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the left having a central angle of $13^{\circ}34'56''$, a radius of 273.00 feet, a chord bearing and distance of North $69^{\circ}26'45''$ East, 64.56 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 64.72 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a reverse curve to the right having a central angle of $24^{\circ}56'35''$, a radius of 327.00 feet, a chord bearing and distance of North $75^{\circ}07'35''$ East, 141.23 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 142.36 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 44°03'29" East, a distance of 14.29 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 506.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 45°22'07" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 303.15 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 22.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 118.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, passing at a distance of 418.87 feet the east line of said Tract 2, same being common with the west line of said Tract 1, continuing with the same bearing for a total distance of 694.15 feet to the **POINT OF BEGINNING** and containing 55.846 acres (2,432,672 square feet) of land, more or less.

Phase 1C

BEING a tract of land situated in the F.W. Thornton Survey, Abstract No. 1244, Town of Northlake, Denton County, Texas and being a portion of a tract of land described as Tract 1 in a deed to Pecan Square Phase 1, LLC, filed of record in Instrument No. 2017-135086 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of a tract of land described as Tract 2 in a deed to H.P. Gibbs, LP, filed of record in said Instrument No. 2017-134732 (O.R.D.C.T.), same also being common with the south line of F.M. 407, from which a 1/2 inch iron rod found bears North 05°15'43" West, 3.43 feet;

THENCE South 00°17'33" East, leaving said south line and with said east line, passing at a distance of 1436.83 feet the north line of the above mentioned Tract 1, continuing over and across said Tract 1 for a total distance of 1470.37 feet to a point;

THENCE continuing over and across said Tract 1, the following eighty-nine (89) courses and distances:

North 89°37'53" East, a distance of 275.28 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the **POINT OF BEGINNING** of the herein described tract:

North 89°37'53" East, a distance of 513.18 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South $21^{\circ}40'13''$ East, a distance of 70.90 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South $00^{\circ}22'07''$ East, a distance of 51.95 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $89^{\circ}37'53''$ East, a distance of 6.62 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the left having a central angle of $16^{\circ}26'37''$, a radius of 326.00 feet, a chord bearing and distance of North $81^{\circ}24'34''$ East, 93.24 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 93.56 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South $16^{\circ}48'44''$ East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the right having a central angle of $08^{\circ}15'26''$, a radius of 380.00 feet, a chord bearing and distance of South $77^{\circ}18'59''$ West, 54.72 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 54.76 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South $08^{\circ}33'18''$ East, a distance of 120.98 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $77^{\circ}52'02''$ East, a distance of 36.63 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South $00^{\circ}22'07''$ East, a distance of 127.60 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $89^{\circ}37'53''$ East, a distance of 119.69 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $44^{\circ}37'53''$ East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $00^{\circ}22'07''$ West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $89^{\circ}37'53''$ East, a distance of 64.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South $00^{\circ}22'07''$ East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South $45^{\circ}22'07''$ East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $89^{\circ}37'53''$ East, a distance of 6.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 6.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 816.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 6.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 6.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 30.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 6.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 6.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 1341.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 6.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 6.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 64.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 45°22'07" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 645.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 268.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 35°29'05" East, a distance of 20.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the right having a central angle of 54°08'48", a radius of 50.00 feet, a chord bearing and distance of North 27°26'31" West, 45.51 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 47.25 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 244.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the right having a central angle of 100°22'11", a radius of 50.00 feet, a chord bearing and distance of North 49°48'58" East, 76.81 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 87.59 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 108.82 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 114.34 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a

corner of this tract;

North $51^{\circ}02'47''$ East, a distance of 20.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the right having a central angle of $43^{\circ}33'19''$, a radius of 50.00 feet, a chord bearing and distance of North $17^{\circ}10'33''$ West, 37.10 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 38.01 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a compound curve to the right having a central angle of $15^{\circ}20'43''$, a radius of 327.00 feet, a chord bearing and distance of North $12^{\circ}16'28''$ East, 87.32 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 87.58 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a reverse curve to the left having a central angle of $20^{\circ}18'56''$, a radius of 273.00 feet, a chord bearing and distance of North $09^{\circ}47'21''$ East, 96.29 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 96.80 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $00^{\circ}22'07''$ West, a distance of 57.68 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the right having a central angle of $56^{\circ}15'17''$, a radius of 50.17 feet, a chord bearing and distance of North $25^{\circ}36'07''$ East, 47.30 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 49.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $36^{\circ}13'20''$ West, a distance of 20.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $00^{\circ}22'07''$ West, a distance of 229.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South $89^{\circ}37'53''$ West, a distance of 63.35 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $00^{\circ}22'07''$ West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South $89^{\circ}37'53''$ West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $45^{\circ}22'07''$ West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $00^{\circ}22'07''$ West, a distance of 30.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $44^{\circ}37'53''$ East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North $89^{\circ}37'53''$ East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a

corner of this tract;

North 00°22'07" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 45°22'07" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 226.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 44°37'53" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 45°22'07" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 226.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 44°37'53" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 108.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 344.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 16.84 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 118.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 312.76 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 108.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a

corner of this tract;

North 44°37'53" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 2.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 118.00 feet to the **POINT OF BEGINNING** and containing 40.876 acres (1,780,560 square feet) of land, more or less.

Phase 1D

WHEREAS PECAN SQUARE PHASE 1, LLC, is the owner of a tract of land situated in the A. McDonald Survey, Abstract No. 785, Town of Northlake, Denton County, Texas, and being a portion of a called 182.295 acre tract of land described as Tract 1 in a deed to Pecan Square Phase 1, LLC, according to the document filed of record in Instrument No. 2017-135086 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for a point on the south line of F.M. 407, said iron being the northeast corner of a called 174.821 acre tract of land described as Tract 2 in a deed to H.P. Gibbs, LP, according to the document filed of record in Instrument No. 2017-134732 (O.R.D.C.T.), same also being the common northwest corner of a called 460.677 acre tract of land described as Tract 1 in a deed to H.P. Gibbs, LP, according to document filed of record in Instrument No. 2017-134732 (O.R.D.C.T.), from which a 1/2 inch iron rod found for reference bears North 05°15'43" West, 3.43 feet;

THENCE South 00°17'33" East, leaving said south line, with the east line of said 174.821 acre tract and the common west line of said 460.677 acre tract, a distance of 1436.83 feet to a point on the north line of the above mentioned 182.295 acre tract, from which a 5/8 inch iron rod with plastic cap stamped "KHA" set for an "ell" corner of said 182.295 acre tract bears South 89°44'24" West, 556.05 feet;

THENCE South 89°44'24" West, with the north line of said 182.295 acre tract, a distance of 93.35 feet to a point;

THENCE leaving said north line, over and across said 182.295 acre tract, the following eleven (11) courses and distances:

South 00°15'36" East, a distance of 205.72 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the **POINT OF BEGINNING** of the herein described tract:

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 506.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°03'29" West, a distance of 14.29 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 24°56'35", a radius of 327.00 feet, and a chord bearing and distance of South 75°07'35" West, 141.23 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 142.36 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right having a central angle of 26°58'36", a radius of 273.00 feet, and a chord bearing and distance of South 76°08'35" West, 127.35 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 128.54 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 213.58 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 45°22'07" West, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 561.28 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 44°37'53" East, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 474.15 feet to the **POINT OF BEGINNING** and containing 6.560 acres (285,758 square feet) of land, more or less.

EXHIBIT B

CBFF SCHEDULE- LOT TYPE DESIGNATIONS

Lot	Block	Combined	Plat	Lot Type
21	1A	921 EAST MARKET SQUARE	1A	TYPE 1
02	1A	2629 COBBLER STREET	1A	TYPE 1
02	1B	2709 SOUTH MARKET SQUARE	1A	TYPE 1
22	1A	917 EAST MARKET SQUARE	1A	TYPE 1
23	1A	913 EAST MARKET SQUARE	1A	TYPE 1
24	1A	909 EAST MARKET SQUARE	1A	TYPE 1
25	1A	905 EAST MARKET SQUARE	1A	TYPE 1
26	1A	901 EAST MARKET SQUARE	1A	TYPE 1
27	1A	2700 NORTH MARKET SQUARE	1A	TYPE 1
28	1A	2704 NORTH MARKET SQUARE	1A	TYPE 1
29	1A	2708 NORTH MARKET SQUARE	1A	TYPE 1
03	1A	2625 COBBLER STREET	1A	TYPE 1
03	1B	2705 SOUTH MARKET SQUARE	1A	TYPE 1
04	1A	2621 COBBLER STREET	1A	TYPE 1
04	1B	2701 SOUTH MARKET SQUARE	1A	TYPE 1
05	1A	2617 COBBLER STREET	1A	TYPE 1
05	1B	1009 EAST MARKET SQUARE	1A	TYPE 1
06	1A	2613 COBBLER STREET	1A	TYPE 1
06	1B	1005 EAST MARKET SQUARE	1A	TYPE 1
07	1A	2609 COBBLER STREET	1A	TYPE 1
07	1B	1001 EAST MARKET SQUARE	1A	TYPE 1
10	1A	812 PEARL PLACE	1B	TYPE 1
10	1CC	2513 ELM PLACE	1B	TYPE 1
10	1Z	2513 STELLA LANE	1B	TYPE 1
11	1A	816 PEARL PLACE	1B	TYPE 1
11	1CC	2509 ELM PLACE	1B	TYPE 1

11	1X	2500 STELLA LANE	1B	TYPE 1
11	1Z	2509 STELLA LANE	1B	TYPE 1
01	1CC	2549 ELM PLACE	1B	TYPE 1
01	1Z	2549 STELLA LANE	1B	TYPE 1
12	1A	820 PEARL PLACE	1B	TYPE 1
12	1CC	2505 ELM PLACE	1B	TYPE 1
12	1X	2504 STELLA LANE	1B	TYPE 1
12	1Z	2505 STELLA LANE	1B	TYPE 1
13	1A	900 PEARL PLACE	1B	TYPE 1
13	1CC	2501 ELM PLACE	1B	TYPE 1
13	1X	2508 STELLA LANE	1B	TYPE 1
13	1Z	2501 STELLA LANE	1B	TYPE 1
14	1A	904 PEARL PLACE	1B	TYPE 1
14	1X	2512 STELLA LANE	1B	TYPE 1
14	1Z	2500 ELM PLACE	1B	TYPE 1
15	1A	908 PEARL PLACE	1B	TYPE 1
15	1X	2516 STELLA LANE	1B	TYPE 1
15	1Z	2504 ELM PLACE	1B	TYPE 1
16	1A	912 PEARL PLACE	1B	TYPE 1
16	1X	2520 STELLA LANE	1B	TYPE 1
16	1Z	2508 ELM PLACE	1B	TYPE 1
17	1A	916 PEARL PLACE	1B	TYPE 1
17	1X	2524 STELLA LANE	1B	TYPE 1
17	1Z	2512 ELM PLACE	1B	TYPE 1
18	1A	920 PEARL PLACE	1B	TYPE 1
18	1X	2528 STELLA LANE	1B	TYPE 1
18	1Z	2516 ELM PLACE	1B	TYPE 1
19	1X	2532 STELLA LANE	1B	TYPE 1
19	1Z	2520 ELM PLACE	1B	TYPE 1
20	1X	2536 STELLA LANE	1B	TYPE 1
20	1Z	2524 ELM PLACE	1B	TYPE 1
21	1X	2540 STELLA LANE	1B	TYPE 1
21	1Z	2528 ELM PLACE	1B	TYPE 1
02	1CC	2545 ELM PLACE	1B	TYPE 1
02	1Z	2545 STELLA LANE	1B	TYPE 1
22	1X	2544 STELLA LANE	1B	TYPE 1
22	1Z	2532 ELM PLACE	1B	TYPE 1
23	1X	2548 STELLA LANE	1B	TYPE 1
23	1Z	2536 ELM PLACE	1B	TYPE 1
24	1Z	2540 ELM PLACE	1B	TYPE 1
25	1Z	2544 ELM PLACE	1B	TYPE 1

26	1Z	2548 ELM PLACE	1B	TYPE 1
03	1CC	2541 ELM PLACE	1B	TYPE 1
03	1Z	2541 STELLA LANE	1B	TYPE 1
04	1CC	2537 ELM PLACE	1B	TYPE 1
04	1Z	2537 STELLA LANE	1B	TYPE 1
05	1CC	2533 ELM PLACE	1B	TYPE 1
05	1Z	2533 STELLA LANE	1B	TYPE 1
06	1CC	2529 ELM PLACE	1B	TYPE 1
06	1Z	2529 STELLA LANE	1B	TYPE 1
07	1CC	2525 ELM PLACE	1B	TYPE 1
07	1Z	2525 STELLA LANE	1B	TYPE 1
08	1A	800 PEARL PLACE	1B	TYPE 1
08	1CC	2521 ELM PLACE	1B	TYPE 1
08	1Z	2521 STELLA LANE	1B	TYPE 1
09	1A	808 PEARL PLACE	1B	TYPE 1
09	1CC	2517 ELM PLACE	1B	TYPE 1
09	1Z	2517 STELLA LANE	1B	TYPE 1
10	1DD	2405 ELM PLACE	1C	TYPE 1
11	1DD	2401 ELM PLACE	1C	TYPE 1
01	1DD	2445 ELM PLACE	1C	TYPE 1
12	1AA	2400 ELM PLACE	1C	TYPE 1
13	1AA	2404 ELM PLACE	1C	TYPE 1
14	1AA	2408 ELM PLACE	1C	TYPE 1
15	1AA	2412 ELM PLACE	1C	TYPE 1
16	1AA	2416 ELM PLACE	1C	TYPE 1
17	1AA	2420 ELM PLACE	1C	TYPE 1
18	1AA	2424 ELM PLACE	1C	TYPE 1
19	1AA	2428 ELM PLACE	1C	TYPE 1
20	1AA	2432 ELM PLACE	1C	TYPE 1
21	1AA	2436 ELM PLACE	1C	TYPE 1
02	1DD	2437 ELM PLACE	1C	TYPE 1
22	1AA	2440 ELM PLACE	1C	TYPE 1
23	1AA	2444 ELM PLACE	1C	TYPE 1
24	1AA	2448 ELM PLACE	1C	TYPE 1
25	1AA	2452 ELM PLACE	1C	TYPE 1
03	1DD	2433 ELM PLACE	1C	TYPE 1
04	1DD	2429 ELM PLACE	1C	TYPE 1
05	1DD	2425 ELM PLACE	1C	TYPE 1
06	1DD	2421 ELM PLACE	1C	TYPE 1
07	1DD	2417 ELM PLACE	1C	TYPE 1
08	1DD	2413 ELM PLACE	1C	TYPE 1

09	1DD	2409 ELM PLACE	1C	TYPE 1
10	1S	716 SWIFT STREET	1B	TYPE 2
10	1X	2501 COBBLER STREET	1B	TYPE 2
11	1S	713 ARDEN LANE	1B	TYPE 2
01	1R	2516 LAZY DOG LANE	1B	TYPE 2
01	1S	600 SWIFT STREET	1B	TYPE 2
01	1V	701 MIDWAY LANE	1B	TYPE 2
01	1X	2537 COBBLER STREET	1B	TYPE 2
12	1S	709 ARDEN LANE	1B	TYPE 2
13	1S	705 ARDEN LANE	1B	TYPE 2
14	1S	701 ARDEN LANE	1B	TYPE 2
15	1S	612 ARDEN LANE	1B	TYPE 2
16	1S	617 ARDEN LANE	1B	TYPE 2
17	1S	613 ARDEN LANE	1B	TYPE 2
18	1S	609 ARDEN LANE	1B	TYPE 2
19	1S	605 ARDEN LANE	1B	TYPE 2
20	1S	601 ARDEN LANE	1B	TYPE 2
21	1V	713 MIDWAY LANE	1B	TYPE 2
02	1R	2512 LAZY DOG LANE	1B	TYPE 2
02	1S	604 SWIFT STREET	1B	TYPE 2
02	1V	705 MIDWAY LANE	1B	TYPE 2
02	1X	2533 COBBLER STREET	1B	TYPE 2
22	1V	709 MIDWAY LANE	1B	TYPE 2
24	1T	2438 ROBIN WAY	1B	TYPE 2
25	1T	2442 ROBIN WAY	1B	TYPE 2
26	1T	2446 ROBIN WAY	1B	TYPE 2
27	1T	2450 ROBIN WAY	1B	TYPE 2
28	1T	2454 ROBIN WAY	1B	TYPE 2
29	1T	2458 ROBIN WAY	1B	TYPE 2
03	1R	2508 LAZY DOG LANE	1B	TYPE 2
03	1S	608 SWIFT STREET	1B	TYPE 2
03	1X	2529 COBBLER STREET	1B	TYPE 2
04	1J	2620 LAZY DOG LANE	1B	TYPE 2
04	1R	2504 LAZY DOG LANE	1B	TYPE 2
04	1S	612 SWIFT STREET	1B	TYPE 2
04	1X	2525 COBBLER STREET	1B	TYPE 2
05	1J	2616 LAZY DOG LANE	1B	TYPE 2
05	1R	2500 LAZY DOG LANE	1B	TYPE 2
05	1S	616 SWIFT STREET	1B	TYPE 2
05	1X	2521 COBBLER STREET	1B	TYPE 2
06	1J	2612 LAZY DOG LANE	1B	TYPE 2

06	1R	2456 LAZY DOG LANE	1B	TYPE 2
06	1S	700 SWIFT STREET	1B	TYPE 2
06	1X	2517 COBBLER STREET	1B	TYPE 2
07	1J	2608 LAZY DOG LANE	1B	TYPE 2
07	1S	704 SWIFT STREET	1B	TYPE 2
07	1X	2513 COBBLER STREET	1B	TYPE 2
08	1J	2604 LAZY DOG LANE	1B	TYPE 2
08	1S	708 SWIFT STREET	1B	TYPE 2
08	1X	2509 COBBLER STREET	1B	TYPE 2
09	1J	2600 LAZY DOG LANE	1B	TYPE 2
09	1S	712 SWIFT STREET	1B	TYPE 2
09	1X	2505 COBBLER STREET	1B	TYPE 2
10	1AA	2405 STELLA LANE	1C	TYPE 2
10	1R	2440 LAZY DOG LANE	1C	TYPE 2
10	1T	2417 LAZY DOG LANE	1C	TYPE 2
10	1V	2405 ROBIN WAY	1C	TYPE 2
10	1Y	2405 COBBLER STREET	1C	TYPE 2
11	1AA	2401 STELLA LANE	1C	TYPE 2
11	1R	2436 LAZY DOG LANE	1C	TYPE 2
11	1T	2413 LAZY DOG LANE	1C	TYPE 2
11	1V	2401 ROBIN WAY	1C	TYPE 2
11	1Y	2401 COBBLER STREET	1C	TYPE 2
01	1AA	2441 STELLA LANE	1C	TYPE 2
01	1T	2453 LAZY DOG LANE	1C	TYPE 2
01	1Y	2441 COBBLER STREET	1C	TYPE 2
12	1R	2432 LAZY DOG LANE	1C	TYPE 2
12	1T	2409 LAZY DOG LANE	1C	TYPE 2
12	1V	2400 COBBLER STREET	1C	TYPE 2
12	1Y	2400 STELLA LANE	1C	TYPE 2
13	1R	2428 LAZY DOG LANE	1C	TYPE 2
13	1V	2404 COBBLER STREET	1C	TYPE 2
13	1Y	2404 STELLA LANE	1C	TYPE 2
14	1R	2424 LAZY DOG LANE	1C	TYPE 2
14	1V	2408 COBBLER STREET	1C	TYPE 2
14	1Y	2408 STELLA LANE	1C	TYPE 2
15	1R	2420 LAZY DOG LANE	1C	TYPE 2
15	1V	2412 COBBLER STREET	1C	TYPE 2
15	1Y	2412 STELLA LANE	1C	TYPE 2
16	1R	2416 LAZY DOG LANE	1C	TYPE 2
16	1V	2416 COBBLER STREET	1C	TYPE 2
16	1Y	2416 STELLA LANE	1C	TYPE 2

17	1T	2410 ROBIN WAY	1C	TYPE 2
17	1V	2420 COBBLER STREET	1C	TYPE 2
17	1Y	2420 STELLA LANE	1C	TYPE 2
18	1T	2414 ROBIN WAY	1C	TYPE 2
18	1V	2424 COBBLER STREET	1C	TYPE 2
18	1Y	2424 STELLA LANE	1C	TYPE 2
19	1T	2418 ROBIN WAY	1C	TYPE 2
19	1V	2428 COBBLER STREET	1C	TYPE 2
19	1Y	2428 STELLA LANE	1C	TYPE 2
20	1T	2422 ROBIN WAY	1C	TYPE 2
20	1V	2432 COBBLER STREET	1C	TYPE 2
20	1Y	2432 STELLA LANE	1C	TYPE 2
21	1T	2426 ROBIN WAY	1C	TYPE 2
21	1Y	2436 STELLA LANE	1C	TYPE 2
02	1AA	2437 STELLA LANE	1C	TYPE 2
02	1T	2449 LAZY DOG LANE	1C	TYPE 2
02	1Y	2437 COBBLER STREET	1C	TYPE 2
22	1T	2430 ROBIN WAY	1C	TYPE 2
22	1Y	2440 STELLA LANE	1C	TYPE 2
23	1T	2434 ROBIN WAY	1C	TYPE 2
03	1AA	2433 STELLA LANE	1C	TYPE 2
03	1T	2445 LAZY DOG LANE	1C	TYPE 2
03	1V	2433 ROBIN WAY	1C	TYPE 2
03	1Y	2433 COBBLER STREET	1C	TYPE 2
04	1AA	2429 STELLA LANE	1C	TYPE 2
04	1T	2441 LAZY DOG LANE	1C	TYPE 2
04	1V	2429 ROBIN WAY	1C	TYPE 2
04	1Y	2429 COBBLER STREET	1C	TYPE 2
05	1AA	2425 STELLA LANE	1C	TYPE 2
05	1T	2437 LAZY DOG LANE	1C	TYPE 2
05	1V	2425 ROBIN WAY	1C	TYPE 2
05	1Y	2425 COBBLER STREET	1C	TYPE 2
06	1AA	2421 STELLA LANE	1C	TYPE 2
06	1T	2433 LAZY DOG LANE	1C	TYPE 2
06	1V	2421 ROBIN WAY	1C	TYPE 2
06	1Y	2421 COBBLER STREET	1C	TYPE 2
07	1AA	2417 STELLA LANE	1C	TYPE 2
07	1R	2452 LAZY DOG LANE	1C	TYPE 2
07	1T	2429 LAZY DOG LANE	1C	TYPE 2
07	1V	2417 ROBIN WAY	1C	TYPE 2
07	1Y	2417 COBBLER STREET	1C	TYPE 2

08	1AA	2413 STELLA LANE	1C	TYPE 2
08	1R	2448 LAZY DOG LANE	1C	TYPE 2
08	1T	2425 LAZY DOG LANE	1C	TYPE 2
08	1V	2413 ROBIN WAY	1C	TYPE 2
08	1Y	2413 COBBLER STREET	1C	TYPE 2
09	1AA	2409 STELLA LANE	1C	TYPE 2
09	1R	2444 LAZY DOG LANE	1C	TYPE 2
09	1T	2421 LAZY DOG LANE	1C	TYPE 2
09	1V	2409 ROBIN WAY	1C	TYPE 2
09	1Y	2409 COBBLER STREET	1C	TYPE 2
10	A	2612 WOODHILL WAY	1D	TYPE 2
11	A	2608 WOODHILL WAY	1D	TYPE 2
12	A	2604 WOODHILL WAY	1D	TYPE 2
13	A	2600 WOODHILL WAY	1D	TYPE 2
01	A	2613 LAZY DOG LANE	1D	TYPE 2
02	A	2617 LAZY DOG LANE	1D	TYPE 2
03	A	2621 LAZY DOG LANE	1D	TYPE 2
04	B	2621 WOODHILL WAY	1D	TYPE 2
05	B	2617 WOODHILL WAY	1D	TYPE 2
06	B	2613 WOODHILL WAY	1D	TYPE 2
07	B	2609 WOODHILL WAY	1D	TYPE 2
08	A	2620 WOODHILL WAY	1D	TYPE 2
08	B	2605 WOODHILL WAY	1D	TYPE 2
09	A	6216 WOODHILL WAY	1D	TYPE 2
09	B	2601 WOODHILL WAY	1D	TYPE 2
10	1E	719 BLUEBERRY WAY	1A	TYPE 3
10	1G	2812 WOODHILL WAY	1A	TYPE 3
10	1L	717 OVERLAND COURT	1A	TYPE 3
10	1M	3017 PEEKABOO LANE	1A	TYPE 3
10	1N	3017 SUNDIAL LANE	1A	TYPE 3
11	1E	715 BLUEBERRY WAY	1A	TYPE 3
11	1G	2816 WOODHILL WAY	1A	TYPE 3
11	1L	713 OVERLAND COURT	1A	TYPE 3
11	1M	3021 PEEKABOO LANE	1A	TYPE 3
11	1N	3021 SUNDIAL LANE	1A	TYPE 3
01	1D	1001 BLUEBERRY WAY	1A	TYPE 3
01	1F	721 REDBRICK LANE	1A	TYPE 3
01	1L	2900 PEEKABOO LANE	1A	TYPE 3
01	1M	2901 PEEKABOO LANE	1A	TYPE 3
01	1N	2901 SUNDIAL LANE	1A	TYPE 3
01	1P	3000 PEEKABOO LANE	1A	TYPE 3

12	1E	711 BLUEBERRY WAY	1A	TYPE 3
12	1G	2820 WOODHILL WAY	1A	TYPE 3
12	1L	709 OVERLAND COURT	1A	TYPE 3
12	1M	1001 EVERLY DRIVE	1A	TYPE 3
13	1E	709 BLUEBERRY WAY	1A	TYPE 3
13	1G	2900 WOODHILL WAY	1A	TYPE 3
13	1L	2917 WOODHILL WAY	1A	TYPE 3
13	1M	1005 EVERLY DRIVE	1A	TYPE 3
14	1E	2815 WOODHILL WAY	1A	TYPE 3
14	1G	2904 WOODHILL WAY	1A	TYPE 3
14	1L	2907 WOODHILL WAY	1A	TYPE 3
14	1M	1009 EVERLY DRIVE	1A	TYPE 3
15	1E	2811 WOODHILL WAY	1A	TYPE 3
15	1G	2908 WOODHILL WAY	1A	TYPE 3
15	1L	2901 WOODHILL WAY	1A	TYPE 3
15	1M	3020 SUNDIAL LANE	1A	TYPE 3
16	1E	2807 WOODHILL WAY	1A	TYPE 3
16	1G	2912 WOODHILL WAY	1A	TYPE 3
16	1L	708 BLUEBERRY WAY	1A	TYPE 3
16	1M	3016 SUNDIAL LANE	1A	TYPE 3
17	1E	2803 WOODHILL WAY	1A	TYPE 3
17	1G	2916 WOODHILL WAY	1A	TYPE 3
17	1L	712 BLUEBERRY WAY	1A	TYPE 3
17	1M	3012 SUNDIAL LANE	1A	TYPE 3
18	1E	708 REDBRICK LANE	1A	TYPE 3
18	1G	2920 WOODHILL WAY	1A	TYPE 3
18	1L	716 BLUEBERRY WAY	1A	TYPE 3
18	1M	3008 SUNDIAL LANE	1A	TYPE 3
19	1E	712 REDBRICK LANE	1A	TYPE 3
19	1G	2924 WOODHILL WAY	1A	TYPE 3
19	1L	800 BLUEBERRY WAY	1A	TYPE 3
19	1M	3004 SUNDIAL LANE	1A	TYPE 3
20	1E	716 REDBRICK LANE	1A	TYPE 3
20	1L	804 BLUEBERRY WAY	1A	TYPE 3
20	1M	3000 SUNDIAL LANE	1A	TYPE 3
21	1E	720 REDBRICK LANE	1A	TYPE 3
21	1L	808 BLUEBERRY WAY	1A	TYPE 3
21	1M	2916 SUNDIAL LANE	1A	TYPE 3
02	1D	1005 BLUEBERRY WAY	1A	TYPE 3
02	1F	717 REDBRICK LANE	1A	TYPE 3
02	1L	2906 PEEKABOO LANE	1A	TYPE 3

02	1M	2905 PEEKABOO LANE	1A	TYPE 3
02	1N	2905 SUNDIAL LANE	1A	TYPE 3
02	1P	3004 PEEKABOO LANE	1A	TYPE 3
22	1L	900 BLUEBERRY WAY	1A	TYPE 3
22	1M	2912 SUNDIAL LANE	1A	TYPE 3
23	1L	904 BLUEBERRY WAY	1A	TYPE 3
23	1M	2908 SUNDIAL LANE	1A	TYPE 3
24	1L	908 BLUEBERRY WAY	1A	TYPE 3
24	1M	2904 SUNDIAL LANE	1A	TYPE 3
25	1M	2900 SUNDIAL LANE	1A	TYPE 3
03	1D	1009 BLUEBERRY WAY	1A	TYPE 3
03	1E	915 BLUEBERRY WAY	1A	TYPE 3
03	1F	713 REDBRICK LANE	1A	TYPE 3
03	1L	2912 PEEKABOO LANE	1A	TYPE 3
03	1M	2909 PEEKABOO LANE	1A	TYPE 3
03	1N	2909 SUNDIAL LANE	1A	TYPE 3
03	1P	3008 PEEKABOO LANE	1A	TYPE 3
04	1D	1013 BLUEBERRY WAY	1A	TYPE 3
04	1E	911 BLUEBERRY WAY	1A	TYPE 3
04	1F	709 REDBRICK LANE	1A	TYPE 3
04	1L	909 OVERLAND COURT	1A	TYPE 3
04	1M	2913 PEEKABOO LANE	1A	TYPE 3
04	1N	2913 SUNDIAL LANE	1A	TYPE 3
04	1P	3012 PEEKABOO LANE	1A	TYPE 3
05	1D	1101 BLUEBERRY WAY	1A	TYPE 3
05	1E	907 BLUEBERRY WAY	1A	TYPE 3
05	1F	705 REDBRICK LANE	1A	TYPE 3
05	1G	2750 WOODHILL WAY	1A	TYPE 3
05	1L	905 OVERLAND COURT	1A	TYPE 3
05	1M	2917 PEEKABOO LANE	1A	TYPE 3
05	1N	2917 SUNDIAL LANE	1A	TYPE 3
05	1P	3016 PEEKABOO LANE	1A	TYPE 3
06	1E	903 BLUEBERRY WAY	1A	TYPE 3
06	1F	701 REDBRICK LANE	1A	TYPE 3
06	1G	2754 WOODHILL WAY	1A	TYPE 3
06	1L	901 OVERLAND COURT	1A	TYPE 3
06	1M	3001 PEEKABOO LANE	1A	TYPE 3
06	1N	3001 SUNDIAL LANE	1A	TYPE 3
06	1P	3020 PEEKABOO LANE	1A	TYPE 3
07	1E	809 BLUEBERRY WAY	1A	TYPE 3
07	1G	2800 WOODHILL WAY	1A	TYPE 3

07	1L	809 OVERLAND COURT	1A	TYPE 3
07	1M	3005 PEEKABOO LANE	1A	TYPE 3
07	1N	3005 SUNDIAL LANE	1A	TYPE 3
07	1P	3024 PEEKABOO LANE	1A	TYPE 3
08	1E	805 BLUEBERRY WAY	1A	TYPE 3
08	1G	2804 WOODHILL WAY	1A	TYPE 3
08	1L	805 OVERLAND COURT	1A	TYPE 3
08	1M	3009 PEEKABOO LANE	1A	TYPE 3
08	1N	3009 SUNDIAL LANE	1A	TYPE 3
09	1E	801 BLUEBERRY WAY	1A	TYPE 3
09	1G	2808 WOODHILL WAY	1A	TYPE 3
09	1L	801 OVERLAND COURT	1A	TYPE 3
09	1M	3013 PEEKABOO LANE	1A	TYPE 3
09	1N	3013 SUNDIAL LANE	1A	TYPE 3
10	1F	712 NORTH PECAN PARKWAY	1A	TYPE 4
11	1F	800 NORTH PECAN PARKWAY	1A	TYPE 4
01	1G	600 NORTH PECAN PARKWAY	1A	TYPE 4
01	1H	508 NORTH PECAN PARKWAY	1A	TYPE 4
01	1I	400 NORTH PECAN PARKWAY	1A	TYPE 4
01	1J	501 NORTH PECAN PARKWAY	1A	TYPE 4
01	1K	401 NORTH PECAN PARKWAY	1A	TYPE 4
02	1G	604 NORTH PECAN PARKWAY	1A	TYPE 4
02	1H	504 NORTH PECAN PARKWAY	1A	TYPE 4
02	1I	404 NORTH PECAN PARKWAY	1A	TYPE 4
02	1J	505 NORTH PECAN PARKWAY	1A	TYPE 4
02	1K	405 NORTH PECAN PARKWAY	1A	TYPE 4
03	1G	608 NORTH PECAN PARKWAY	1A	TYPE 4
03	1H	500 NORTH PECAN PARKWAY	1A	TYPE 4
03	1I	408 NORTH PECAN PARKWAY	1A	TYPE 4
03	1J	509 NORTH PECAN PARKWAY	1A	TYPE 4
03	1K	409 NORTH PECAN	1A	TYPE 4

		PARKWAY		
04	1G	612 NORTH PECAN PARKWAY	1A	TYPE 4
07	1F	700 NORTH PECAN PARKWAY	1A	TYPE 4
08	1F	704 NORTH PECAN PARKWAY	1A	TYPE 4
09	1F	708 NORTH PECAN PARKWAY	1A	TYPE 4
01	B	709 NORTH PECAN PARKWAY	1D	TYPE 4
02	B	705 NORTH PECAN PARKWAY	1D	TYPE 4
03	B	701 NORTH PECAN PARKWAY	1D	TYPE 4
04	A	601 NORTH PECAN PARKWAY	1D	TYPE 4
05	A	605 NORTH PECAN PARKWAY	1D	TYPE 4
06	A	609 NORTH PECAN PARKWAY	1D	TYPE 4
07	A	613 NORTH PECAN PARKWAY	1D	TYPE 4
10	1B	1000 PEARL PLACE	1B	TYPE 5
10	1EE	2503 CANDLE LANE	1B	TYPE 5
10	1GG	2531 LITTLE WONDER LANE	1B	TYPE 5
10	1II	2525 COWBIRD WAY	1B	TYPE 5
10	1KK	2525 ATTICUS WAY	1B	TYPE 5
11	1B	1004 PEARL PLACE	1B	TYPE 5
11	1EE	2500 LITTLE WONDER LANE	1B	TYPE 5
11	1GG	2527 LITTLE WONDER LANE	1B	TYPE 5
11	1II	2521 COWBIRD WAY	1B	TYPE 5
11	1KK	2521 ATTICUS WAY	1B	TYPE 5
01	1EE	2539 CANDLE LANE	1B	TYPE 5
01	1GG	2621 LITTLE WONDER LANE	1B	TYPE 5
01	1II	2627 COWBIRD WAY	1B	TYPE 5
01	1KK	2629 ATTICUS WAY	1B	TYPE 5
12	1B	1008 PEARL PLACE	1B	TYPE 5
12	1EE	2504 LITTLE WONDER LANE	1B	TYPE 5
12	1GG	2523 LITTLE WONDER LANE	1B	TYPE 5
12	1II	2517 COWBIRD WAY	1B	TYPE 5

12	1KK	2517 ATTICUS WAY	1B	TYPE 5
13	1B	1012 PEARL PLACE	1B	TYPE 5
13	1EE	2508 LITTLE WONDER LANE	1B	TYPE 5
13	1GG	2519 LITTLE WONDER LANE	1B	TYPE 5
13	1II	2513 COWBIRD WAY	1B	TYPE 5
13	1KK	2513 ATTICUS WAY	1B	TYPE 5
14	1B	1100 PEARL PLACE	1B	TYPE 5
14	1CC	2500 CANDLE LANE	1B	TYPE 5
14	1EE	2512 LITTLE WONDER LANE	1B	TYPE 5
14	1GG	2515 LITTLE WONDER LANE	1B	TYPE 5
14	1II	2509 COWBIRD WAY	1B	TYPE 5
14	1KK	2509 ATTICUS WAY	1B	TYPE 5
15	1B	1104 PEARL PLACE	1B	TYPE 5
15	1CC	2504 CANDLE LANE	1B	TYPE 5
15	1EE	2516 LITTLE WONDER LANE	1B	TYPE 5
15	1GG	2511 LITTLE WONDER LANE	1B	TYPE 5
15	1II	2505 COWBIRD WAY	1B	TYPE 5
15	1KK	2505 ATTICUS WAY	1B	TYPE 5
16	1B	1108 PEARL PLACE	1B	TYPE 5
16	1CC	2508 CANDLE LANE	1B	TYPE 5
16	1EE	2520 LITTLE WONDER LANE	1B	TYPE 5
16	1GG	2507 LITTLE WONDER LANE	1B	TYPE 5
16	1II	2501 COWBIRD WAY	1B	TYPE 5
16	1KK	2500 JACK RABBIT WAY	1B	TYPE 5
17	1B	1112 PEARL PLACE	1B	TYPE 5
17	1CC	2512 CANDLE LANE	1B	TYPE 5
17	1EE	2524 LITTLE WONDER LANE	1B	TYPE 5
17	1GG	2506 COWBIRD WAY	1B	TYPE 5
17	1II	2500 ATTICUS WAY	1B	TYPE 5
17	1KK	2504 JACK RABBIT WAY	1B	TYPE 5
18	1B	2612 LITTLE WONDER LANE	1B	TYPE 5
18	1CC	2516 CANDLE LANE	1B	TYPE 5
18	1EE	2528 LITTLE WONDER LANE	1B	TYPE 5
18	1GG	2510 COWBIRD WAY	1B	TYPE 5

18	1II	2504 ATTICUS WAY	1B	TYPE 5
18	1KK	2508 JACK RABBIT WAY	1B	TYPE 5
19	1B	2616 LITTLE WONDER LANE	1B	TYPE 5
19	1CC	2520 CANDLE LANE	1B	TYPE 5
19	1EE	2532 LITTLE WONDER LANE	1B	TYPE 5
19	1GG	2514 COWBIRD WAY	1B	TYPE 5
19	1II	2508 ATTICUS WAY	1B	TYPE 5
19	1KK	2512 JACK RABBIT WAY	1B	TYPE 5
20	1B	2620 LITTLE WONDER LANE	1B	TYPE 5
20	1CC	2524 CANDLE LANE	1B	TYPE 5
20	1EE	2536 LITTLE WONDER LANE	1B	TYPE 5
20	1GG	2518 COWBIRD WAY	1B	TYPE 5
20	1II	2512 ATTICUS WAY	1B	TYPE 5
20	1KK	2516 JACK RABBIT WAY	1B	TYPE 5
21	1B	2624 LITTLE WONDER LANE	1B	TYPE 5
21	1CC	2528 CANDLE LANE	1B	TYPE 5
21	1GG	2522 COWBIRD WAY	1B	TYPE 5
21	1II	2516 ATTICUS WAY	1B	TYPE 5
21	1KK	2520 JACK RABBIT WAY	1B	TYPE 5
02	1EE	2535 CANDLE LANE	1B	TYPE 5
02	1GG	2617 LITTLE WONDER LANE	1B	TYPE 5
02	1II	2621 COWBIRD WAY	1B	TYPE 5
02	1KK	2625 ATTICUS WAY	1B	TYPE 5
22	1CC	2532 CANDLE LANE	1B	TYPE 5
22	1GG	2526 COWBIRD WAY	1B	TYPE 5
22	1II	2520 ATTICUS WAY	1B	TYPE 5
22	1KK	2524 JACK RABBIT WAY	1B	TYPE 5
23	1CC	2536 CANDLE LANE	1B	TYPE 5
23	1GG	2530 COWBIRD WAY	1B	TYPE 5
23	1II	2524 ATTICUS WAY	1B	TYPE 5
23	1KK	2600 JACK RABBIT WAY	1B	TYPE 5
24	1GG	2600 COWBIRD WAY	1B	TYPE 5
24	1II	2528 ATTICUS WAY	1B	TYPE 5
24	1KK	2604 JACK RABBIT WAY	1B	TYPE 5
25	1GG	2606 COWBIRD WAY	1B	TYPE 5
25	1II	2600 ATTICUS WAY	1B	TYPE 5
25	1KK	2608 JACK RABBIT WAY	1B	TYPE 5

26	1GG	2610 COWBIRD WAY	1B	TYPE 5
26	1II	2606 ATTICUS WAY	1B	TYPE 5
26	1KK	2612 JACK RABBIT WAY	1B	TYPE 5
27	1GG	2614 COWBIRD WAY	1B	TYPE 5
27	1II	2612 ATTICUS WAY	1B	TYPE 5
27	1KK	2616 JACK RABBIT WAY	1B	TYPE 5
28	1GG	2618 COWBIRD WAY	1B	TYPE 5
28	1II	2616 ATTICUS WAY	1B	TYPE 5
28	1KK	2620 JACK RABBIT WAY	1B	TYPE 5
29	1GG	2622 COWBIRD WAY	1B	TYPE 5
29	1II	2620 ATTICUS WAY	1B	TYPE 5
29	1KK	2624 JACK RABBIT WAY	1B	TYPE 5
30	1GG	2626 COWBIRD WAY	1B	TYPE 5
30	1II	2624 ATTICUS WAY	1B	TYPE 5
30	1KK	2628 JACK RABBIT WAY	1B	TYPE 5
31	1GG	2630 COWBIRD WAY	1B	TYPE 5
31	1II	2628 ATTICUS WAY	1B	TYPE 5
03	1EE	2531 CANDLE LANE	1B	TYPE 5
03	1GG	2613 LITTLE WONDER LANE	1B	TYPE 5
03	1II	2617 COWBIRD WAY	1B	TYPE 5
03	1KK	2621 ATTICUS WAY	1B	TYPE 5
32	1II	2632 ATTICUS WAY	1B	TYPE 5
04	1EE	2527 CANDLE LANE	1B	TYPE 5
04	1GG	2609 LITTLE WONDER LANE	1B	TYPE 5
04	1II	2613 COWBIRD WAY	1B	TYPE 5
04	1KK	2617 ATTICUS WAY	1B	TYPE 5
05	1EE	2523 CANDLE LANE	1B	TYPE 5
05	1GG	2605 LITTLE WONDER LANE	1B	TYPE 5
05	1II	2609 COWBIRD WAY	1B	TYPE 5
05	1KK	2613 ATTICUS WAY	1B	TYPE 5
06	1EE	2519 CANDLE LANE	1B	TYPE 5
06	1GG	2601 LITTLE WONDER LANE	1B	TYPE 5
06	1II	2605 COWBIRD WAY	1B	TYPE 5
06	1KK	2609 ATTICUS WAY	1B	TYPE 5
07	1EE	2515 CANDLE LANE	1B	TYPE 5
07	1GG	2543 LITTLE WONDER LANE	1B	TYPE 5
07	1II	2601 COWBIRD WAY	1B	TYPE 5
07	1KK	2605 ATTICUS WAY	1B	TYPE 5

08	1EE	2511 CANDLE LANE	1B	TYPE 5
08	1GG	2539 LITTLE WONDER LANE	1B	TYPE 5
08	1II	2533 COWBIRD WAY	1B	TYPE 5
08	1KK	2601 ATTICUS WAY	1B	TYPE 5
09	1EE	2507 CANDLE LANE	1B	TYPE 5
09	1GG	2535 LITTLE WONDER LANE	1B	TYPE 5
09	1II	2529 COWBIRD WAY	1B	TYPE 5
09	1KK	2529 ATTICUS WAY	1B	TYPE 5
10	1FF	2400 MOCKINGBIRD COURT	1C	TYPE 5
10	1HH	2405 MOCKINGBIRD COURT	1C	TYPE 5
10	1JJ	2409 ROOSTER LANE	1C	TYPE 5
10	1LL	2413 COYOTE WAY	1C	TYPE 5
11	1FF	2404 MOCKINGBIRD COURT	1C	TYPE 5
11	1HH	2401 MOCKINGBIRD COURT	1C	TYPE 5
11	1JJ	2405 ROOSTER LANE	1C	TYPE 5
11	1LL	2409 COYOTE WAY	1C	TYPE 5
01	1FF	2431 SHORTHORN DRIVE	1C	TYPE 5
01	1HH	2441 MOCKINGBIRD COURT	1C	TYPE 5
01	1JJ	2445 ROOSTER LANE	1C	TYPE 5
01	1LL	2449 COYOTE WAY	1C	TYPE 5
12	1DD	2400 SHORTHORN DRIVE	1C	TYPE 5
12	1FF	2408 MOCKINGBIRD COURT	1C	TYPE 5
12	1HH	2400 ROOSTER LANE	1C	TYPE 5
12	1JJ	2401 ROOSTER LANE	1C	TYPE 5
12	1LL	2405 COYOTE WAY	1C	TYPE 5
13	1DD	2404 SHORTHORN DRIVE	1C	TYPE 5
13	1FF	2412 MOCKINGBIRD COURT	1C	TYPE 5
13	1HH	2404 ROOSTER LANE	1C	TYPE 5
13	1JJ	2400 COYOTE WAY	1C	TYPE 5
13	1LL	2401 COYOTE WAY	1C	TYPE 5
14	1DD	2408 SHORTHORN DRIVE	1C	TYPE 5
14	1FF	2416 MOCKINGBIRD COURT	1C	TYPE 5
14	1HH	2408 ROOSTER LANE	1C	TYPE 5
14	1JJ	2404 COYOTE WAY	1C	TYPE 5
14	1LL	2400 JACK RABBIT WAY	1C	TYPE 5

15	1DD	2412 SHORTHORN DRIVE	1C	TYPE 5
15	1FF	2420 MOCKINGBIRD COURT	1C	TYPE 5
15	1HH	2412 ROOSTER LANE	1C	TYPE 5
15	1JJ	2408 COYOTE WAY	1C	TYPE 5
15	1LL	2404 JACK RABBIT WAY	1C	TYPE 5
16	1DD	2416 SHORTHORN DRIVE	1C	TYPE 5
16	1FF	2424 MOCKINGBIRD COURT	1C	TYPE 5
16	1HH	2416 ROOSTER LANE	1C	TYPE 5
16	1JJ	2412 COYOTE WAY	1C	TYPE 5
16	1LL	2408 JACK RABBIT WAY	1C	TYPE 5
17	1DD	2420 SHORTHORN DRIVE	1C	TYPE 5
17	1FF	2428 MOCKINGBIRD COURT	1C	TYPE 5
17	1HH	2420 ROOSTER LANE	1C	TYPE 5
17	1JJ	2416 COYOTE WAY	1C	TYPE 5
17	1LL	2421 JACK RABBIT WAY	1C	TYPE 5
18	1DD	24242 SHORTHORN DRIVE	1C	TYPE 5
18	1FF	2432 MOCKINGBIRD COURT	1C	TYPE 5
18	1HH	2424 ROOSTER LANE	1C	TYPE 5
18	1JJ	2420 COYOTE WAY	1C	TYPE 5
18	1LL	2416 JACK RABBIT WAY	1C	TYPE 5
19	1DD	2428 SHORTHORN DRIVE	1C	TYPE 5
19	1HH	2428 ROOSTER LANE	1C	TYPE 5
19	1JJ	2424 COYOTE WAY	1C	TYPE 5
19	1LL	2420 JACK RABBIT WAY	1C	TYPE 5
20	1DD	2432 SHORTHORN DRIVE	1C	TYPE 5
20	1HH	2432 ROOSTER LANE	1C	TYPE 5
20	1JJ	2428 COYOTE WAY	1C	TYPE 5
20	1LL	2424 JACK RABBIT WAY	1C	TYPE 5
21	1DD	2436 SHORTHORN DRIVE	1C	TYPE 5
21	1HH	2436 ROOSTER LANE	1C	TYPE 5
21	1JJ	2432 COYOTE WAY	1C	TYPE 5
21	1LL	2428 JACK RABBIT WAY	1C	TYPE 5
02	1FF	2427 SHORTHORN DRIVE	1C	TYPE 5
02	1HH	2437 MOCKINGBIRD COURT	1C	TYPE 5
02	1JJ	2441 ROOSTER LANE	1C	TYPE 5
02	1LL	2445 COYOTE WAY	1C	TYPE 5
22	1HH	2440 ROOSTER LANE	1C	TYPE 5
22	1JJ	2436 COYOTE WAY	1C	TYPE 5

22	1LL	2432 JACK RABBIT WAY	1C	TYPE 5
23	1HH	2444 ROOSTER LANE	1C	TYPE 5
23	1JJ	2440 COYOTE WAY	1C	TYPE 5
23	1LL	2436 JACK RABBIT WAY	1C	TYPE 5
24	1JJ	2444 COYOTE WAY	1C	TYPE 5
24	1LL	2440 JACK RABBIT WAY	1C	TYPE 5
25	1LL	2444 JACK RABBIT WAY	1C	TYPE 5
26	1LL	2448 JACK RABBIT WAY	1C	TYPE 5
03	1FF	2423 SHORTHORN DRIVE	1C	TYPE 5
03	1HH	2433 MOCKINGBIRD COURT	1C	TYPE 5
03	1JJ	2437 ROOSTER LANE	1C	TYPE 5
03	1LL	2441 COYOTE WAY	1C	TYPE 5
04	1FF	2419 SHORTHORN DRIVE	1C	TYPE 5
04	1HH	2429 MOCKINGBIRD COURT	1C	TYPE 5
04	1JJ	2433 ROOSTER LANE	1C	TYPE 5
04	1LL	2437 COYOTE WAY	1C	TYPE 5
05	1FF	2415 SHORTHORN DRIVE	1C	TYPE 5
05	1HH	2425 MOCKINGBIRD COURT	1C	TYPE 5
05	1JJ	2429 ROOSTER LANE	1C	TYPE 5
05	1LL	2433 COYOTE WAY	1C	TYPE 5
06	1FF	2411 SHORTHORN DRIVE	1C	TYPE 5
06	1HH	2421 MOCKINGBIRD COURT	1C	TYPE 5
06	1JJ	2425 ROOSTER LANE	1C	TYPE 5
06	1LL	2429 COYOTE WAY	1C	TYPE 5
07	1FF	2407 SHORTHORN DRIVE	1C	TYPE 5
07	1HH	2417 MOCKINGBIRD COURT	1C	TYPE 5
07	1JJ	2421 ROOSTER LANE	1C	TYPE 5
07	1LL	2425 COYOTE WAY	1C	TYPE 5
08	1FF	2405 SHORTHORN DRIVE	1C	TYPE 5
08	1HH	2413 MOCKINGBIRD COURT	1C	TYPE 5
08	1JJ	2417 ROOSTER LANE	1C	TYPE 5
08	1LL	2921 COYOTE WAY	1C	TYPE 5
09	1FF	2401 SHORTHORN DRIVE	1C	TYPE 5
09	1HH	2409 MOCKINGBIRD COURT	1C	TYPE 5
09	1JJ	2413 ROOSTER LANE	1C	TYPE 5
09	1LL	2417 COYOTE WAY	1C	TYPE 5
10	1C	2728 SOUTH MARKET	1A	TYPE 6

		SQUARE		
10	1D	1008 REDBRICK LANE	1A	TYPE 6
11	1D	1012 REDBRICK LANE	1A	TYPE 6
01	1C	2765 SOUTH MARKET SQUARE	1A	TYPE 6
12	1D	1016 REDBRICK LANE	1A	TYPE 6
13	1D	1100 REDBRICK LANE	1A	TYPE 6
13	1F	2728 NORTH MARKET SQUARE	1A	TYPE 6
14	1D	1104 REDBRICK LANE	1A	TYPE 6
14	1F	2732 NORTH MARKET SQUARE	1A	TYPE 6
15	1D	1108 REDBRICK LANE	1A	TYPE 6
15	1F	2736 NORTH MARKET SQUARE	1A	TYPE 6
16	1D	1112 REDBRICK LANE	1A	TYPE 6
16	1F	2740 NORTH MARKET SQUARE	1A	TYPE 6
17	1D	1116 REDBRICK LANE	1A	TYPE 6
17	1F	2744 NORTH MARKET SQUARE	1A	TYPE 6
18	1F	2748 NORTH MARKET SQUARE	1A	TYPE 6
19	1F	2752 NORTH MARKET SQUARE	1A	TYPE 6
20	1F	2756 NORTH MARKET SQUARE	1A	TYPE 6
21	1F	2760 NORTH MARKET SQUARE	1A	TYPE 6
02	1C	2761 SOUTH MARKET SQUARE	1A	TYPE 6
22	1E	800 REDBRICK LANE	1A	TYPE 6
22	1F	2764 NORTH MARKET SQUARE	1A	TYPE 6
23	1E	804 REDBRICK LANE	1A	TYPE 6
24	1E	808 REDBRICK LANE	1A	TYPE 6
25	1E	812 REDBRICK LANE	1A	TYPE 6
26	1E	816 REDBRICK LANE	1A	TYPE 6
27	1E	900 REDBRICK LANE	1A	TYPE 6
28	1E	904 REDBRICK LANE	1A	TYPE 6
29	1E	908 REDBRICK LANE	1A	TYPE 6
30	1E	912 REDBRICK LANE	1A	TYPE 6
31	1E	916 REDBRICK LANE	1A	TYPE 6
03	1C	2757 SOUTH MARKET SQUARE	1A	TYPE 6
32	1E	920 REDBRICK LANE	1A	TYPE 6

33	1E	924 REDBRICK LANE	1A	TYPE 6
34	1E	928 REDBRICK LANE	1A	TYPE 6
04	1C	2753 SOUTH MARKET SQUARE	1A	TYPE 6
05	1C	2749 SOUTH MARKET SQUARE	1A	TYPE 6
06	1C	2745 SOUTH MARKET SQUARE	1A	TYPE 6
07	1C	2741 SOUTH MARKET SQUARE	1A	TYPE 6
08	1C	2737 SOUTH MARKET SQUARE	1A	TYPE 6
08	1D	1000 REDBRICK LANE	1A	TYPE 6
09	1C	2733 SOUTH MARKET SQUARE	1A	TYPE 6
09	1D	1004 REDBRICK LANE	1A	TYPE 6

CONSENT AND SUBORDINATION

The undersigned, TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association ("Lender"), hereby consents to the terms, provisions and conditions of that certain Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community to which this Consent and Subordination is attached (the "Declaration") and, subject to the terms and provisions of this Consent and Subordination, subordinates the lien and security interests of that certain Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement recorded on November 1, 2017, recorded under Document No. 2017-135087 of the Real Property Records of Denton County, Texas, as amended by First Amendment to Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement recorded on June 22, 2018, recorded under Document No. 2018-72425 of the Real Property Records of Denton County, Texas (as amended, the "Deed of Trust"), to the Declaration, such that from and after the effective date of this Consent and Subordination, the terms, provisions and conditions of the Declaration are and shall be prior and superior to the liens, security interest, terms and provisions of the Deed of Trust; provided, however, this Consent and Subordination: (i) shall not be construed or operate as a consent and subordination to any amendment to or modification of the Declaration, or a release of the lien and security interests of the Deed of Trust, but shall instead confirm that the lien and security interests of the Deed of Trust shall hereafter be upon and against all of the Property subject to the Declaration; and (ii) shall not modify or amend the terms and provisions of the Deed of Trust.

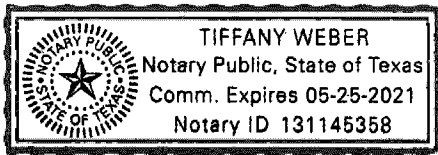
LENDER:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION
a national banking association

By: Debi England
Name: DEBI ENGLAND
Title: SR. VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 19th day of April, 2019, by DEBI ENGLAND, SR. VICE PRESIDENT of Texas Capital Bank, National Association on behalf of said national banking association.



Tiffany Weber
Notary Public – State of Texas