

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOLF RANCH RESIDENTIAL COMMUNITY
Williamson County, Texas**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOLF RANCH RESIDENTIAL COMMUNITY**

This Declaration of Covenants, Conditions and Restrictions for Wolf Ranch Residential Community is made as of the 20th day of November, 2015 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 the 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:

"Access Easement." An easement as more particularly described in Subsection 7.2(a) of this Declaration.

"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.

"Alarm Monitoring Assessment." Assessments established, imposed and levied by the Association pursuant to Section 6.1(e) of this Declaration.

"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, 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, as the same may be amended from time to time.

"Assessment Policy." That certain policy adopted by the Board of Directors 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.

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

"Association." Owners Association of Wolf Ranch Residential Community, 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 H4 WR, LP, 3090 Olive Street, Suite 300, Suite 300, Dallas, Texas 75219 as may be changed by the Association from time to time.

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

"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 the 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.

"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.

"Class A Members." The Owners of each Lot who are members of the Association.

"Class B Member." The Declarant at all times on or before the termination of the Declarant Control Period.

"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 6.3 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.

"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.

"County." Williamson County, Texas.

"Declarant." H4 WR, LP, a Texas limited partnership located at 3090 Olive Street, Suite 300, 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's Affiliates." Any Affiliates of Declarant.

"Declarant Control Period." The period commencing on the date of this Declaration and continuing until the earliest to occur of the date which is (a) 25 years after the date on which this Declaration is recorded; or (b) when, in Declarant's sole discretion, it voluntarily relinquishes such right designated by written notice executed by the then Declarant.

"Declaration." This Declaration of Covenants, Conditions and Restrictions for Wolf Ranch 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 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 12.12(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 under this Declaration or collection of any past due or unpaid Assessments; (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 against 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 Easement." An easement as more particularly described in Section 7.2 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.

"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.

"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." Shall have the meaning assigned to such term in Subsection 15.15(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." Shall have 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.

"Members." Owners of Lots in the Property, including the Class A Members and the Class B Member.

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

"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.

"MUDs." The utility district in which the Property is located, as further described in Section 3.4 of this Declaration.

"Occupant." Any Person from time to time entitled to the use and occupancy of any portion of Property and Lot 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." Shall have the meaning assigned to such term in Section 6.3 of this Declaration.

"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 in 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 Board of Directors 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.*

"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.

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

"Signage." Any signage, lettering, decorations, banners, advertising or marketing media, awnings, canopies, window covering, or any other similar type of expression on a Lot, 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.

"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.

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. **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 of Directors 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 Declarant Control 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 of 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 Declarant Control 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 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. Neither the Association nor Declarant is obligated 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 Declarant Control 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. **MUD Districts.** The Property is located within the Williamson County Municipal Utility District No. 28 and the Williamson County Municipal Utility District No. 29 (collectively, the, "MUDs") each created in accordance with Chapter 54 of the Texas Water Code. The MUDs possess certain powers which include but are not limited to the powers to acquire, construct and maintain a waterworks system, a sanitary sewer system, roads with related storm sewer drainage systems and other related services within the Property. The MUDs have the authority to tax Owners like any other Governmental Authority and will subject Owners to certain taxes and charges. Section 49.452(d) of the Texas Water Code requires a seller of real property in a water district to give notice to purchasers containing information about the district and the taxes and fees such district may charge. Samples of the required notices for the MUDs are attached to this Declaration as Exhibit B.

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 or 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 Board from time to time may 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 in 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.

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 During Declarant Control Period.** Notwithstanding anything to the contrary in this Declaration or any of the other Governing Documents, and except as otherwise set forth in Section 5.1(d)(i) hereof, Declarant, in its sole and absolute discretion, reserves the right, at any time and from time to time, to appoint or remove any officer, director or member of the Board during the Declarant Control Period. Declarant may voluntarily surrender any or all of the foregoing rights to appoint and remove officers, directors and members of the Board before termination of the Declarant Control Period. If Declarant surrenders any or all of such rights, Declarant may require, for the duration of the Declarant Control Period, that specified actions of the Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

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 During the Declarant Control Period.** Until such time as the Declarant Control Period has expired or terminated, there shall be two classes of voting Members in the Association. The Class B Member shall be entitled to exercise ten votes for every one vote entitled to be cast by the Class A Members with respect to any matter on which Members shall be entitled to vote in accordance with the Governing Documents. THE CLASS A MEMBERS ACKNOWLEDGE AND AGREE, BY THEIR ACCEPTANCE OF THE DEED TO THEIR LOTS, THAT UNTIL THE TERMINATION OF THE DECLARANT CONTROL PERIOD, THE CLASS B MEMBER POSSESSES THE MAJORITY OF THE VOTING INTERESTS IN THE ASSOCIATION AND SHALL BE ABLE TO CONTROL, THROUGH THE VOTING PROCESS, ANY MATTERS COMING BEFORE THE ASSOCIATION FOR A VOTE, SUBJECT TO THE REQUIREMENTS OF THE GOVERNING DOCUMENTS.

(c) Class Membership. Upon the expiration or termination of the Declarant Control Period, there shall be no more classes of Members, the Class B Membership shall terminate and the rights of all Members shall be identical, including the election of the Board, and the procedures for the election of the members of the Board shall be in accordance with the Act and as set forth in the Bylaws. Unless a different allocation of votes is required by any Legal Requirement or in this Declaration, all Members shall, at that time, be entitled to exercise one vote per Lot with respect to any matter of the Association on which Members shall be entitled to vote.

(d) Transition of the Board during Declarant Control Period. Notwithstanding the provisions of Section 5.1(b) above:

(i) Not later than 120 days after the 10th anniversary of the date on which this Declaration is recorded in the Real Property Records, an election of members of the Board shall be held at which one third of the members of the Board shall be elected by Class A Members without the Class B Member voting for such members of the Board.

(ii) On a date as determined by Declarant in its absolute and sole discretion, which date shall not be less than 60 days prior to the termination of the Declarant Control Period, the Association shall elect all directors from the Class A Members to serve as the Board of Directors whose terms will commence as of the date on which the Declarant Control Period terminates.

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 approved 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 Declarant Control 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, Special and Alarm Maintenance 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, Alarm Monitoring 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 the amount of such Initiation Assessment shall be established by the Board (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. Any Builder, shall, at the time such Builder acquires a Lot, pay to the Association the Initiation Assessment in cash or other current funds as a contribution toward the administrative and other expenses of the Association. Notwithstanding anything to the contrary herein, either the 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 the 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 not be considered an advance payment of any Assessments set forth herein and is not refundable. The Declarant and Declarant's Affiliates shall be exempt from paying the Initiation Assessment.

(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 Section 6.1(b), shall be due and payable 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. Any Builder shall be assessed against each Builder's Lot, an amount equal to the then-current Regular Assessment.

(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. 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 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 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 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.

(e) Alarm Monitoring Assessments. In addition to the Regular Assessments contemplated by Subsections 6.1(b) and (c) of this Declaration, the Board may establish additional Assessments from time to time as may be necessary or appropriate in the judgment of the Board to pay the costs of third party alarm monitoring for each Lot ("Alarm Monitoring Assessment"). The services described above (the "Alarm Monitoring Services") shall be at the discretion of the Board and may be modified, changed or eliminated by the Board in its sole discretion. The Association shall commence the Alarm Monitoring Services after the conveyance of a Lot with a residence from a Builder to a third party with respect to such Lot. Accordingly, a Builder shall be exempt from the Alarm Monitoring Assessments during its ownership of a Lot. The Alarm Monitoring Assessments shall be allocated on a per Lot basis 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 Alarm Monitoring Services for the Lots which receive the Alarm Monitoring Services.

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.

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 Board may adopt and record in the Real Property Records an Assessments Policy setting forth guidelines and establishing an alternative assessment 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 Assessments 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 Assessments Policy and the Act; provided, however, if the Association is not taking the action permitted in this Section 6.3 the 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 and Alarm Monitoring 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. Alarm Monitoring Assessments as to a Lot shall commence on the date that a Builder conveys such Lot to an Owner other than a Builder, Declarant or Declarant's Affiliates. During the Declarant Control 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.

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, any record retention policy adopted by the Board and filed of record in the Real Property Records 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 retention, inspection, production and copying policy adopted by the Board.

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 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.

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 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 (i) 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 Declarant Control 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 (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. 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 owner 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.

(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;
- (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 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.** In accordance with and only if permitted by the Act, Declarant reserves for itself during the Declarant Control Period in accordance with the Governing Documents, 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 Declarant Control Period, the recordation of any declaration; (p) appoint or remove any Architectural Control Committee member during the Declarant Control 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 Declarant Control 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 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 the 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 Declarant Control Period. The Board shall have the right to appoint and remove members of the Architectural Control Committee upon the expiration or termination of the Declarant Control Period. Members of Architectural Control Committee after the expiration or termination of the Declarant Control Period shall serve for a term as may be designated by the Board or until resignation or removal by the Board. After the Declarant Control 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 at the required members of the Architectural Control Committee are present and voting. Declarant may, from time to time, during the Declarant Control 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 Declarant Control 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 Declarant Control Period, the Board may adopt 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 as 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 Declarant Control 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 to 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 record retention, inspection, production and copying policy adopted by the Board. 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 of 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.

Section 12.13. **Interior Improvements.** Notwithstanding any other provisions of this Declaration or the Architectural Guidelines, an Owner may make improvements and alterations within the interior of any Improvements on its Lot without first obtaining Architectural Control Committee approval, provided such do not change the exterior appearance of any Improvements.

Section 12.14. **Certificate of Compliance.** Upon request by an Owner who has complied with the provisions of this Article XII, the Association shall deliver to such Owner, a written certificate of such compliance in recordable form and such certificate shall be conclusive evidence of such compliance.

ARTICLE XIII PROPERTY ROADS

Section 13.1 **Property Roads.** The City shall be solely responsible for the management and operation of the Property Roads. If approved by the City, 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 therefore 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 in 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-appellable 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 the 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 Declarant exercising any Development Right or for any other reason whatsoever and until the termination or expiration of the Declarant Control 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 (without the necessity of the joinder or consent of any other Person) in accordance with the Act 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 Section 15.4. During the Declarant Control Period, Declarant, without a vote of the Owners or approval by the Mortgagees or the Association, may amend the Governing Documents in any manner necessary to meet the requirements of the Federal National Mortgage Association, the Federal National Home Loan Mortgage Corporation, the Federal Housing Administration or the Veterans Administration or the Act (as may be amended).

Section 15.5. **Amendment of Declaration by Owners.** After the Declarant Control 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 upon the vote of 67% of the votes entitled to be cast at a duly called meeting of the Members at which a quorum is present. 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 Declarant Control 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 by 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 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 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 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: H4 WR, LP, a Texas limited partnership
c/o Hillwood Development Company, LLC
3090 Olive Street, Suite 300
Dallas, Texas 75219
Attention: General Counsel

Association: Wolf Ranch Residential Community Association, Inc.
c/o Hillwood Development Company, LLC
3090 Olive Street, Suite 300
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 Section 15.15 of 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.

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.

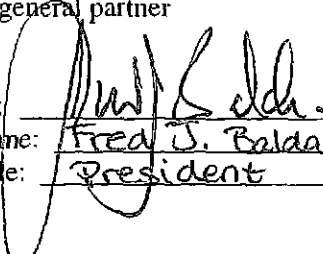
[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

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

DECLARANT:

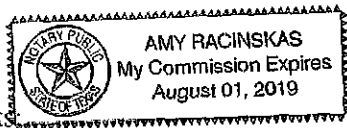
H4 WR, LP,
a Texas limited partnership


By: BOH Investments GP, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: Fred J. Balda
Title: President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on November 19 2015, by Fred J. Balda, President of BOH Investments GP, LLC, a Delaware limited liability company, on behalf of said limited liability company, in its capacity as sole general partner of H4 WR, LP, a Texas limited partnership, on behalf of said limited partnership.




Notary Public, State of Texas

List of Exhibits:

Exhibit A - Legal Description of the Property

Exhibit B - MUD Notice to Purchasers

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PHASE 1A

A 78.189 ACRE TRACT OF LAND, BEING OUT OF A CALLED 138.521 ACRE TRACT CONVEYED TO H4, LP, A TEXAS LIMITED PARTNERSHIP RECORDED IN DOCUMENT NO. 2014081688 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE ORVILLE PERRY SURVEY, ABSTRACT NO. 10, IN THE CITY OF GEORGETOWN, WILLIAMSON COUNTY TEXAS. SAID 78.189 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

(a) **BEGINNING** at a $\frac{3}{8}$ " iron rod found for a point in the north right of way line of County Road 265, a *variable width right of way recorded in* Document No. 2005080398 of the Official Public Records of Williamson County, Texas, same being the southernmost southeast corner of said 138.521 acre tract, the **POINT OF BEGINNING** and *southeast corner hereof*;

THENCE with the north right of way line of said County Road 265, same being the south line of said 138.521 acre tract the following four (4) courses and distances:

1. **N 87°22'15" W**, a distance of **82.02 feet** to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found,
2. **S 83°47'16" W**, a distance of **688.77 feet** to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found,
3. **S 80°37'24" W**, a distance of **142.07 feet** to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found and,
4. **S 75°47'43" W**, a distance of **467.03 feet** to a $\frac{1}{2}$ " iron rod found in the north right of way line of said County Road 265, same being the southwest corner of said 138.521 acre tract, also being the southeast corner of a called 39.17 acre tract conveyed to ALJD-GTTX LLC recorded in Document No. 2006101010 of the Official Public Records of Williamson County, Texas,

THENCE N 10°38'56" W, departing the north right of way line of said County Road 265, with the west line of said 138.521 acre tract, same being the east line of said called 39.17 acre tract, a distance of **1825.79 feet** to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found in east line of said 39.17 acre tract, same being the northwest corner of said 138.521 acre tract, also being the southwest corner of a called 162.77 acre tract conveyed to Wolf Legacy LP recorded in Document No. 2013096273 of the Official Public Records of Williamson County, Texas;

THENCE N 49°00'14" E, with the north line of said 138.521 acre tract, same being the south line of said 162.77 acre tract, a distance of **970.22 feet** to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set;

THENCE departing the south line of said 162.77 acre tract, through the interior of said 138.521 acre tract the following seven (7) courses and distances:

1. **S 22°56'27" E**, a distance of **211.26 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set and point of non-tangent curvature,
2. along the arc of said curve to the right, having a radius of **367.50 feet**, a central angle of **27°26'04"**, a chord bearing and distance of **S 09°13'23" E**, **174.29 feet**, an arc length of **174.29 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set and point of tangency,
3. **S 04°29'39" W**, a distance of **70.13 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
4. **S 85°30'36" E**, a distance of **65.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
5. **N 04°29'39" E**, a distance of **70.12 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set and point of tangent curvature,
6. along the arc of curve to the left, having a radius of **432.50 feet**, a central angle of **27°26'04"**, a chord bearing and distance of **N 09°13'23" W**, **205.12 feet**, an arc length of **205.12 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set and point of tangency,
7. **N 22°56'25" W**, a distance of **232.45 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the north line of said 138.521 acre tract, same being the south line of said 162.77 acre tract,

THENCE N 49°00'14" E, with the north line of said 138.521 acre tract, same being the south line of said 162.77 acre tract, a distance of **242.30 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found in the northeast line of said 138.521 acre tract, same being the southwest line of a called 120 acre tract conveyed to Georgetown County Club recorded in Volume 232, Pages 578-579 of the Deed Records of Williamson County, Texas;

THENCE S 35°50'41" E, with the northeast line of said 138.521 acre tract, same being the southwest line of said 120 acre tract, a distance of **105.15 feet** to a ½" iron rod found in a northeast line of said 138.521 acre tract, same being the southernmost corner of said 120 acre tract;

THENCE departing the south corner of said 120 acre tract, through the interior of said 138.521 acre tract the following twelve (12) courses and distances:

1. **S 06°02'56" W**, a distance of **36.12 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
2. **S 13°38'49" E**, a distance of **183.91 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,

3. N 76°21'11" E, a distance of 182.27 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
4. S 13°38'49" E, a distance of 12.54 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found and point of non-tangent curvature,
5. along the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 85°37'28", a chord bearing and distance of S 56°27'33" E, 33.98 feet, an arc length of 37.36 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
6. N 80°43'44" E, a distance of 102.88 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
7. S 09°16'17" E, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
8. S 05°42'02" E, a distance of 147.60 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
9. N 85°46'10" E, a distance of 150.39 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
10. S 67°00'56" E, a distance of 72.21 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found and point of non-tangent curvature,
11. along the arc of said curve to the right, having a radius of 1,335.00 feet, a central angle of 03°23'20", a chord bearing and distance of N 18°09'25" E, 78.95 feet, an arc length of 78.96 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found and point of tangency and,
12. S 69°03'13" E, a distance of 195.08 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found in the southeast line of said 138.521 acre tract, same being the northwest right of way line of Wolf Ranch Parkway, a variable width right of way recorded in Document No. 2005082790 of the Official Public Records of Williamson County, Texas and point of tangent curvature,

THENCE with the northwest right of way line of said Wolf Ranch Parkway, same being the east line of said 138.521 acre tract the following eight (8) courses and distances:

1. along the arc of said curve to the left, having a radius of 1031.94 feet, a central angle of 18°15'44", a chord bearing and distance of S 10°24'21" W, 327.52 feet, an arc length of 328.92 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
2. S 01°16'30" W, a distance of 703.24 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found and point of tangent curvature,

3. along the arc of said curve to the right, having a **radius of 1967.91 feet**, a **central angle of 06°41'32"**, a **chord bearing and distance of S 04°37'16" W, 229.73 feet**, an **arc length of 229.86 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found and point of reverse curvature,
4. along the arc of said curve to the left, having a **radius of 2031.91 feet**, a **central angle of 10°12'56"**, a **chord bearing and distance of S 02°51'34" W, 361.80 feet**, an **arc length of 362.28 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
5. along the arc of said curve to the right, having a **radius of 884.05 feet**, a **central angle of 03°12'28"**, a **chord bearing and distance of S 00°38'40" E, 49.49 feet**, an **arc length of 49.50 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found and point of reverse curvature,
6. along the arc of said curve to the left, having a **radius of 1349.75 feet**, a **central angle of 03°12'28"**, a **chord bearing and distance of S 00°38'40" E, 75.56 feet**, an **arc length of 75.57 feet**, to a ½" iron rod found,
7. **S 02°14'54" E**, a distance of **177.66 feet** to a cotton gin spindle found and,

S 39°42'17" W, a distance of **37.34 feet** to the **POINT OF BEGINNING** and containing 78.189 acres in the City of Georgetown, Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Engineers, Inc. under Job No. 50790-00 by Pape Dawson Engineers, Inc.

EXHIBIT B

NOTICE TO PURCHASERS

The real property, described below, that you are about to purchase is located in the Williamson County Municipal Utility District No. 28 (the "District"). The District has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. The District has not yet levied taxes but the most recent projected debt service tax, as of this date, is \$0.65 on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$ 0, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$ 0.

The District is located in whole or in part in the corporate boundaries of the City of Georgetown. The taxpayers of the District are subject to the taxes imposed by the municipality and by the District until the District is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or voters of the district.

The purpose of this District is to provide water, sewer, drainage, flood control facilities, parks and recreational facilities, roads and road improvements and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these facilities is not included in the purchase price of your property, and utility facilities are owned or to be owned by the District. The legal description of the property you are acquiring is as follows:

(description of property)

SELLER:

(Date)

Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

PURCHASER:

(Date)

Signature of Purchaser

After recording, please return to: _____.

NOTICE TO PURCHASERS

The real property, described below, that you are about to purchase is located in the Williamson County Municipal Utility District No. 29 (the "District"). The District has *taxing authority separate from any other taxing authority* and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. The District has not yet levied taxes but the most recent projected debt service tax, as of this date, is \$0.65 on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$ 0, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$ 0.

The District is located in whole or in part in the corporate boundaries of the City of Georgetown. The taxpayers of the District are subject to the taxes imposed by the municipality and by the District until the District is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or voters of the district.

The purpose of this District is to provide water, sewer, drainage, flood control facilities, parks and recreational facilities, roads and road improvements and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these facilities is not included in the purchase price of your property, and utility facilities are owned or to be owned by the District. The legal description of the property you are acquiring is as follows:

(description of property)

SELLER:

(Date)

Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

PURCHASER:

(Date)

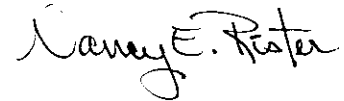
Signature of Purchaser

After recording, please return to: _____.

2015102163

Electronically Recorded

OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, reading "Nancy E. Rister". The signature is written in a cursive style with a large, stylized "N" and "R".

Nancy E. Rister, County Clerk

11/23/2015 8:31 AM

Pages: 40 Fee: \$ 173.00

Williamson County Texas



**FIRST AMENDMENT TO
RULES AND REGULATIONS
FOR
OWNERS ASSOCIATION OF
WOLF RANCH RESIDENTIAL COMMUNITY, INC.**

This First Amendment to Rules and Regulations for Owners Association of Wolf Ranch Residential Community, Inc. ("First Amendment") is made and entered into by Owners Association of Wolf Ranch Community, Inc., a Texas non-profit corporation (the "Association").

WHEREAS, H4 WR, LP, a Texas limited partnership, established that certain Declaration of Covenants, Conditions and Restrictions for Wolf Ranch Residential Community recorded as Instrument No. 2015102163 in the Real Property Records of the Williamson County, Texas, as may be amended and supplemented from time to time ("Declaration").

WHEREAS, pursuant to the Declaration, the board of directors of the Association established certain rules, regulations, and procedures pursuant to that certain Rules and Regulations for Owners Association of Wolf Ranch Residential Community, Inc. dated effective November 14, 2016, as the same may be amended from time to time (the "Rules and Regulations").

WHEREAS, the Board of Directors of the Association desires to amend the Rules and Regulations as provided herein. Pursuant to Section 1.14(d) of the Rules and Regulations, the Board of Directors of the Association may make amendments to the Rules and Regulations during the Declarant Control Period (as defined in the Declaration). The Board of Directors of the Association has approved the content of this First Amendment by unanimous written consent.

NOW, THEREFORE, the Association hereby amends the Rules and Regulations as follows:

1. Section 1.5(a) of the Rules and Regulations is hereby deleted in its entirety and replaced with the following:

*"Leasing of Residences. Each Owner may lease its Residence; **provided, however all leases must be for a minimum of 30 days, and a copy of the lease provided to the Association.**"*

2. The following sentence is hereby added to the end of Section 1.11(b) of the Rules and Regulations:

"While RV's and boats are prohibited from being stored on property a courtesy period will be offered for loading and unloading purposes of no more than 24 hours."

3. The following sentence is hereby added to the end of Section 1.11(e) of the Rules and Regulations:

“Parking along a slip street is only allowed to the extent that ingress and egress to all other private driveways located along the slip street remain unobstructed.”

4. Miscellaneous.

(a) Capitalized terms not otherwise defined herein shall have the same meanings as in the Rules and Regulations.

(b) In all other respects, the terms of the Rules and Regulations remain unchanged and in full force and effect.

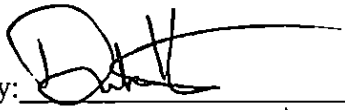
(c) In the event of any conflict between the meaning of any provision of this First Amendment and any provision of the Rules and Regulations, the provisions of this First Amendment shall control.

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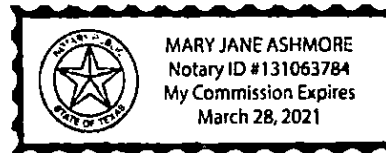
IN WITNESS WHEREOF, the Association has caused the First Amendment to Rules and Regulations to be executed and effective as of the 28th day of January, 2019.

ASSOCIATION:

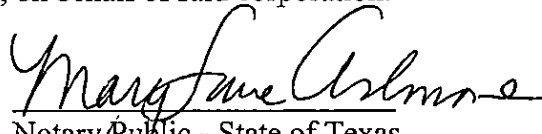
OWNERS ASSOCIATION OF WOLF RANCH RESIDENTIAL COMMUNITY, INC.

By: 
 Name: DUKE KERLAN
 Title: President Wolf Ranch

THE STATE OF TEXAS §
 §
 COUNTY OF ~~DALLAS~~ §
Williamson



This instrument was acknowledged before me on the 28 day of January 2019, by Duke Kerlan Director and Secretary of the Board of Directors of OWNERS ASSOCIATION OF WOLF RANCH RESIDENTIAL COMMUNITY, INC., a Texas nonprofit corporation, on behalf of said corporation.


 Notary Public - State of Texas

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS 2019026925

REST Fee: \$29.00
 04/01/2019 03:23 PM OSALINAS




 Nancy E. Rister, County Clerk
 Williamson County, Texas

① Hillwood Communities-Wolf Ranch
 129 Canyonview Rd
 Georgetown, TX 78628



PLAT MAP RECORDING SHEET

DEDICATOR(s):

H4WR PHASE 4 LLC
MHI PARTNERSHIP LTD
HIGHLAND HOMES-AUSTIN LLC
CITY OF GEORGETOWN

SUBDIVISION NAME: REPLAT OF REPLAT WOLF RANCH WEST SECTION 4A

PROPERTY IS DESCRIBED AS: SEE INSTRUMENT

SUBMITTED BY: CITY OF GEORGETOWN

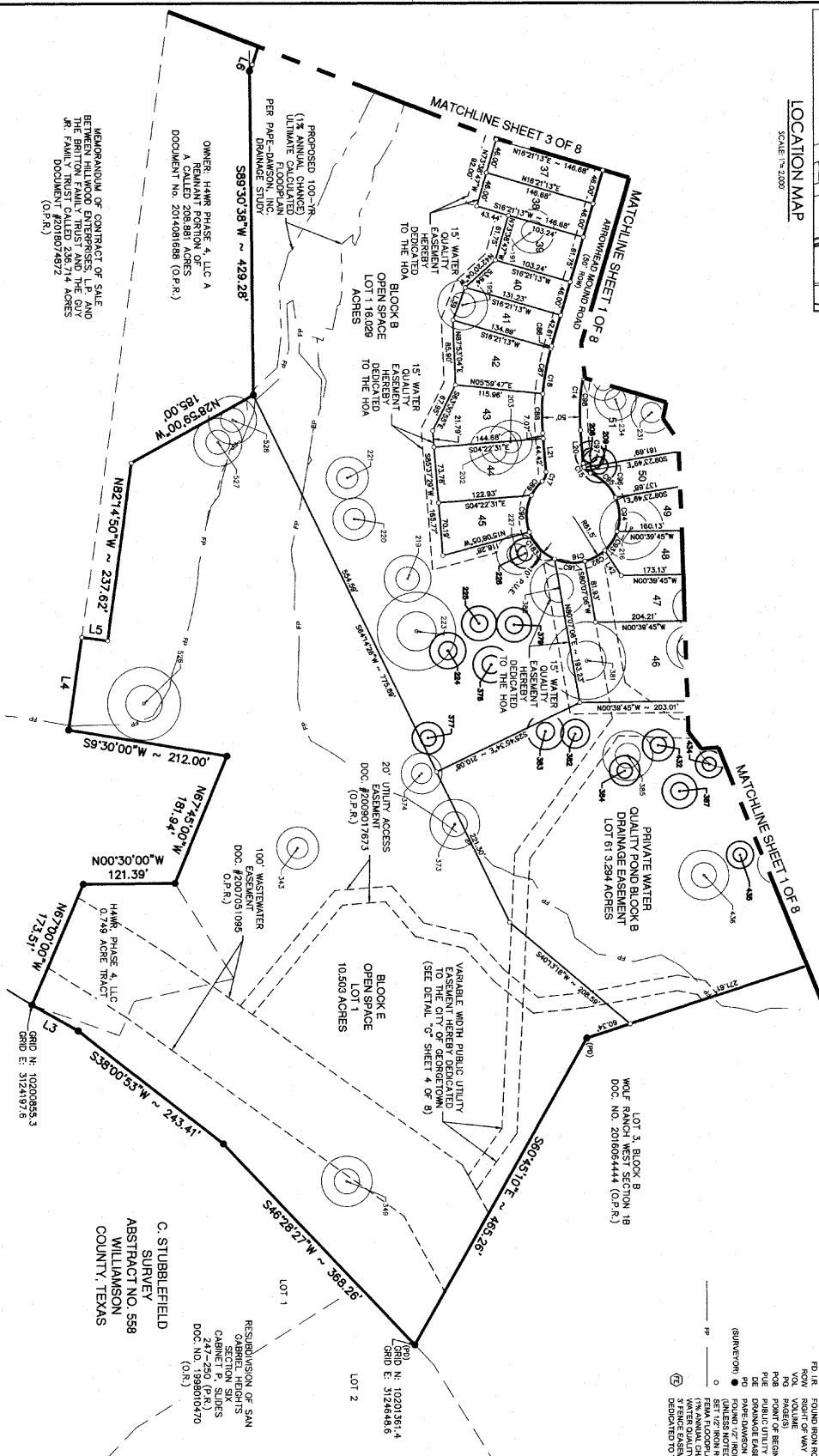
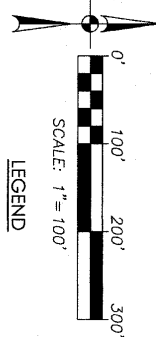
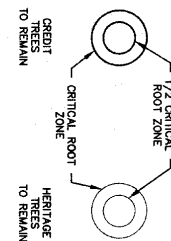
DIGITALLY RECORDED

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2020041451

PLAT Fee: \$616.00
04/24/2020 09:28 AM BMCKENZIE



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas



DATE OF PLAT SUBMITTAL: FEBRUARY 17, 2020

SHEET 2 OF 8

2020-16-FP

**PAPE-DAWSON
7th FLOOR
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #1002660

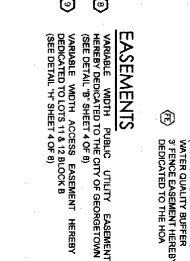
Date: Mar 13, 2020, 7:57am User ID: P0raham
File: C:\Users\jrood\OneDrive\Documents\Temp\ArPublish_11586\PI-507900_4A_82.docx

Civil Job No. 50790-40; Survey Job No. 50790-40

RE-PLAT OF RE-PLAT WOLF RANCH WEST, SECTION 4A

LEGEND

WD	WATER QUALITY
DOC. NO.	DOCUMENT NUMBER
OPR	OFFICIAL, PUBLIC RECORDS
	WILLIAMSON COUNTY, TEXAS
PR	PLAT RECORDS OF
	WILLIAMSON COUNTY, TEXAS
DR	DEED RECORDS OF
	WILLIAMSON COUNTY, TEXAS



EASEMENTS

17

VARIABLE WIDTH PUBLIC UTILITY EASEMENT
HEREBY DEDICATED TO THE CITY OF SEBASTOIAN
(SEE DETAIL, "B" SHEET 4 OF 8)

VARIABLE WIDTH ACCESS EASEMENT HEREBY
DEDICATED TO LOT 11 & 12 BLOCK B
(SEE DETAIL, "C" SHEET 4 OF 8)

WATER QUALITY BUFFER
3' FENCE EASEMENT HEREBY
DEDICATED TO THE HOA

[illegible]

DAWSON
ENGINEERS
P.O. BOX
COUNTY,
TEXAS

PAPER-DAWSON
ENGINEERS

AUSTIN : SAN ANTONIO : HOUSTON : FORT WORTH : DALLAS
10801 N. MURPHY CIRCLE, SUITE 200 : AUSTIN, TEXAS 78759 : 512-644-7711
FAX: 512-644-7712
TELEPHONE REGISTRATION #470 : TEXAS FIRM REGISTRATION #102028801


ENGINEERS

RE-PLAT
OF

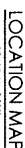
ABSTRACT NO. 656 IN WILLAMSON COUNTY, TEXAS



DETAIL "D"



DETAIL "F"



LEGEND



DETAIL "A"



DETAIL "B"



DETAIL "C"



DETAIL "H"



DETAIL "E"



DETAIL "J"



DETAIL "G"

**PAPE-DAWSON
ENGINEERS**

2020-16-FP

10001 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78756 | 512.454.8711
 TYPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #1002860

Date: Mar 13, 2020, 7:58am User ID: PGraham
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Civil Job No. 50790-40; Survey Job No. 50790-40

RE-PLAT OF RE-PLAT WOLF RANCH WEST, SECTION 4A

RE-PLAT WOLF RANCH WEST, SECTION 4A

Wolf Ranch West, section 4A Mitigation Calculations	
Total Heritage Tree inches	4,358.5
Total Credit Tree inches	525.5
Actual Heritage Tree inches Removed	1017.5
Percent Total Heritage Tree inches Removed	23.35%
Total Heritage Tree inches to be Mitigated (heritage tree inches removed less credit tree inches up to 50%)	508.8
Mitigation Fee per inch	\$ 200.00
Total Mitigation Fee =	\$ 101,750.00

Wolf Ranch West, Section 4A Heritage Trees			
Tree Number	Species	Diameter	Remnant Tree
1	Oak, live	22	Matt-Trunk
7	Oak, live	32.5	Matt-Trunk
13	Oak, live	29.5	Matt-Trunk
16	Oak, live	36.5	Matt-Trunk
18	Oak, live	31	Matt-Trunk
20	Oak, live	34.5	Matt-Trunk
33	Oak, live	26.5	Matt-Trunk
37	Oak, live	26	Single-Trunk
47	Oak, live	27	Double-Trunk
50	Oak, live	26.5	Matt-Trunk
56	Oak, live	33	Matt-Trunk
57	Oak, live	26.5	Matt-Trunk
58	Oak, live	35.5	Matt-Trunk
60	Oak, live	39.5	Matt-Trunk
62	Oak, live	42.5	Matt-Trunk
63	Oak, live	33.5	Matt-Trunk
65	Oak, live	29.5	Matt-Trunk
74	Oak, live	28.5	Matt-Trunk
84	Oak, live	26.5	Double-Trunk
87	Oak, live	28	Matt-Trunk
103	Oak, live	46	Matt-Trunk
125	Oak, live	28.5	Matt-Trunk
128	Oak, live	27.5	Matt-Trunk
132	Oak, live	51.5	Matt-Trunk
134	Oak, live	29	Matt-Trunk
135	Oak, live	41	Matt-Trunk
141	Oak, live	31	Matt-Trunk
141	Oak, live	26	Matt-Trunk
141	Oak, live	26.5	Double-Trunk
144	Oak, live	31	Matt-Trunk
148	Oak, live	27.5	Double-Trunk
165	Oak, live	27	Double-Trunk
168	Oak, live	26	Matt-Trunk
175	Oak, live	26	Single-Trunk
181	Oak, live	26.5	Double-Trunk
182	Oak, live	38	Single-Trunk
186	Oak, live	31	Matt-Trunk
187	Oak, live	37	Single-Trunk
188	Oak, live	35	Matt-Trunk
189	Oak, live	27	Single-Trunk
190	Oak, live	32	Single-Trunk
191	Oak, live	29	Matt-Trunk
195	Oak, live	33	Double-Trunk
197	Oak, live	34	Matt-Trunk
200	Oak, live	32	Matt-Trunk
202	Oak, live	32	Double-Trunk
203	Oak, live	29	Single-Trunk
216	Oak, live	42	Matt-Trunk
219	Oak, live	29	Double-Trunk
220	Oak, live	31	Single-Trunk
221	Oak, live	28	Single-Trunk
223	Oak, live	52	Single-Trunk
227	Oak, live	27	Single-Trunk
231	Oak, live	27	Single-Trunk
234	Oak, live	27.5	Matt-Trunk
235	Oak, live	26	Single-Trunk
239	Oak, live	28	Matt-Trunk
240	Oak, live	43	Single-Trunk
242	Oak, live	29	Double-Trunk
251	Oak, live	30	Single-Trunk
253	Oak, live	33.5	Matt-Trunk
258	Oak, live	26.5	Matt-Trunk
263	Oak, live	55	Matt-Trunk
264	Oak, live	26	Matt-Trunk
266	Oak, live	57	Matt-Trunk
275	Oak, live	42.5	Matt-Trunk
276	Oak, live	29.5	Matt-Trunk
277	Oak, live	36	Matt-Trunk
278	Oak, live	27	Matt-Trunk
284	Oak, live	31.5	Double-Trunk
285	Oak, live	29.5	Matt-Trunk
287	Oak, live	38.5	Matt-Trunk
290	Oak, live	41	Matt-Trunk
298	Oak, Durand	36	Matt-Trunk

Wolf Ranch West, section 4A Mitigation Calculations	
Total Heritage Tree inches	4,358.5
Total Credit Tree inches	525.5
Actual Heritage Tree inches Removed	1017.5
Percent Total Heritage Tree inches Removed	23.35%
Total Heritage Tree inches to be Mitigated (heritage tree inches removed less credit tree inches up to 50%)	508.8
Mitigation Fee per inch	\$ 200.00
Total Mitigation Fee =	\$ 101,750.00

Wolf Ranch West, Section 44, Credit Trees				
Tree Number	Species	Diameter	Tree Type	Removed Tree
93	Oak, Live	23	Single-Trunk	
166	Oak, Live	18	Single-Trunk	
208	Oak, Live	19	Single-Trunk	
209	Oak, Live	23	Single-Trunk	
224	Oak, Live	24	Single-Trunk	
225	Oak, Live	23	Single-Trunk	
226	Oak, Live	20	Single-Trunk	
243	Oak, Live	19	Single-Trunk	
261	Oak, Live	20	Single-Trunk	
272	Oak, Live	18.5	Single-Trunk	
274	Oak, Live	24	Single-Trunk	
308	Oak, Live	21	Single-Trunk	
309	Oak, Durand	22	Single-Trunk	
332	Oak, Live	18	Single-Trunk	
377	Oak, Live	21	Single-Trunk	
378	Oak, Live	24	Single-Trunk	
379	Oak, Live	23	Single-Trunk	
382	Oak, Live	19	Single-Trunk	
383	Oak, Live	24	Single-Trunk	
384	Oak, Live	20	Single-Trunk	
387	Oak, Live	23	Single-Trunk	
432	Oak, Live	21	Single-Trunk	
434	Oak, Live	18	Single-Trunk	
435	Oak, Live	18	Single-Trunk	
490	Oak, Live	22	Single-Trunk	
Total Section 44 Credit Inches =				525.5

[illegible]

DATE OF PLAT SUBMITTAL: FEBRUARY 17, 2020

[illegible]

11-01-0707

**Pape-Dawson
PAPE-DAWSON
P.D. ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLA-
S
10001 N. MOPEC AVE., BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8747
TYPE FIRM REGISTRATION #470 | TIER1A FIRM REGISTRATION #10050687

2020-1-6-FF

6 OF 8

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REPLAT OF

RE-PLAT WOLF RANCH WEST, SECTION 4A

A 75.34 ACRE TRACT OF LAND, BEING A PORTION OF THE RE-PLAT OF WOLF RANCH WEST, SECTION 4A, A SUBDIVISION RECORDED IN DOCUMENT NO. 201913309 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY DEDICATE TO THE CITY OF GEORGETOWN, TEXAS, AND DOES HEREBY CONSENT TO ALL PLAT NOTES AND REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE CITY OF GEORGETOWN, TEXAS, THE STREETS, ALLEYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

STATE OF TEXAS §
COUNTY OF TARRANT §
KNOW ALL MEN BY THESE PRESENTS

THAT THE PARTNERSHIP, LTD., A TEXAS LIMITED LIABILITY COMPANY, AS OWNERS OF LOTS 15 AND 16, OF BLOCK A, LOTS 10, 12, 14, 18, 20, 21, 23, 25, 31, 33-49, 51, 59, AND 60, OF BLOCK B, LOTS 30-37, OF BLOCK C, AND LOTS 1, 8, 13, 14, 15, 16, AND 20, OF BLOCK D OF THE RE-PLAT OF WOLF RANCH WEST, SECTION 4A, SUBDIVISION RECORDED IN DOCUMENT NO. 201913309 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DOES HEREBY CONSENT TO ALL PLAT NOTES AND REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE CITY OF GEORGETOWN, TEXAS, THE STREETS, ALLEYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

RE-PLAT OF RE-PLAT WOLF RANCH WEST, SECTION 4A

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 13 DAY OF MARCH, 2020

BY: [Signature]
NAME: Alex Davidson
TITLE: Director

STATE OF TEXAS §
COUNTY OF TARRANT §
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Alex Davidson, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13 DAY OF MARCH, 2020

BY: [Signature]
NAME: Patricia A. Schottel
TITLE: Notary Public

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: 10/12/2023

STATE OF TEXAS §
COUNTY OF TARRANT §
KNOW ALL MEN BY THESE PRESENTS

1. Ben Burich, AUTHORIZED AS SIGNATORY FOR AMERITY BANK, LEND HOLDER OF THE OF LOTS 15 AND 16, OF BLOCK A, LOTS 10, 12, 14, 18, 20, 21, 23, 25, 31, 33-49, 51, 59, AND 60, OF BLOCK B, LOTS 30-37, OF BLOCK C, AND LOTS 1, 8, 13, 14, 15, 16, AND 20, OF BLOCK D OF THE RE-PLAT OF WOLF RANCH WEST, SECTION 4A, SUBDIVISION RECORDED IN DOCUMENT NO. 201913309 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO ALL PLAT NOTES AND REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE CITY OF GEORGETOWN, TEXAS, THE STREETS, ALLEYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

RE-PLAT OF RE-PLAT WOLF RANCH WEST, SECTION 4A

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 14 DAY OF MARCH, 2020

BY: [Signature]
NAME: Ben Burich
TITLE: SVR

ADDRESS: 4578 RESEARCH FOREST DRIVE
THE WOODLANDS, TX 77380

STATE OF TEXAS §
COUNTY OF TARRANT §
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Ben Burich, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14 DAY OF MARCH, 2020

BY: [Signature]
NAME: Monika Blauke
TITLE: Notary Public

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: 08/14/2020

DATE OF PLAT: JANUARY 17, 2020

STATE OF TEXAS §
COUNTY OF DALLAS §
KNOW ALL MEN BY THESE PRESENTS

THAT HIGHLAND HOMES-AUSTIN, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS OWNERS OF LOTS 5, 8, 9, 11, 13, 15, 16, 18, 20, 22, 24, 36, AND 37 IN BLOCK B, LOT 6 IN BLOCK C, LOTS 9-12, LOTS 16-18, AND 23 IN BLOCK D, OF SAID RE-PLAT OF WOLF RANCH WEST, SECTION 4A, SUBDIVISION RECORDED IN DOCUMENT NO. 201913309 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO ALL PLAT NOTES AND REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE CITY OF GEORGETOWN, TEXAS, THE STREETS, ALLEYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

RE-PLAT OF RE-PLAT WOLF RANCH WEST, SECTION 4A

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 16 DAY OF MARCH, 2020

BY: [Signature]
NAME: Steve Stinson
TITLE: Vice President

STATE OF TEXAS §
COUNTY OF DALLAS §
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Steve Stinson, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16 DAY OF MARCH, 2020

BY: [Signature]
NAME: Shannon Susan Deak
TITLE: Notary Public

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: 1/12/2022

STATE OF TEXAS §
COUNTY OF DALLAS §
KNOW ALL MEN BY THESE PRESENTS

1. Bob Carroll, AUTHORIZED AS SIGNATORY FOR CROSS FIRST BANK, LEND HOLDER OF LOTS 5, 8, 9, 11, 13, 15, 16, 18, 20, 22, 24, 36, AND 37 IN BLOCK B, LOT 6 IN BLOCK C, LOTS 9-12, LOTS 16-18, AND 23 IN BLOCK D, OF SAID RE-PLAT OF WOLF RANCH WEST, SECTION 4A, SUBDIVISION RECORDED IN DOCUMENT NO. 201913309 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO ALL PLAT NOTES AND REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE CITY OF GEORGETOWN, TEXAS, THE STREETS, ALLEYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

RE-PLAT OF RE-PLAT WOLF RANCH WEST, SECTION 4A

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 16 DAY OF MARCH, 2020

BY: [Signature]
NAME: Bob Carroll
TITLE: Banker

ADDRESS: 2021 MONKEY AVE., SUITE 800
DALLAS, TX 75201

STATE OF TEXAS §
COUNTY OF DALLAS §
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Bob Carroll, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16 DAY OF MARCH, 2020

BY: [Signature]
NAME: Shannon Susan Deak
TITLE: Notary Public

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: 01/12/2022

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
1801 N. MOORE AVE., SUITE 200 | AUSTIN, TX 78703 | 512-464-8711
TYPE FIRM REGISTRATION #470 | TYPE FIRM REGISTRATION #10028801

RE-PLAT OF RE-PLAT WOLF RANCH WEST, SECTION 4A

I, SOFIA NELSON, PLANNING DIRECTOR OF THE CITY OF GEORGETOWN, DO HEREBY CERTIFY THIS
 PLAT IS APPROVED FOR FILING OF RECORDS WITH THE COUNTY CLERK OF WILLIAMSON COUNTY,
 TEXAS.

SOFTY NELSON, PLANNING DIRECTOR

I, MICHAEL S. FISHER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS REPEAT OF RE-PEAT OF WEST RANCH WEST SECTION (A) IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLOOD HAZARD AND EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP COMMAUNITY PANEL NUMBER 46849022020E, GEORGETOWN RECORDING NO. 2008, AND THAT EACH LOT CONFORMS TO THE CITY OF GEORGETOWN RECORDING NO. 2008.

THE PLOTS DISPLAYED CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE OWNERSHIP OF THE PLOTS ARE NOT AFFECTED BY ANY OTHER DRAINAGE EXHIBITS AND ARE PROTECTED (100 CFS FREQUENCY STORM) IS CONTAINED WITHIN THIS PLAT.

TO CREATE MUCH INTEREST AMONG MY HAND AND I SAY AT TEARS COUNTY, TEXAS THIS DAY OF

07/11/20
DATE

MICHAEL S. FISHER
REGISTERED PROFESSIONAL ENGINEER NO. 87700
PAPE-DAWSON ENGINEERS, INC.
TYPE, FIRM REGISTRATION NO. 470
TBPLS, FIRM REGISTRATION NO. 10028801
10801 N MOPAC EXPY,
RICH 1 SUITE 200

for R. Travis Perdue's
R. TRAVIS PERDUE, SECRETARY
by Marlene Mellick

3-17-2025
 DATE

 KAREN E FROST
NOTARY PUBLIC-STATE OF TEXAS
CONNM. EXP 05-24-2020
NOTARY ID 1053605-4

John G. Duncan
 PARKER, GRANT & COMPANY
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5556
 PAPER - DAMSON ENGINEERS, INC. #70
 TYPE - FIRM REGISTRATION NO. 10028601
 10801 N. MO'AC EXPY.
 BLDG. 3, SUITE 200
 AUSTIN, TEXAS, 78759



NANCY RISTER, CLERK, COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: Brenda McKenzie DEPUTY



**PAPE-DAWSON
ENGINEERS**



**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOLF RANCH RESIDENTIAL COMMUNITY**

Williamson County, Texas

THIS DOCUMENT AMENDS AND RESTATES IN THE ENTIRETY THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOLF RANCH RESIDENTIAL COMMUNITY, RECORDED UNDER DOCUMENT NO. 2015102163 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SUPPLEMENTED BY: (i) THAT CERTAIN SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OWNER'S ASSOCIATION OF WOLF RANCH RESIDENTIAL COMMUNITY [WOLF RANCH PHASE 2], RECORDED UNDER DOCUMENT NO. 2017089164 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; (ii) THAT CERTAIN SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OWNER'S ASSOCIATION OF WOLF RANCH RESIDENTIAL COMMUNITY [WOLF RANCH PHASE 4], RECORDED UNDER DOCUMENT NO. 2019024804 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND (iii) THAT CERTAIN SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OWNER'S ASSOCIATION OF WOLF RANCH RESIDENTIAL COMMUNITY [WOLF RANCH SECTION 6], RECORDED UNDER DOCUMENT NO. 2019051054 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

This First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wolf Ranch Residential Community may be used only in connection with the residential community known as Wolf Ranch Residential Community in Williamson County, Texas, and the operation of the Owners Association of Wolf Ranch Residential Community, Inc., a Texas nonprofit corporation.

**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOLF RANCH RESIDENTIAL COMMUNITY**

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**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOLF RANCH RESIDENTIAL COMMUNITY**

This First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wolf Ranch Residential Community (this "Declaration"), is made by **H4 WR, LP**, a Texas limited partnership (the "Declarant"), and is as follows:

RECITALS

A. On November 23, 2015, Declarant previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Wolf Ranch Residential Community, recorded under Document No. 2015102163 in the Official Public Records of Williamson County, Texas, as supplemented (collectively, the "Original Declaration").

B. Pursuant to Section 15.4 of the Original Declaration, until termination or expiration of the Declarant Control Period, the Original Declaration may be amended by Declarant (without the necessity of the joinder or consent of any other Person) in accordance with the Act by the recordation in the Real Property Records of a written instrument executed by Declarant setting forth such amendment.

C. This Declaration is filed with respect to that certain real property located in Williamson County, Texas, as more particularly described on Exhibit A, attached hereto and incorporated herein (collectively, the "Property").

D. Declarant is the current Declarant under the Original Declaration and the Declarant Control Period has not expired. Pursuant to Declarant's authority under Section 15.4 of the Original Declaration, Declarant desires to amend and restate the Original Declaration in its entirety, without the necessity of the joinder or consent of any other Person.

E. 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, Special Common Area and Service Areas as set forth in the Governing Documents; (iii) provide for the implementation of the powers and duties of the 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.

F. 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. **Amendment and Restatement of Original Declaration.** This Declaration amends, modifies, supercedes, and restates the Original Declaration in its entirety. Nothing herein contained shall be construed to impair the lien for Assessments in favor of the Association as set forth in the Original Declaration or the priority thereof.

Section 1.2. **Defined Terms.** Each capitalized term used in this Declaration shall have the meaning set forth in this Section 1.2:

"Access Easement." An easement as more particularly described in Section 7.2(a) of this Declaration.

"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.

"Alarm Monitoring Assessment". Assessments established, imposed and levied by the Board pursuant to Section 6.1 of this Declaration.

"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, 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, as the same may be amended from time to time.

"Assessment Policy." That certain policy adopted by the Board and recorded 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.

"Assessments." Regular Assessments, Special Assessments, Special Common Area Assessments, Service Area Assessments, Alarm Monitoring Assessments, and Individual Assessments owing to the Association by an Owner or levied against any Lot by the Board.

"Association." Owners Association of Wolf Ranch Residential Community, 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 H4 WR, LP, 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.

"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 the 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.

"Bulk Rate Contract" or "Bulk Rate Contracts" means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots. The services provided under Bulk Rate Contracts may include, without limitation, cable television services, telecommunications services, internet access services, "broadband" services, security services, trash pick-up services, propane service, natural gas service, lawn maintenance services, wastewater services, and any other services of any kind or nature which are considered by the Board to be beneficial to all or a portion of the Property. Each Bulk Rate Contract must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

"Bylaws." The Bylaws of the Association, which may be initially adopted and recorded in the Real Property Records by Declarant or the Board of the Association and recorded as part of the initial project documentation for the benefit of the Association. The Bylaws may be amended, from time to time, by the Declarant until expiration or termination of the Development Period or the Board. Any amendment to the Bylaws proposed by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. Upon expiration of the Development Period, the Bylaws may be amended by a Majority of the Board.

"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.

"Class A Members." The Owners of each Lot who are Members of the Association.

"Class B Member." The Declarant at all times on or before the termination of the Development Period.

"Common Area" or "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 6.5 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.

"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.

"County." Williamson County, Texas.

"Declarant." H4 WR, LP, a Texas limited partnership, 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 First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wolf Ranch 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" or "Declarant Control Period." The period commencing on the date of this Declaration and continuing until the earliest to occur of the date which is: (a) twenty-five (25) years after the date on which this Declaration is recorded; or (b) when Declarant, in its sole discretion, voluntarily relinquishes such right designated by written notice executed by the then Declarant and recorded in the Real Property Records. The Development Period is the period of time 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 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: (a) 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; (b) any action permitted under Section 12.12(b) of this Declaration; (c) any action permitted under Article VI of this Declaration in connection with the enforcement of any Owner's obligation to pay Assessments under this Declaration or collection of any past due or unpaid Assessments; (d) 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; (e) any disagreement that primarily involves title to any Lot; or (f) any suit in which the applicable statute of limitations would expire within one hundred eighty (180) days of the giving of notice as provided in this Declaration unless the Persons against 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 Easement." An easement as more particularly described in Section 7.2 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, Special Common Area, or on Lots, whether public or private, necessary for the proper drainage of surface storm water runoff within the Property.

"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.

"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, Special Common Area, Service Area and Lots including any buildings, residences, parking lots, parking structures, roadways, driveways, Shared 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 Section 15.15(a) of this Declaration.

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

"Initiation Assessment." Has the meaning assigned to such term in Section 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, 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 Areas or Special Common Area.

"Maintenance Standard." Good repair and condition for the Property necessary to maintain Common Areas, Special Common Area, Service Area 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.

"Majority." More than half.

"Maximum Number of Lots." Has the meaning assigned to such term in Section 2.3 of this Declaration.

"Members." Owners of Lots in the Property, including the Class A Members and the Class B Member, that hold membership privileges in the Association.

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

"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.

"MUDs." The utility district in which the Property is located, as further described in Section 3.4 of this Declaration.

"Notice of Plat Recordation." Has the meaning assigned to such term in Section 11.7 of this Declaration.

"Occupant." Any Person from time to time entitled to the use and occupancy of any Lot 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 eighteen percent (18%) per annum.

"Past Due Payment Plan." Has the meaning assigned to such term in Section 6.5 of this Declaration.

"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, subject to such additions thereto and deletions therefrom as may be made pursuant to Section 11.2 and Section 11.3 of this Declaration.

"Property Roads." Roads, bridges or drives, excluding Shared Driveways, now or hereinafter existing in the Property that are owned, operated and/or maintained by the Association and/or the City.

"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 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.

"Regular Assessment." Assessments established, imposed and levied by the Board 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.

"Rules and Regulations." All rules, regulations, procedures which the Declarant or the Board may adopt as part of the initial project documentation for the regulation and management of the Property, the Common Area, or the Special Common Area, including any amendments to those instruments. The Rules and Regulations may be amended or supplemented from time to time by the Declarant until expiration or termination of the Development Period or the Board. Any amendment to the Rules and Regulations proposed by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. Upon expiration of the Development Period, the Rules and Regulations may be amended by a Majority of the Board.

"Service Area." A group of Lots designated as a separate Service Area pursuant to this Declaration for purpose of receiving benefits or services from the Association which are not provided to all Lots. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Lots. A Lot may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in Section 3.9.

"Service Area Assessments." Assessments levied against the Lots in a particular Service Area to fund Service Area Expenses, as described in Section 6.4.

"Service Area Expenses." The estimated and actual expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Service Area, which may include a reasonable reserve for capital repairs and replacements.

"Shared Driveway" or "Shared Driveways" shall mean all "Access Easements" or "Variable Width Access Easements" as shown on a Plat, portions of which may be located on certain Access Easement Lots and Flag Lots, as more particularly described in Section 3.11 of this Declaration. The Shared Driveways are hereby designated as Special Common Area and an easement is hereby reserved in favor of certain Owners and the Association over and across the Shared Driveways, as more particularly described in Section 7.2(c) and Section 7.2(i) of this Declaration. The Shared Driveways will be maintained by the Association in good condition and repair, as determined from time to time by the Board, in accordance with Legal Requirements.

"Signage." Any signage, lettering, decorations, banners, advertising or marketing media, awnings, canopies, window covering, or any other similar type of expression on a Lot, Common Area or Special Common Area 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 Board pursuant to Section 6.1(d) of this Declaration.

"Special Common Area." 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 6.5 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; or (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, that is for the use, enjoyment, and benefit to one or more, but less than all, of the Lots and/or Members, and which is designated by Declarant in any written instrument recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Special Common Area. The Special Common Area will be maintained by the Association. The recorded written notice will identify the Lots and/or Members assigned to such Special Common Area and further indicate whether the Special Common Area is assigned to such parties for the purpose of exclusive use and the payment of Special Common Area Assessments, or only for the purpose of paying Special Common Area Assessments attributable thereto. By way of illustration and not limitation, Special Common Area might include such things as private drives and roads, Shared Driveways, gates, parking facilities, monumentation or signage, walkways, or landscaping.

"Special Common Area Assessments." Assessments levied against the Lots as described in Section 6.3 to fund Special Common Area Expenses.

"Special Common Area Expenses." The estimated and actual expenses incurred or expected to be incurred to operate, maintain, repair and replace Special Common Area, which may include a reserve for operations and capital repairs and replacements.

"State." The State of Texas.

"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, Common Area or Special 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, Common Area or Special Common Area in lieu thereof.

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

ARTICLE II SUBMISSION

Section 2.1. **Submission of the Property to this Declaration.** 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, 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 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 is limited and governed by the provisions of the Governing Documents; that the Declarant during the Development Period, and a Majority of the Board thereafter, 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. **Maximum Number of Lots.** The maximum number of Lots that may be created and made subject to the terms and provisions of this Declaration is three thousand (3,000) (the "**Maximum Number of Lots**"). 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.

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 the 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 the Property. **It is Declarant's intention for the Governing Documents to be in compliance with the Act. Declarant, in its absolute and sole discretion, may amend the Governing Documents during the Development Period 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, if applicable; (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 Rules and Regulations, the Lots and the Improvements thereon shall be used for single family residential purposes in accordance with the Governing Documents and Legal Requirements.

Section 3.2. **Common Areas and Special Common Areas.** No Owner shall obstruct or interfere with the use by other Owners, Declarant or the Association of the Common Areas or Special Common Area, nor shall any Owner keep or store anything on any part of the Common Areas or Special Common Area without the

prior written approval of the Association. No Owner shall alter, construct in or on or remove anything from the Common Areas or Special Common Area without the prior written approval of the Association. Neither the Association nor Declarant is obligated to construct any particular type or kind of Improvements on or within the Common Areas or Special Common Area.

Section 3.3. **Signage Rights.** During the Development Period, Declarant, in its sole and absolute discretion, shall have the right to: (a) erect Signage on Improvements, any Lot it owns, Common Areas or Special Common Area; and (b) grant approval to any other Person, including Builders, to erect Signage on Improvements, Lots, Common Areas or Special Common Area 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, an Owner who occupies and/or uses a Lot for single family residential purposes shall only be allowed to erect Signage on its Lot in accordance with the provisions related thereto set forth in the Rules and Regulations.

Section 3.4. **MUD Districts.** The Property is located within the Williamson County Municipal Utility District No. 28 and the Williamson County Municipal Utility District No. 29 (collectively, the, "MUDs") each created in accordance with Chapter 54 of the Texas Water Code. The MUDs possess certain powers which include, but are not limited to, the powers to acquire, construct and maintain a waterworks system, a sanitary sewer system, roads with related storm sewer drainage systems and other related services within the Property. The MUDs have the authority to tax Owners like any other Governmental Authority and will subject Owners to certain taxes and charges. Section 49.452(d) of the Texas Water Code requires a seller of real property in a water district to give notice to purchasers containing information about the district and the taxes and fees such district may charge. Samples of the required notices for the MUDs are attached to this Declaration as Exhibit B.

Section 3.5. **Landscaping Requirements.** All portions of a Lot not improved by Improvements or other buildings, residences, driveways, Shared Driveways, parking areas, walkways, patios or decks (referred to as the unimproved areas 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. Notwithstanding the foregoing, any portion of a Lot designated as Common Area or Special Common Area shall be landscaped and/or maintained by the Association. If any Owner fails to install required landscaping or fails to maintain such landscaping or 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 Declarant and Board Regarding Rules and Regulations.** In furtherance of the purposes of this Declaration, the Rules and Regulations may be amended or supplemented from time to time by the Declarant until expiration or termination of the Development Period or the Board. Any amendment to the

Rules and Regulations proposed by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. Upon expiration of the Development Period, the Rules and Regulations may be amended by a Majority of the Board. The Board may establish and enforce 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 in the Property, and to maintain upon the 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, but not limited to, the maintenance of temporary business or construction offices, material and equipment storage areas, trash bins, construction yards, equipment, signs, models, temporary sales offices, parking areas and lighting facilities.

Section 3.9. **Provision of Benefits and Services to Service Areas.**

(a) **Designation by Declarant.** Declarant, in any written notice recorded in the Real Property Records, may assign Lots to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Lots in addition to those which the Association generally provides to the Property. Declarant may unilaterally amend any written notice recorded in the Real Property Records to re-designate Service Area boundaries. All costs associated with the provision of services or benefits to a Service Area will be assessed against the Lots within the Service Area as a Service Area Assessment.

(b) **Petition by Owners.** In addition to Service Areas which Declarant may designate, any group of Owners may petition the Board to designate their Lots as a Service Area for the purpose of receiving from the Association: (i) special benefits or services which are not provided to all Lots; or (ii) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a Majority of the Lots within the proposed Service Area, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Lot among all Service Areas receiving the same service). Notwithstanding the foregoing, until expiration or termination of the Development Period, the Declarant shall have the right to withhold its consent for any petition to designate Lots as a Service Area in Declarant's sole and absolute discretion. If approved by the Board, the Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the total number of votes held by all Lots within the proposed Service Area, the Association will provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise acceptable to the Board. The cost and administrative charges associated with such benefits or services will be assessed against the Lots within such Service Area as a Service Area Assessment.

(c) **Addition or Removal of Improvement or Lots.** The Association may, from time to time, include additional components of Improvements or Lots or remove components of Improvements or Lots from a Service Area; however, unless otherwise approved by the Declarant during the Development Period, in no event may the Association at any time remove from any Service Area components of any Improvements or Lots previously designated as a Service Area under this Declaration. During the Development Period, any addition to a Service Area must also be approved by the Declarant. After expiration or termination of the Development Period, any addition or removal of components of Improvements or Lots must be approved by two-thirds (2/3) of the total number of votes held by all Lots within a Service Area. During the Development Period, the Service Area may be modified or amended by the Declarant, acting alone. Any modification or amendment to the Service Area must be recorded in the Real Property Records.

Section 3.10. **Party Wall.** A fence or wall located on or near the dividing line between two (2) Lots and intended to benefit both Lots constitutes a “Party Wall” and, to the extent not inconsistent with the provisions of this Section 3.10, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions and are subject to the following.

(a) **Encroachments & Easement.** If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this Section 3.10. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

(b) **Right to Repair.** If the Party Wall is damaged or destroyed from any cause, the Owner of either Lot may repair or rebuild the Party Wall to its previous condition, and the Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the Architectural Control Committee in accordance with Article XII of this Declaration.

(c) **Maintenance Costs.** The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Williamson County, Texas, and has the right to foreclose the lien as if it were a mechanic’s lien. The right of an Owner to require contribution from another Owner under this Section 3.10 is appurtenant to the Lot and passes to the Owner’s successors in title.

(d) **Alterations.** The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the Architectural Control Committee.

(e) **Dispute Resolution.** In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section 3.10 (the “Party Wall Dispute”), the parties shall submit the Party Wall Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board shall appoint a mediator. If the Party Wall Dispute is not resolved by mediation, the Party Wall Dispute shall be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board shall appoint an arbitrator. The decision of the arbitrator shall be binding upon the parties and shall be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board’s sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator’s or arbitrator’s decision, as applicable. If the Board implements the mediator’s or arbitrator’s decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for the cost of obtaining the all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner’s Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in this Declaration for

Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

Section 3.11. **Access Easement Lots and Flag Lots.** Certain Lots are referenced on certain Plats to be restricted to shared vehicular access in the access easement portions of two or more adjacent Lots (collectively, the "Access Easement Lots") and/or along staff portions of two or more adjacent Lots (collectively, the "Flag Lots"). The Access Easement Lots and Flag Lots include certain access easement portions and/or staff portions which are restricted for ingress and egress only. No building, structure, wall or fence shall be constructed within the access easement portions of any Access Easement Lot or the staff portions of any Flag Lot. For purposes of this Declaration, the access easement portions of an Access Easement Lot or the staff portions of a Flag Lot shall be designated as a Shared Driveway. Any reference to Shared Driveways herein shall also refer to include the access easement portions of the Access Easement Lots or the staff portions of the Flag Lots as shown on a Plat.

Section 3.12. **Shared Driveways Parking.** Unless otherwise approved by the Declarant or the Board, no vehicle may be parked on any Shared Driveway within the Property unless in the event of an emergency. "Emergency" for the purposes of the foregoing sentence shall mean an event which jeopardizes life or property. "Parked" as used herein shall be defined as a vehicle left unattended for more than thirty (30) consecutive minutes. No vehicle may be parked on a Shared Driveway constructed on a Lot if the vehicle, when parked, would obstruct or otherwise block ingress and egress. This provision will not apply to Declarant or its designee during the Development Period. Notwithstanding the foregoing, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed to be parked temporarily on a Shared Driveway during normal business hours for the purpose of serving any Access Easement Lot or Flag Lot; provided, however, no such vehicle shall remain on a Shared Driveway overnight or for any purposes unless prior written consent of the Board is first obtained.

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 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. **Duty to Accept Common Areas, Special Common Area and Improvements Transferred by Declarant.** The Association shall accept any Common Areas or Special Common Area, 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 or Special Common Area 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 or Special Common Area may be changed or altered from time to time as determined by the Board.

Section 4.5. **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.

Section 4.6. **Shared Driveways Access.** The Shared Driveways shall provide perpetual access across the Property for the Association, the Owners and Occupants of the Shared Driveway Lots or Flag Lots, and their invitees, police and other emergency vehicles, public and private utility maintenance and service personnel, solid waste collection services, the U.S. Postal Service, and government employees in pursuit of their official duties. Access to the Shared Driveways for the persons and entities referenced in the preceding sentence shall be reasonably provided by the Association. Any Shared Driveways located within the Property are Special Common Area and are administered and maintained by the Association. The Association, acting through the Board, has the express authority to adopt, amend, repeal, and enforce Rules and Regulations for use of the Shared Driveways, including but not limited to: (i) identification of vehicles used by Owners, Occupants and their guests; (ii) designation of parking or no-parking areas; (iii) limitations or prohibitions on curbside parking; (iv) removal or prohibition of vehicles that violate applicable Rules and Regulations; and (v) fines for violations of applicable Rules and Regulations.

Section 4.7. **Maintenance Provided by Association.** The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner or Occupant of any Lot or any other person or resulting from any utility, rain, snow or ice which may leak or flow from any portion of Common Area, Special Common Area, or Service Area, or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to any Owner or Occupant of any Lot for loss or damage, by theft or otherwise, of any property, which may be stored in or upon any of the Common Area, Special Common Area, or Service Area or any Lot. The Association shall not be liable to any Owner or Occupant, for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Declaration. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association or from any action taken by the Association to comply with any law ordinance or with any order or directive of any municipal or other governmental authority.

Section 4.8. **Bulk Rate Contracts.** Without limitation on the generality of the Association powers set out in Section 4.1 hereinabove (except that during the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant), the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. The Association may, at its option and election, add the charges payable by such Owner under such Bulk Rate Contract to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Lot. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Declaration with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot which is reserved under the terms and provisions of this Declaration. In addition, in the

event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12 day period), in addition to all other rights and remedies available pursuant to Applicable Law, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or the Occupant of such Owner's Lot) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner (or the Occupant of such Owner's Lot) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

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 During the Declarant Control Period. Until such time as the Development Period has expired or terminated, there shall be two classes of voting Members in the Association. The Class B Member shall be entitled to exercise ten (10) votes for every one vote entitled to be cast by the Class A Members with respect to any matter on which Members shall be entitled to vote in accordance with the Governing Documents. THE CLASS A MEMBERS ACKNOWLEDGE AND AGREE, BY THEIR ACCEPTANCE OF THE DEED TO THEIR LOTS, THAT UNTIL THE TERMINATION OF THE DEVELOPMENT PERIOD, THE CLASS B MEMBER POSSESSES THE MAJORITY OF THE VOTING INTERESTS IN THE ASSOCIATION AND SHALL BE ABLE TO CONTROL, THROUGH THE VOTING PROCESS, ANY MATTERS COMING BEFORE THE ASSOCIATION FOR A VOTE, SUBJECT TO THE REQUIREMENTS OF THE GOVERNING DOCUMENTS.

(c) Class Membership. Upon the expiration or termination of the Development Period, there shall be no more classes of Members, the Class B Membership shall terminate and the rights of all Members shall be identical, including the election of the Board, and the procedures for the election of the members of the Board shall be in accordance with the Act and as set forth in the Bylaws. Unless a different allocation of votes is required by any Legal Requirement or in this Declaration, all Members shall, at that time, be entitled to exercise one vote per Lot with respect to any matter of the Association on which Members shall be entitled to vote.

(d) Transition of the Board during Development Period. Notwithstanding the provisions of Section 5.1(b) above:

(i) The Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. Notwithstanding the foregoing provision or any provision in this Declaration to the contrary, 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 Class A 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 Class A Members. Declarant shall continue to have the sole right to appoint and remove two-thirds (2/3) 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 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 Assessments 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, Individual Assessments, Special Common Area Assessments and Service Area Assessments as provided for in this Declaration, including those set forth in this **Article VI**.

(a) **Initiation Assessment.** Declarant herein establishes an Initiation Assessment. The amount of the Initiation Assessment shall be established by the Board (the "**Initiation Assessment**") payable to the Association upon an Owner's acquisition of a Lot. Each Owner, excluding Declarant, Declarant's Affiliates, and any Builder, shall, at the time such Owner acquires a Lot, pay the Initiation Assessment to the Association. Any Builder, shall, at the time such Builder acquires a Lot, pay to the Association an amount equal to the then-current Regular Assessment in cash or other current funds as a contribution toward the administrative and other expenses of the Association. Notwithstanding anything to the contrary herein, either the 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 the 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 not be considered an advance payment of any Assessments set forth herein and is not refundable. The Declarant and Declarant's Affiliates shall be exempt from paying the Initiation Assessment.

(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: (i) assessed to Owners and against each Owner's Lot (the "**Regular Assessments**"); (ii) shall be allocated and assessed equally

among the total number of Lots, except as otherwise set forth in this Section 6.1(b) (iii) shall be due and payable annually, or on such dates as otherwise determined by Declarant or established by the Board; (iv) shall be applied to the payment of Common Expenses; and (v) which excludes the operation, maintenance, repair and management costs and expenses associated with any Service Area and Special Common Area. Any Builder shall be assessed against each Builder's Lot, an amount equal to the then-current Regular Assessment. Notwithstanding the foregoing, pursuant to Section 6.1(e) of this Declaration, a Builder shall be exempt from the portion of the Regular Assessment relating to the Alarm Monitoring Costs during its ownership of a Lot.

(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. 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 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 Regular Assessments allocated to a Lot and payable by an Owner by more than fifteen percent (15%) from the immediately preceding fiscal year, except for Charges requested by the Association to be incurred pursuant to the Governing Documents or Legal Requirements, such Budget must be approved by the affirmative vote of at least fifty-one percent (51%) of the Members entitled to vote at such time.

(d) Special Assessments. In addition to the Regular Assessments contemplated by Sections 6.1(b) and (c) of this Declaration, the Board may establish Special Assessments from time to time as 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 thirty (30) days of receipt of notice of such Special Assessment, or as otherwise specified in such notice.

(e) Alarm Monitoring Services. The Board may incur additional Common Expenses, from time to time, as may be necessary or appropriate in the judgment of the Board to pay the costs of third-party alarm monitoring for each Lot ("Alarm Monitoring Costs"). The services described above (the "Alarm Monitoring Services") shall be at the discretion of the Board and may be modified, changed or eliminated by the Board in its sole discretion. The Alarm Monitoring Costs are designated as Common Expenses and the Association shall pay the Alarm Monitoring Costs through the assessment of Regular Assessments as described in Section 6.1(b) above. The Association shall commence the Alarm Monitoring Services after the conveyance of a Lot with a residence from a Builder to a third party with respect to such Lot. Accordingly, a Builder shall be exempt from the portion of the Regular Assessment relating to the Alarm Monitoring Costs during its ownership of a Lot.

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.

Section 6.3. **Special Common Area Assessments.** The Board shall possess the right, power, authority and obligation to establish a Special Common Area Assessment for the payment of Special Common Area Expenses as provided for in this Declaration. The Board shall establish the amount sufficient, in the judgment of the Board, to pay all Special Common Area Expenses. The amount established to pay Special Common Area Expenses shall be assessed equally among the Lots assigned to such Special Common Area (the "Special Common Area Assessments"). The Special Common Area Assessments shall be due and payable annually, or on such dates as otherwise determined by Declarant or established by the Board, and shall be applied to the payment of Special Common Area Expenses.

Prior to the commencement of each fiscal year of the Association, the Board shall establish and adopt a budget for the anticipated Special Common Area Expenses for the ensuing fiscal year, notify Owners of such budget and make the budget available for review by all Owners assigned to such Special Common Area. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the Special Common Area 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 Special Common Area Assessments contemplated thereby. In such event, the Owners shall continue paying Special Common Area 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 Special Common Area Assessment and (ii) any decrease in the Special Common Area Assessment shall be credited towards the Special Common Area Assessments next due and payable. The Board shall have the right to amend any budget at any time in which event the portion of the Special Common Area Assessments assessed against each Lot and the corresponding payment obligation of each Owner shall be adjusted accordingly, if applicable.

Section 6.4. **Service Area Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year which may include a reasonable provision for contingencies and an appropriate replacement reserve. The total amount of assessments levied to pay for Service Area Expenses for each Service Area (the "Service Area Assessments") will be allocated either: (i) equally; or (ii) based on the benefit received among all Lots within the benefited Service Area, as determined in the absolute discretion of the Board. All amounts that the Association collects as Service Area Assessments will be expended solely for the benefit of the Service Area for which they were collected and will be accounted for separately from the Association's general funds.

Section 6.5. **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 6.7, 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, Special Common Area, Service Area 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 Board may adopt and record in the Real Property Records an Assessments Policy setting forth guidelines and establishing an alternative assessment 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 Assessments 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 Assessments Policy and the Act; provided, however, if the Association is not taking the action permitted in this Section 6.5 the Declarant may exercise such rights for its own benefit and the benefit of the Association.

Section 6.6. **Lien to Secure Payment of Assessments.** Subject to Section 6.11 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 6.7. **Commencement of Obligation to Pay Regular Assessments and Alarm Monitoring 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. Alarm Monitoring Assessments as to a Lot shall commence on the date that a Builder conveys such Lot to an Owner other than a Builder, Declarant or Declarant's Affiliates. 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. Any subsidy and the characterization thereof will be disclosed as a line item in the annual budget prepared by the Board and attributable to such Assessments. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

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, Special Common Area and Lots or any parcel of Property owned by the Association.

Section 6.8. **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 6.9. **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 6.10. **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, any record retention policy adopted by the Board and filed of record in the Real Property Records and the Act. The costs associated with compilation, production and reproduction of information contemplated in this Section 6.10 shall be set forth in the records retention, inspection, production and copying policy adopted by the Board.

Section 6.11. **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 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.

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 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) **Special 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 Special Common Area as set forth in the Governing Documents, each Owner which has been assigned use of a Special Common Area, and such Owner's Designees and invitees shall have a nonexclusive easement over, upon, across and with respect to all of such Special 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 Special Common Area for such other purposes permitted under the Governing Documents.

(d) **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.

(e) **Utility 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.

(f) Zero Lot Line Easement. The Property includes zero lot line structures. Zero lot line structures exist when one side elevation of a residence, garage, or other ancillary structure is constructed on or immediately adjacent to the side boundary line of the Lot (the "Zero Elevation"). This is an intended feature of the Property. Due to the close proximity of the Zero Elevation to the side Lot line, the Owner of the Lot on which the Zero Elevation has been constructed (the "Dominant Lot") will periodically be required to access the Lot immediately adjacent to the Zero Elevation (the "Adjacent Lot"). In addition, certain components of the residence approved by the Architectural Control Committee and constructed on the Dominant Lot, including but not limited to portions of the roof, may encroach on the Adjacent Lot (a "Permitted Residential Encroachment"). Each Owner of a Dominant Lot is hereby granted a three foot (3') easement over and across the Adjacent Lot for: (i) each Permitted Residential Encroachment; (ii) storm water and sheet flow drainage from the Dominant Lot to the Adjacent Lot; and (iii) to the extent reasonably necessary, for the maintenance and reconstruction of residential improvements located on the Dominant Lot and any Permitted Residential Encroachment. In addition, the Board may require that the Owner of the Dominant Lot abide by reasonable rules with respect to use and protection of the Adjacent Lot during any such maintenance or reconstruction. If an Owner damages an Adjacent Lot or any Improvements constructed thereon when exercising the maintenance and reconstruction easement granted hereunder, the Owner of the Dominant Lot will be required to restore the Adjacent Lot to the condition which existed prior to any such damage, at the Dominant Lot Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Dominant Lot Owner is notified in writing of the damage by the Association or the Owner of the Adjacent Lot.

(g) Zero Lot Line Builder Easement. The Declarant hereby reserves an easement for the benefit of a Builder over and across a three foot (3') strip of land for a single story residence and a five foot (5') strip of land for a double story residence parallel and adjacent to each side of the common boundary line between a Dominant Lot and an Adjacent Lot for the purpose of constructing a single-family residence and related Improvements on either such Lot. The Builder will use reasonable precautions to protect any existing single family residence constructed on the Lot. If the Builder damages any single family residence when exercising the easement reserved hereunder, the Builder will be required to repair the damage to the single-family residence, at the Builder's expense, within a reasonable period of time not to exceed thirty (30) days after the date of the damage. If any landscaping or Improvement other than the single-family residence is damaged when exercising the easement reserved hereunder, the Builder will repair such damage on or before the expiration of thirty (30) days after the single-family residence and related Improvements then being constructed by the Builder are fully complete.

(h) Easement of Cooperative Support. Each Owner is granted an easement of cooperative support over each adjoining Lot as needed for the common benefit of the Property or single-family residences that share any aspect of the Property that requires cooperation. By accepting an interest in or title to a Lot, each Owner: (i) acknowledges the necessity for cooperation; (ii) agrees to try to be responsive and civil in communications pertaining to the Property and to the Association; (iii) agrees to provide access to his Lot when needed by the Association to fulfill its duties; and (iv) agrees to try refraining from actions that interfere with the Association's maintenance and operation of the Property.

(i) Shared Driveways Easement. An easement over and across each Access Easement Lot and Flag Lot is hereby reserved by the Declarant for the benefit of the Association for the purpose of maintaining the Shared Driveways in good condition and repair, as determined, from time to time, by the Board, and in accordance with Legal Requirements. In addition, Declarant hereby reserves an easement for vehicular and pedestrian ingress and egress over and across the Shared Driveways as shown on a Plat. Unless otherwise approved by the Declarant or the Board, no vehicle may be parked on any Shared Driveway within the Property unless in the event of an emergency. "Emergency" for the purposes of the foregoing sentence shall mean an event which jeopardizes life or

property. "Parked" as used herein shall be defined as a vehicle left unattended for more than thirty (30) consecutive minutes. No vehicle may be parked on a Shared Driveway constructed on a Lot if the vehicle, when parked, would obstruct or otherwise block ingress and egress. This provision will not apply to Declarant or its designee during the Development Period. Notwithstanding the foregoing, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed to be parked temporarily on a Shared Driveway during normal business hours for the purpose of serving any Access Easement Lot or Flag Lot; provided, however, no such vehicle shall remain on a Shared Driveway overnight or for any purposes unless prior written consent of the Board is first obtained. The easement reserved herein by the Declarant is perpetual and appurtenant to each Access Easement Lot and Flag Lot. The easement reserved hereunder for the benefit of the Association shall be considered Special Common Area, and the Association shall discharge the expenses incurred to maintain, repair and replace the Shared Driveways through Special Common Area Assessments.

(j) 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.

(k) 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 and Special Common Area 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 or Special Common Area 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 (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. 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 owner 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.

(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 Special Common Areas. Except as otherwise provided in the Governing Documents or as otherwise maintained by a district described herein, the Special Common Areas shall be maintained by the Association, the cost and expense of which shall constitute a Special Common Area Expense and shall be payable as a Special Common Area Assessment, 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 Special Common Areas caused by the negligence or misconduct of an Owner, Occupant or an Owner's Designees. If an Easement Area is located in a Special Common Area, then all maintenance, repairs and replacements of, in or to such Easement Area, ordinary or extraordinary, foreseen or unforeseen, shall be performed by the Association and shall constitute a Special Common Area Expense and shall be payable as a Special Common Area Assessment.

(d) 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 or Special 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 set forth in Section 8.1(b) and Section 8.1(c) of 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;
- (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, Special Common Area, 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 regarding Common Area shall constitute a Common Expense and regarding Special Common Area shall constitute a Special Common Area 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) on hundred percent (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 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.

Section 10.3. **Special Common Area Condemnation Provisions.** If all or any part of the Special 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 Special Common Area 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 Special Common Area following a partial Taking shall be Special Common Area Expense. If any condemnation proceeds remain following the restoration or repair of the Special Common Area following a partial Taking, such condemnation proceeds shall be held by the Association and used to pay other Special Common Area Expenses.

ARTICLE XI DEVELOPMENT RIGHTS

Section 11.1. **Development Rights.** In accordance with and only if permitted by the Act, Declarant reserves for itself during the Development Period in accordance with the Governing Documents, 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, Common Areas, Special Common Area and Service Areas, and to convert Lots owned by Declarant or Declarant's Affiliates into Common Areas or Special Common Area; (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 or Special Common Area, reduce or diminish the size of portions of the Common Areas and Special Common Area, 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 and Special Common Area; (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, Special Common Area 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 and Special Common Area, 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, Common Areas, Special Common Area or Service 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 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 the 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.

Section 11.7. **Notice of Plat Recordation.** Declarant may, at any time and from time to time, file a notice of plat recordation (a "Notice of Plat Recordation"). A Notice of Plat Recordation is recorded in the Real Property Records for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Declaration after portions of the Property is made subject to a Plat. Unless otherwise provide in the Notice of Plat Recordation, portions of the Property included in the Plat identified in the Notice of Plat Recordation, but not shown as a residential Lot on such Plat, shall be automatically withdrawn from the terms and provisions of this Declaration (without the necessity of complying with the withdrawal provisions set forth in Section 11.3). Declarant shall have no obligation to record a Notice of Plat Recordation and failure to record a Notice of Plat Recordation shall in no event remove any portion of the Property from the terms and provisions of this Declaration.

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 (5) 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 (3). 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; (b) providing for changes in technology, industry standards, style, materials, safety issues, consistency with updated building codes or Legal Requirements; or (c) for any 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 Section 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 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 as 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 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 for 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 record retention, inspection, production and copying policy adopted by the Board. 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 of this Declaration and Section 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.

Section 12.13. Interior Improvements. Notwithstanding any other provisions of this Declaration or the Architectural Guidelines, an Owner may make improvements and alterations within the interior of any Improvements on its Lot without first obtaining Architectural Control Committee approval, provided such do not change the exterior appearance of any Improvements.

Section 12.14. Certificate of Compliance. Upon request by an Owner who has complied with the provisions of this Article XII, the Association shall deliver to such Owner, a written certificate of such compliance in recordable form and such certificate shall be conclusive evidence of such compliance.

ARTICLE XIII PROPERTY ROADS

Section 13.1 Property Roads. The City shall be solely responsible for the management and operation of the Property Roads. If approved by the City, 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 fifteen (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 therefore to the other Owner or Owners involved in such Dispute and the Association. With respect to such mediation, the parties shall, within ten (10) 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 (10) 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 thirty (30) days after the mediator has been agreed upon or appointed and shall occur at a mutually acceptable location in 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 thirty (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 fifteen (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 (10) 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 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 (without the necessity of the joinder or consent of any other Person) in accordance with the Act 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. During the Development Period, Declarant, without a vote of the Owners or approval by the Mortgagees or the Association, may amend the Governing Documents in any manner necessary to meet the requirements of the Federal National Mortgage Association, the Federal National Home Loan Mortgage Corporation, the Federal Housing Administration or the Veterans Administration or the Act (as may be amended).

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 upon the vote of sixty-seven percent (67%) of the votes entitled to be cast at a duly called meeting of the Members at which a quorum is present. 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 thirty (30) days written notice to the Association in the manner set forth herein:

Declarant: H4 WR, LP, a Texas limited partnership
c/o Hillwood Development Company, LLC
3000 Turtle Creek, Blvd.
Dallas, Texas 75219
Attention: General Counsel

Association: Wolf Ranch 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, Special Common Area, 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 Special Common Area; 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 Section 15.15 of 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, SPECIAL COMMON AREA DAMAGE AND/OR SERVICE AREA DAMAGE.

Section 15.16. **Liability of Owners for Damage.** Each Owner shall be liable to the Association, for any damage to the Common Areas, Special Common Area, 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 thirty (30) days of an Owner's receipt of notice of such payment. If an Owner fails to make such payment within such thirty (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 6.6 of this Declaration.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, Declarant has duly executed this Declaration on the 7 day of April, 20 20.

DECLARANT:

H4 WR, LP,
a Texas limited partnership

By: BOH Investments GP, LLC,
a Delaware limited liability company,
its general partner

By: Fred Balda
Name: Fred Balda
Title: President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on April 7, 20 20, by Fred Balda
President of BOH Investments GP, LLC, a Delaware limited liability company, on behalf of said
limited liability company, in its capacity as sole general partner of H4 WR, LP, a Texas limited partnership, on
behalf of said limited partnership.

Shannon Susan Dear
Notary Public, State of Texas

List of Exhibits:

Exhibit A - Legal Description of the Property

Exhibit B – MUD Notice to Purchasers

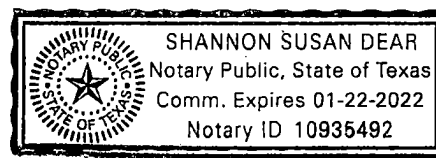


EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY****PHASE 1A**

An 83.213 acre tract of land, being a portion of Tract 2, Parcel 2, a called 162.77 acre tract recorded in Volume 482, Pages 256-259 of the Deed Records of Williamson County, Texas and all of a certain tract of land described in Volume 367, Pages 286-287 of the Deed Records of Williamson County, Texas (does not form a mathematically closed figure), situated in the Orville Perry, Survey, Abstract 10, in the City of Georgetown, Williamson County Texas. Said 83.213 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (NA 2011) Epoch 2010.00, from the Texas Coordinate System established for the Central Zone:

- (a) BEGINNING: At a found $\frac{3}{8}$ " iron rod, a southwest corner of Tract 2, Parcel 1, of said called 202.149 acre tract and the southwest corner of the northwest cutback line of County Road 265, a called 5.252 acre tract recorded in Document No. 2005080398 of the Official Public Records of Williamson County, Texas and Wolf Ranch Parkway, a called 5.772 acre tract recorded in Document No. 2005082790 of the Official Public Records of Williamson County, Texas;
- THENCE: N 87°22'15" W, along and with the south line of Tract 2, Parcel 1, of said called 202.149 acre tract and the north right of way line of said County Road 265, a distance of 82.02 feet to a to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson"; a southwest corner of Tract 2, Parcel 1, of said called 202.149 acre tract, a point in the north right of way line of said County Road 265 and the southeast corner of said certain tract of land described in Volume 367, Pages 286-287 of the Deed Records of Williamson County, Texas,
- THENCE: Along and with the south line of said certain tract of land recorded in Volume 367, Pages 286-287 and the north right of way line of said County Road 265 the following calls and distances:
- S 83°47'16" W, a distance of 688.77 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";
- S 80°37'24" W, a distance of 142.07 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";
- THENCE: S 75°47'43" W, along and with the south line of said certain tract of land recorded in Volume 367, Pages 286-287 of the Deed Records of Williamson County, Texas and the north right of way line of said County Road 265, at a distance of 167.39 feet passing the southwest corner of said certain tract of land recorded in Volume 367, Pages 286-287 of the Deed Records of Williamson County, Texas and a southeast corner of Tract 2, Parcel 2, of said called 162.77 acre tract, continuing along and with the south line of Tract 2, Parcel 2, of said called 162.77 acre tract and the north right of way line of said County Road 265 for a total distance of 467.03 feet to a found $\frac{1}{2}$ " iron rod, the southwest corner of Tract 2, Parcel 2, of said called 162.77 acre tract, the southeast corner of a called 39.17 acre tract recorded in Document No. 2006101010 of the Official Public Records of Williamson County, Texas and a point in the north right of way line of said County Road 265;
- THENCE: N 10°38'56" W, departing the north right of way line of said County Road 265, along and with the west line of Tract 2, Parcel 2, of said called 162.77 acre tract and the east line of said called

39.17 acre tract, a distance of 1825.79 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson", a point in the west line of Tract 2, Parcel 2, of said called 162.77 acre tract and a point in the east line of said called 39.17 acre tract;

THENCE: N 49°00'14" E, departing the west line of Tract 2, Parcel 2, of said called 162.77 acre tract and the east line of said called 39.17 acre tract, over and across said called 162.77 acre tract, a distance of 1280.89 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson", the southwest line of a called 120 acre tract recorded in Volume 232, Pages 578-579 of the Deed Records of Williamson County, Texas and the northwest line of the aforementioned Tract 2, Parcel 1, of said called 202.149 acre tract the following calls and distances;

THENCE: S 35°50'41" E, along and with the northeast line of Tract 2, Parcel 1, of said called 162.77 acre tract and the southwest line of said called 120 acre tract, a distance of 105.15 feet to a found $\frac{1}{2}$ " iron rod, a northeast corner of Tract 2, Parcel 2 of said called 162.77 acre tract, the south corner of said called 120 acre tract and a the northwest corner of the aforementioned called 202.149 acre tract;

THENCE: N 30°32'29" E, along and with the southeast line of said called 120 acre tract and the northwest line of Tract 2, Parcel 1 of said called 202.149 acre tract, a distance of 411.97 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson", from which a found $\frac{1}{2}$ " iron rod bears N 10°19'51" E, 295.55 feet;

THENCE: Departing the southeast line of said called 120 acre tract and the northwest line of Tract 2, Parcel 1 of said called 202.149 acre tract, over and across said Tract 2, Parcel 1 of said called 202.149 acre tract, from which a found $\frac{1}{2}$ " iron rod bears N 10°38'56" W, 647.30 feet;

S 48°05'21" E, a distance of 207.23 feet to a calculated point;

S 06°56'13" E, a distance of 470.30 feet to a calculated point and;

S 69°03'13" E, a distance of 401.66 feet to a calculated point, a point in the west right of way line of said Wolf Ranch Parkway;

THENCE: Continuing along and with the west right of way line of said Wolf Ranch Parkway, the following calls and distances:

Southwesterly, along a tangent curve to the left said curve having radius of 1031.94 feet, a central angle of 18°15'44", a chord bearing and distance of S 10°24'21" W, 327.52 feet, an arc length of 328.92 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

S 01°16'30" W, a distance of 703.24 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the right said curve having radius of 1967.91 feet, a central angle of 06°41'32", a chord bearing and distance of S 04°37'16" W, 229.73 feet, an arc length of 229.86 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

Southwesterly, along a reverse curve to the left said curve having radius of 2031.91 feet, a central angle of 10°12'56", a chord bearing and distance of S 02°51'34" W, 361.80 feet, an arc length of 362.28 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

Southeasterly, along a reverse curve to the right said curve having radius of 884.05 feet, a central angle of 03°12'28", a chord bearing and distance of S 00°38'40" E, 49.49 feet, an arc length of 49.50 feet to a point;

Southeasterly, along a reverse curve to the left said curve having radius of 1349.75 feet, a central angle of 03°12'28", a chord bearing and distance of S 00°38'40" E, 75.56 feet, an arc length of 75.57 feet, to a found ½" iron rod;

S 02°14'54" E, a distance of 177.66 feet to a found cotton gin spindle and;

THENCE: S 39°42'17" W, along and with the southwest line of Tract 2, Parcel 1, of said called 202.149 acre tract and the northwest cutback line of said Wolf Ranch Parkway and the aforementioned County Road 265, a distance of 37.34 feet to the POINT OF BEGINNING and containing 83.213 City of Georgetown, Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Engineers, Inc. under Job No. 50790-00 by Pape Dawson Engineers, Inc.

PHASE 2

A 59.611 ACRE TRACT OF LAND, BEING OUT OF A REMNANT PORTION OF A CALLED 138.521 ACRE TRACT CONVEYED TO H4 WR, LP IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2014081688 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE ORVILLE PERRY SURVEY, ABSTRACT 10, IN WILLIAMSON COUNTY, TEXAS. SAID 59.611 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point in the west right-of-way line of Wolf Ranch Parkway, a variable width right-of-way, recorded in Document No. 2005082790 of the Official Public Records of Williamson County, Texas, same being a northeast corner of Wolf Ranch West, Section 1A, Phase 2, recorded in Document No. 2016085272 of the Official Public Records of Williamson County, Texas, for the southeast corner and POINT OF BEGINNING hereof;

THENCE departing the west right-of-way line of said Wolf Ranch Parkway, with the north boundary line of said Wolf Ranch West, Section 1A, Phase 2 the following twelve (12) courses and distances:

1. N 69°03'13" W, a distance of **195.08 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangent curvature,
2. along the arc of curve to the left, having a **radius of 1335.00 feet**, a **central angle of 03°23'20"**, a **chord bearing and distance of S 18°09'25" W, 78.95 feet**, an **arc length of 78.96 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangency,
3. N 67°00'56" W, a distance of **72.21 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
4. S 85°46'10" W, a distance of **150.39 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
5. N 05°42'02" W, a distance of **147.60 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,

6. **N 09°16'17" W**, a distance of **50.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
7. **S 80°43'44" W**, a distance of **102.88 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangent curvature,
8. along the arc of a curve to the right, having a **radius of 25.00 feet**, a **central angle of 85°37'28"**, a **chord bearing and distance of N 56°27'33" W, 33.98 feet**, an **arc length of 37.36 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for appoint of tangency,
9. **N 13°38'49" W**, a distance of **12.54 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
10. **S 76°21'11" W**, a distance of **182.27 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
11. **N 13°38'49" W**, a distance of **183.91 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, and
12. **N 06°02'56" E**, a distance of **36.12 feet** to a ½" iron rod found for a north corner of said Wolf Ranch West, Section 1A, Phase 2, same being a southeast corner of a called 120-acre tract, recorded in Volume 232, Pages 578-579 of the Deed Records of Williamson County, Texas for an angle point hereof;

THENCE departing the north boundary line of said Wolf Ranch West, Section 1A, Phase 2, with the south boundary line of said 120-acre tract the following fifteen (15) courses and distances:

1. **N 30°32'29" E**, a distance of **411.97 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
2. **N 10°19'51" E**, a distance of **295.55 feet** to a ½" iron rod found,
3. **N 02°32'14" W**, a distance of **46.29 feet** to a ½" iron rod found,
4. **N 18°51'51" E**, a distance of **228.19 feet** to a ½" iron rod found,
5. **N 34°03'06" E**, a distance of **413.71 feet** to a ½" iron rod found,
6. **S 55°11'39" E**, a distance of **166.87 feet** to a fence post found,
7. **N 54°31'09" E**, a distance of **318.54 feet** to a ½" iron rod found,
8. **N 76°04'35" E**, a distance of **71.77 feet** to a ½" iron rod found,
9. **N 66°17'52" E**, a distance of **182.62 feet** to a ½" iron rod found,
10. **N 85°10'24" E**, a distance of **239.95 feet** to a ½" iron rod found,
11. **S 20°32'36" E**, a distance of **92.74 feet** to a ½" iron rod found,
12. **S 66°15'16" E**, a distance of **44.52 feet** to a ½" iron rod found,
13. **N 76°34'49" E**, a distance of **230.74 feet** to a ½" iron rod found,
14. **N 78°16'29" E**, a distance of **170.51 feet** to a 10" fence post found, and

15. **N 89°50'07" E**, a distance of **285.06 feet** to a ½" iron rod found for a southeast corner of said 120-acre tract, same being a point in a west boundary line of The Rivery Phase One, recorded in Cabinet X, Slide 193-196 of the Plat Records of Williamson County, Texas, for the northeast corner hereof;

THENCE S 12°22'40" E, departing the south boundary line of said 120-acre tract, with the west boundary line of said The Rivery Phase One, a distance of **856.55 feet** to a ½" iron rod with cap marked "UGD" found for a southwest corner of said The Rivery Phase One, same being a point in the northwest right-of-way of said Wolf Ranch Parkway and a southeast corner hereof;

THENCE departing the west boundary line of said The Rivery Phase One, with the west right-of-way line of said Wolf Ranch Parkway the following two (2) courses and distances:

1. **S 68°57'37" W**, a distance of **1043.50 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature, and

along the arc of a curve to the left, having a **radius** of **1031.94 feet**, a **central angle** of **49°25'24"**, a **chord bearing** and **distance** of **S 44°14'55" W**, **862.81 feet**, an **arc length** of **890.15 feet** to the **POINT OF BEGINNING**, and containing 59.611 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Engineers, Inc. under Job No. 50790-20 by Pape Dawson Engineers, Inc.

PHASE 4

Tract 1

A 1.996 ACRE, OR 86,967 SQUARE FEET, TRACT OF LAND BEING ALL OF A 1.996 ACRE REMNANT PORTION OF A CALLED 208.881 ACRE TRACT, DESCRIBED IN DEED TO H4 WR, L.P., RECORDED IN DOCUMENT NO. 2014081688 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, IN WILLIAMSON, COUNTY TEXAS. SAID 1.996 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00;

(b) COMMENCING at an iron rod with cap marked "Diamond-Surveying" found on a point being the southeast corner of a called 14.839-acre tract in deed to the City of Georgetown, recorded in Document No. 2011065725 of said Official Public Records, same being a west corner of said 208.881-acre tract;

THENCE N 21°03'01" W, with an east boundary line of said 14.839-acre tract, same being a west boundary line of said 208.881-acre tract, **150.00 feet** to an iron rod with cap marked "Diamond-Surveying" found on a point in the southerly boundary line of a 0.172-acre Remnant Portion of a called 412-acre tract of land in deed to Wolf Ranch Legacy, LP, recorded in Document No. 2013096273 of said Official Public Records;

THENCE S 68°56'59" W, with a north boundary line of said 14.839-acre tract, same being a south boundary line of said 0.172-acre Remnant Portion a distance of **100.24 feet** to ½" iron rod with yellow cap marked "Pape-Dawson" set on a point being the southwest corner of said 0.172-acre Remnant Portion, same being the southeast corner of said 1.996-acre Remnant Portion, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE with a north boundary line of said 14.839-acre tract, same being a south boundary line of said 1.996-acre Remnant Portion, the following two (2) courses and distances:

1. **S 68°56'59" W**, for a distance of **207.31 feet** to an iron rod with cap marked "Diamond-Surveying" found for the southwest corner hereof, and
2. **N 65°59'16" W**, for a distance of **35.63 feet** to an iron rod with cap marked "Diamond-Surveying" found for an angle point in the west boundary line hereof;

THENCE N 20°55'31" W, with an east boundary line of said 14.839 acre tract, same being a west boundary line of said 1.996-acre Remnant Portion, for a distance of **349.39 feet** to an iron rod with cap marked "RPLS 2218" found on a point in the south boundary line of Lot 1 of the First Baptist Church of Georgetown, a subdivision according to the plat recorded in Cabinet L, Slides 311-312 of the Plat Records of said County, said point being the northwest corner of said 1.996-acre Remnant Portion, for the northwest corner hereof, from which an iron rod with cap marked "Diamond-Surveying" bears, S 68°42'08" W, 120.00 feet;

THENCE N 68°43'48" E, with the south boundary line of said Lot 1, same being a north boundary line of said 1.996-acre Remnant Portion, for a distance of **232.93 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point being the northeast corner of said 1.996-acre Remnant Portion, same being a point in the south boundary line of said Lot 1, also being a northwest corner of a called 10.762 acre tract, in deed to First Baptist Church of Georgetown, recorded in Document No. 2014002634 of said Official Public Records, for the northeast corner hereof;

THENCE S 20°51'53" E, with the west boundary line of said 10.762-acre tract, same being the east boundary line of said 1.996-acre Remnant Portion, at a distance of 325.44 feet, passing an iron rod with cap marked "RPLS 2218" found on a point being the northwest corner of the Remnant Portion said 0.172-acre Remnant Portion, continuing for a total distance of **375.50 feet** to the **POINT OF BEGINNING**, and containing 1.996 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under Job No. 50790-00 by Pape Dawson Engineers, Inc.

Tract 2

A 5.218 ACRE, OR 227,303 SQUARE FEET, TRACT OF LAND BEING ALL OF A CALLED 5.218 ACRE TRACT (TRACT 5), IN DEED TO H4 WR, LP, RECORDED IN DOCUMENT NO. 2014081688 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, IN WILLIAMSON, COUNTY TEXAS. SAID 5.218 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00;

(c) BEGINNING at an iron rod with cap marked "Diamond-Surveying" found on a point being a northwest corner of a called 14.839-acre tract in deed to the City of Georgetown, recorded in Document No. 2011065725 of said Official Public Records, same being a point in the south boundary line of Lot 1 of Georgetown Church of Christ, a subdivision according to the plat recorded in Cabinet M, Slides 186-187 of the Plat Records of Williamson County, Texas for the northeast corner and POINT OF BEGINNING hereof;

(d)

THENCE S 20°55'31" E, with a west boundary line of said 14.839-acre tract, same being the east boundary line of said 5.218-acre tract, a distance of **349.29 feet** to an iron rod with cap marked "Diamond-Surveying" found for the southeast corner hereof;

THENCE S 24°31'27" W, with a northwest boundary line of said 14.839-acre tract, same being a southeast boundary line of said 5.218-acre tract, a distance of **34.80 feet** to an iron rod with cap marked "Diamond-Surveying" found on a point of non-tangent curvature, for the southeast corner hereof;

THENCE with a north boundary line of said 14.839-acre tract, same being the south boundary line of said 5.218-acre tract, the following three (3) courses and distances:

1. along the arc of a curve to the right, having a **radius of 965.00 feet**, a **central angle of 23°25'14"**, a **chord bearing and distance of S 82°23'52" W, 391.72 feet**, an **arc length of 394.46 feet** to a ½" iron rod found for a point of tangency hereof,
2. **N 85°53'31" W**, a distance of **408.54 feet** to an iron rod with cap marked "Diamond-Surveying" found for a point of curvature hereof, and
3. along the arc of a curve to the left, having a **radius of 1115.00 feet**, a **central angle of 24°25'31"**, a **chord bearing and distance of S 81°53'44" W, 471.74 feet**, an **arc length of 475.33 feet** to an iron rod with cap marked "Diamond-Surveying" found on a point in the south boundary line of Legend Oaks, a subdivision according to the plat recorded in Cabinet F, Slide 264 of said Plat Records, said point being the westernmost corner of said 5.218-acre tract, for the westernmost corner hereof;

THENCE N 68°49'45" E, with the south boundary line of said Legend Oaks, same being the northwestern boundary line of said 5.218-acre tract, at a distance of 159.23 feet passing a ½" iron rod found on a point being the southwest corner of said Lot 1, same being the southeast corner of said Legend Oaks, continuing for a total distance of **930.52 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof;

THENCE N 68°43'14" E, with the south boundary line of said Lot 1, a distance of **305.61 feet** to the **POINT OF BEGINNING**, and containing 5.218 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under Job No. 50790-00 by Pape Dawson Engineers, Inc.

Tract 3

A 30.994 TRACT OF LAND BEING OUT OF THE REMNANT PORTION OF A CALLED 208.881 ACRE TRACT (TRACT 4), CONVEYED TO H4, WR, LP, RECORDED IN DOCUMENT NO. 2014081688 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 0.622 ACRE TRACT CONVEYED TO H4, WR, L.P., RECORDED IN DOCUMENT NO. 2018087377 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 236.714 ACRE TRACT CONVEYED TO H4 GEORGETOWN, LP RECORDED IN DOCUMENT NO. 2018054155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS. SAID 30.994 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00;

BEGINNING at a ½" iron rod with yellow cap marked "Pape-Dawson" set in the north boundary line of said 208.881-acre tract, same being the south boundary line of a called 14.839-acre tract of land conveyed to the City of Georgetown recorded in Document No. 2011065725 of the Official Public Records of Williamson County, Texas for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE with the north boundary line of said 208.881-acre tract, same being the south boundary line of said 14.839-acre tract the following four (4) courses and distances:

1. **N 70°46'38" E**, a distance of **25.00 feet** to $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set for a point of curvature,
2. along the arc of a to the left, having a **radius of 5045.00 feet**, a **central angle of 01°48'38"**, a **chord bearing and distance of N 69°43'48" E, 159.42 feet**, an **arc length of 159.43 feet** to an iron rod with cap marked "Diamond Surveying" found at a point of tangency,
3. **N 68°49'29" E**, a distance of **716.27 feet** to an iron rod with cap marked "Diamond Surveying" found at a point of tangent curvature, and
4. along the arc of a curve to the right, having a **radius of 965.00 feet**, a **central angle of 21°58'21"**, a **chord bearing and distance of N 79°48'40" E, 367.81 feet**, an **arc length of 370.07 feet** to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set for the northeast corner hereof;

THENCE departing the south boundary line of said 14.839-acre tract, through the interior of said 208.881-acre tract the following four (4) courses and distances:

1. **S 45°30'40" W**, a distance of **35.61 feet** to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set,
2. **S 03°37'34" E**, a distance of **100.71 feet** to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set,
3. **N 90°00'00" E**, a distance of **322.75 feet** to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set, and
4. **S 00°00'00" E**, a distance of **158.58 feet** to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set in the north boundary line of the Remnant Portion of a called 17.669-acre tract conveyed to the Georgetown Independent School District, recorded in Document No. 2018010441 of the Official Public Records of Williamson County, Texas for an east corner hereof;

THENCE N 79°27'32" W, with the north boundary line the Remnant Portion of said 17.669-acre tract, same being a south boundary line of the Remnant Portion of said 208.881-acre tract, a distance of **49.78 feet** to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found on a point being the northeast corner of said 0.622-acre tract;

THENCE S 30°23'40" W, with the east boundary line of said 0.662-acre tract, same being a west boundary line of the Remnant Portion of said 17.669-acre tract, a distance of **134.76 feet** to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found, for an angle point hereof;

THENCE S 86°22'26" W, with the south boundary line of said 0.622-acre tract, same being the north boundary line of the Remnant Portion of said 17.669-acre tract, a distance of **188.42 feet** to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found in an east boundary line of the Remnant Portion of said 208.881-acre tract, same being a point in the west boundary line of the Remnant Portion of said 17.669-acre tract for a southeast ell corner hereof;

THENCE with, in part, an east boundary line of the Remnant Portion of said 208.881 acre tract, the west boundary line of the Remnant Portion of said 17.669 acre tract, the west boundary line of a called 2.708 acre tract conveyed to Georgetown Independent School District, recorded in Document No. 2018087386 of the Official

Public Records of Williamson County, Texas, and through the interior of said 236.714 acre tract, the following three (3) courses and distances:

1. **S 03°37'34" E**, a distance of **132.69 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature,
2. along the arc of a curve to the left, having a **radius of 452.50 feet**, a **central angle of 17°05'46"**, a **chord bearing and distance of S 12°10'27" E, 134.52 feet**, an **arc length of 135.02 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency, and
3. **S 20°43'20" E**, a distance of 535.47 feet passing the southwest corner of said 17.669 acre tract, same being the northwest corner of said 2.708 acre tract, continuing with the west boundary line of said 2.708 acre tract, a total distance of **719.89 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set;

THENCE continuing through the interior of said 236.714-acre tract the following five (5) courses and distances:

1. **S 69°16'40" W**, a distance of **65.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
2. **N 65°43'20" W**, a distance of **35.36 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
3. **N 20°43'20" W**, a distance of **65.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
4. **N 24°16'40" E**, a distance of **35.36 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set, and
5. **N 20°43'20" W**, a distance of **69.42 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the south boundary line of the Remnant Portion of said 208.881-acre tract, same being a point in the north boundary line of said 236.714-acre tract for a southwest ell corner hereof;

THENCE S 69°16'40" W, with the south boundary line of the Remnant Portion of said 208.881-acre tract, same being the north boundary line of said 236.714-acre tract, a distance of **830.50 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the southwest corner hereof;

THENCE departing the north boundary line of said 236.714-acre tract, through the interior of the Remnant Portion of said 208.881-acre tract the following twenty-six (26) courses and distances:

1. **N 20°43'20" W**, a distance of **190.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
2. **S 69°16'40" W**, a distance of **16.50 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
3. **N 22°30'01" W**, a distance of **64.46 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
4. **N 21°10'12" W**, a distance of **53.45 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
5. **N 24°39'17" W**, a distance of **52.88 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
6. **N 27°21'43" W**, a distance of **53.80 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
7. **N 27°25'54" W**, a distance of **54.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
8. **N 26°48'26" W**, a distance of **57.45 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,

9. **N 23°49'27" W**, a distance of **59.68 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
10. **N 21°04'25" W**, a distance of **56.57 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
11. **N 20°43'20" W**, a distance of **54.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
12. **N 16°59'11" W**, a distance of **70.36 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature,
13. along the arc of a curve to the right, having a **radius of 425.00 feet**, a **central angle of 05°52'30"**, a **chord bearing and distance of S 82°01'31" W, 43.56 feet**, an **arc length of 43.58 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency,
14. **S 84°57'46" W**, a distance of **65.62 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature,
15. along the arc of a curve to the left, said curve having **radius of 15.00 feet**, a **central angle of 90°04'23"**, a **chord bearing and distance of S 39°55'35" W, 21.23 feet**, an **arc length of 23.58 feet** to a point;
16. along the arc of a curve to the left, having a **radius of 375.00 feet**, a **central angle of 03°06'57"**, a **chord bearing and distance of S 06°40'05" E, 20.39 feet**, an **arc length of 20.39 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency,
17. **S 81°46'26" W**, a distance of **50.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature,
18. along the arc of a curve to the right, having a **radius of 425.00 feet**, a **central angle of 03°11'20"**, a **chord bearing and distance of N 06°37'54" W, 23.65 feet**, an **arc length of 23.65 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency,
19. **N 05°02'14" W**, a distance of **185.05 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature,
20. along the arc of a curve to the left, having a **radius of 15.00 feet**, a **central angle of 90°00'00"**, a **chord bearing and distance of N 50°02'14" W, 21.21 feet**, an **arc length of 23.56 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency,
21. **S 84°57'08" W**, a distance of **24.88 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
22. **N 05°02'14" W**, a distance of **50.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set,
23. **N 84°56'24" E**, a distance of **9.88 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature,
24. along the arc of a curve to the left, having a **radius of 15.00 feet**, a **central angle of 90°00'00"**, a **chord bearing and distance of N 39°57'46" E, 21.21 feet**, an **arc length of 23.56 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of compound curvature,
25. along the arc of a curve to the left, having a **radius of 281.88 feet**, a **central angle of 18°50'47"**, a **chord bearing and distance of N 11°24'36" W, 92.30 feet**, an **arc length of 92.72 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency, and

26. **N 19°49'28" W**, a distance of **63.11 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set, and

N 64°24'41" W, a distance of **35.60 feet** to the **POINT OF BEGINNING** and containing 30.994 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a plat prepared by Pape Dawson Engineers, Inc. under Job No. 50790-42.

Tract 4

A 77.650 TRACT OF LAND BEING OUT OF THE REMNANT PORTION OF A CALLED 208.881 ACRE TRACT, CONVEYED TO H4, WR, LP IN DOCUMENT NO. 2014081688 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 0.686 ACRE TRACT AS DESCRIBED IN THE BOUNDARY LINE AGREEMENT BETWEEN THE BRITTON FAMILY TRUST, AND THE GUY JR. FAMILY TRUST (FIRST PARTY) AND THE HR WR LP (SECOND PARTY) RECORDED IN DOCUMENT NO. 2016067692 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE C. STUBBLEFIELD SURVEY, ABSTRACT NO. 558, AND IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS. SAID 77.650 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00;

(e) BEGINNING at a ½" iron rod with yellow cap marked "Pape-Dawson" found at the northwest terminus of Wolf Ranch Parkway, a variable width right-of-way dedicated in Wolf Ranch West, Section 1B, a subdivision according to the plat recorded in Document No. 2016064444 of the Official Public Records of Williamson County, Texas, same being the northeast corner of said Remnant Portion, also being a point in the south line of Lot 1, Block A of said Wolf Ranch West, Section 1B for the northeast corner and POINT OF BEGINNING hereof;

THENCE S 03°09'18" E, with the west terminus of said Wolf Ranch Parkway, same being an east line of said Remnant Portion, a distance of **73.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the southwest terminus of said Wolf Ranch Parkway, same being a northeast corner of said Remnant Portion, also being a point in the north line of Lot 2, Block B of said Wolf Ranch West, Section 1B for an angle point hereof;

THENCE departing the east terminus of said Wolf Ranch Parkway, with the west boundary line of said Wolf Ranch West, same being an east line of said Remnant Portion, the following five (5) courses and distances:

1. **S 86°50'42" W**, a distance of **53.64 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, to an angle point hereof,
2. **S 50°46'26" E**, a distance of **367.36 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, to an angle point hereof,
3. **S 31°10'27" E**, a distance of **315.83 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, to an angle point hereof,
4. **S 18°01'20" E**, a distance of **694.61 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, to an angle point hereof, and
5. **S 60°45'10" E**, a distance of **465.26 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, in the northwest line of the Resubdivision of San Gabriel Heights, Section Six, a subdivision according to

the plat recorded in Cabinet P, Slide 247 of the Plat Records of Williamson County, Texas for the easternmost corner of the Remnant Portion of said 208.881-acre tract for the easternmost corner hereof;

THENCE with the northwest line of said Resubdivision of San Gabriel Heights, Section Six, same being the southeast line of the Remnant Portion of said 208.881-acre tract the following three (3) courses and distances:

1. **S 46°28'27" W**, a distance of **368.26 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, to an angle point hereof,
2. **S 38°00'53" W**, a distance of **243.41 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, to an angle point hereof, and
3. **S 29°20'27" W**, a distance of **69.63 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the south corner of a called 0.749 acre tract as described in said Boundary Line Agreement, same being a point in the northeast line of said Resubdivision of San Gabriel Heights, Section Six, same being the northeast corner of a called 236.714 acre tract conveyed to HR Georgetown, LP, recorded in Document No. 2018054155 of the Official Public Records of Williamson County, Texas for the southeast corner hereof;

THENCE with the north boundary line of said 236.714-acre tract and the north boundary line of said 0.749-acre tract, same being the south line of the Remnant Portion of said 208.881-acre tract the following three (3) courses and distances:

1. **N 19°15'54" E**, a distance of **122.51 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, to an angle point hereof,
2. **N 66°27'31" W**, a distance of **48.85 feet** to an iron rod with cap marked "Diamond Surveying" found for an iron rod with cap marked "Diamond Surveying" found, to an angle point hereof, and
3. **N 12°42'24" W**, a distance of **135.57 feet** to an iron rod with cap marked "Diamond Surveying" found for a north corner of said 236.714-acre tract and the northernmost corner of said 0.749-acre tract, same being an angle point in the south line of the Remnant Portion of said 208.881-acre tract, also being the easternmost corner of a called 0.686-acre tract as described in said Boundary Line Agreement for a point in the south line hereof;

THENCE S 58°17'12" W, with a northwest line of said 236.714 acre tract, same being the northwest line of said 0.749 acre tract, also being the southeast line of said 0.686 acre tract, a distance of **148.81 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, at the southernmost corner of said 0.686 acre tract, same being the west corner of said 0.749 acre tract, same being an angle point in the north line of said 236.714 acre tract, also being an angle point in the south line of the Remnant Portion of said 208.881 acre tract for an angle point in the south line hereof;

THENCE N 67°45'00" W, with the southwest line of said 0.686 acre tract and the south line of the Remnant Portion of said 208.881 acre tract, also being a north line of said 236.714 acre tract, a distance of **181.94 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, at the west corner of said 0.686 acre tract, same being a south angle point in the south line of the Remnant Portion of said 208.881 acre tract, also being an angle point in the north line of said 236.714 acre tract for an angle point in the south line hereof;

THENCE S 09°30'00" W, departing the south line of said 0.686-acre tract, with a northwest line of said 236.714-acre tract, same being a southeast line of the Remnant Portion of said 208.881-acre tract, a distance of **212.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found in the north line of said 236.714-acre tract, same being a south corner of the Remnant Portion of said 208.881-acre tract for a southeast corner hereof;

THENCE N 81°58'08" W, with the north line of said 236.714-acre tract, same being the south line of said 208.881-acre tract, a distance of **1190.50 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the southeast corner of a remnant portion of called 2.079-acre tract (Tract 2) conveyed to H4WR, L.P. recorded in Document No. 2018087377 of the Official Public Records of Williamson County, Texas for the southwest corner hereof;

THENCE departing the north line of said 236.714-acre tract, with the northeast line of said 2.079-acre tract the following five (5) courses and distances:

1. **N 12°07'14" E**, a distance of **74.51 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, to an angle point hereof,
2. **N 72°09'42" W**, a distance of **116.09 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, to an angle point hereof,
3. **N 18°26'35" W**, a distance of **182.59 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, to an angle point hereof,
4. **N 81°55'44" W**, a distance of **158.86 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, to an angle point hereof, and
5. **S 76°01'59" W**, a distance of **119.42 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the north corner of the Remnant Portion of said 2.079-acre tract same being the east corner of the Remnant Portion of a called 17.669-acre tract conveyed to the City of Georgetown recorded in Document No. 2018010441 of the Official Public Records of Williamson County, Texas for a southwest corner hereof;

THENCE N 81°55'44" W, with the north line of the Remnant Portion of said 17.669-acre tract, same being a south line of the Remnant Portion of said 208.881-acre tract, a distance of **82.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, to an angle point hereof,

THENCE N 54°42'34" W, continuing with the north line of the Remnant Portion of said 17.669-acre tract, same being a south line of the Remnant Portion of said 208.881-acre tract a distance of **274.68 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at a northeast corner of the Remnant Portion of said 17.669-acre tract. same being a southwest corner of the Remnant Portion of said 208.881-acre tract for the westernmost southeast corner hereof;

THENCE N 17°37'04" W, departing the north line of the Remnant Portion of said 17.669-acre tract, through the interior of the Remnant Portion of said 208.881-acre tract, a distance of **194.62 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point being the southwest corner of a 0.009-acre tract of land in deed to Michael Scott Norman, Jr. et al, recorded in Document No. 2014.96551 of said Official Public Records, for an angle point hereof;

THENCE with the boundary line of said 0.009-acre tract, the following three courses and distances:

1. **N 72°22'56" E**, for a distance of **20.00 feet** to a point being the southeast corner of said 0.009-acre tract, for an angle point hereof,
2. **N 17°37'04" W**, for a distance of **20.00 feet** to a point being the northeast corner of said 0.009-acre tract, for an angle point hereof, and

3. **S 72°22'56" W**, for a distance of **20.00 feet** to a point being the northwest corner of said 0.009-acre tract, for an angle point hereof;

THENCE N 17°37'04" W continuing through the interior of the Remnant Portion of said 208.81-acre tract, for a distance of 368.63 feet to a ½" iron rod with yellow cap stamped "Pape-Dawson" set on a point in the south line of a called 14.839-acre tract recorded in Document No. 2011065725 of the Official Public Records of Williamson County, Texas, same being a point in a north line of said 208.881-acre tract for the westernmost northwest corner and point of curvature, hereof;

THENCE along the arc of a curve to the left, with the south line of said 14.839-acre tract, same being a north line of said 208.881-acre tract, said curve having a **radius of 1115.00 feet**, a **central angle of 09°09'54"**, a **chord bearing and distance of N 73°31'56" E, 178.17 feet**, an **arc length of 178.36 feet** to an iron rod with cap marked "Diamond-Surveying", for a point of tangency hereof;

THENCE N 68°56'59" E, continuing with the south line of said 14.839-acre tract, same being a north line of said 208.881-acre tract a distance of **448.32 feet** to an iron rod with cap marked "Diamond-Surveying" at the southeast corner of said 14.836-acre tract, same being a northwest corner of said 208.881-acre tract, to an angle point hereof;

THENCE N 21°03'01" W, with the east line of said 14.839-acre tract, same being a west line of said 208.881 acre tract, a distance of **150.00 feet** to an iron rod with cap marked "Diamond-Surveying" at the northeast corner of said 14.836 acre tract, same being a northwest corner of said 208.881 acre tract, also being the southwest corner of a 0.172 acre Remnant Portion of a called 412 acre tract (Tract 4, Parcel 1) conveyed to Wolf Legacy LP recorded in Document No. 2013096273 of the Official Public Records of Williamson County, Texas, for the northernmost northwest corner hereof;

THENCE N 69°16'46" E, departing the east line of said 14.839-acre tract, through with the north boundary line of said 208.881 acre tract, same being the south boundary line of said 0.172 acre Remnant Portion, a distance of **49.53 feet** to an iron rod with cap marked "RPLS 5784" at the southwest corner of a called 10.762 acre tract recorded in Document No. 2014002634 of the Official Public Records of Williamson County, Texas, same being a northeast corner of said 208.881 acre tract, same being the southeast corner of said 0.172 acre Remnant Portion for the northernmost northwest corner hereof;

THENCE N 69°23'45" E, with the north line of said 208.881-acre tract, same being the south line of said 10.762-acre tract, a distance of **1017.48 feet** to a cotton spindle found, to an angle point in the north line hereof,

THENCE N 84°20'49" E, continuing with the north line of said 208.881-acre tract, same being the south line of said 10.762-acre tract, a distance of **217.66 feet** to an iron rod with cap marked "RPLS 5784" found at the southeast corner of said 10.762-acre tract, same being a southwest corner of said Wolf Ranch West, Section 1B for an angle point in the north line hereof;

THENCE N 86°50'42" E, with a south line of said Wolf Ranch West, Phase 1B, same being a north line of the Remnant Portion of said 208.881-acre tract, a distance of **131.88 feet** to the **POINT OF BEGINNING** and containing 77.650 acres in Williamson County, Texas, Said tract being described in accordance with a survey made on the ground and a survey prepared by Pape-Dawson Engineers, Inc. under Job No. 50790-41.

SECTION 6

A 70.809 TRACT OF LAND BEING OUT OF A CALLED 88.284 ACRE TRACT (TRACT 3), CONVEYED TO H4 WR, LP, RECORDED IN DOCUMENT NO. 2014081688 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE ISAAC DONAGAN SURVEY, ABSTRACT NO. 178, WILLIAMSON COUNTY, TEXAS. SAID 70.809 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00;

(f) **BEGINNING** at a ½" iron rod found in the south right-of-way line of State Highway No. 29 (University Boulevard) a variable width right-of-way, at the northeast corner of said 88.284 acre tract, also being the northwest corner of Legend Oaks, a subdivision according to the plat recorded in cabinet F, slide 264 of the Plat Records of Williamson County, Texas for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the south right-of-way line of said State Highway 29 (University Blvd.), with the east line of said 88.284-acre tract, same being the west line of said Legend Oaks the following five (5) courses and distances:

1. **S 15°22'51" W**, a distance of **51.27 feet** to a ½" iron rod found for an angle point hereof,
2. **S 05°31'39" E**, a distance of **594.69 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
3. **S 06°59'39" E**, a distance of **444.33 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
4. **S 09°31'09" E**, a distance of **344.44 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof, and
5. **S 13°35'39" E**, a distance of **330.97 feet** to a ½" iron rod found at the southeast corner of said 88.284 acre tract, same being the southwest corner of said Legend Oaks, also being a point in the north line of a called 14.839 acre tract conveyed to the City of Georgetown, recorded in Document No. 2011065725 of the Official Public Records of Williamson County, Texas for the southeast corner hereof;

THENCE with the south line of said 88.284-acre tract, same being the north line of said 14.839-acre tract the following five (5) courses and distances:

1. **S 68°55'55" W**, a distance of **65.88 feet** to a ½" iron rod found for a point of non-tangent curvature hereof,
2. along the arc of a curve to the right, having a **radius** of **4895.00 feet**, a **central angle** of **08°53'04"**, a **chord bearing** and **distance** of **S 73°16'02" W**, **758.27 feet**, an **arc length** of **759.03 feet** to an iron rod with cap marked "Diamond Survey" found for a point of non-tangency hereof,
3. **S 77°42'34" W**, a distance of **135.30 feet** to an iron rod with cap marked "Diamond Survey" found for a point of non-tangent curvature hereof,
4. along the arc of a curve to the left, having a **radius** of **5045.00 feet**, a **central angle** of **07°03'18"**, a **chord bearing** and **distance** of **S 74°09'56" W**, **620.82 feet**, an **arc length** of **621.22 feet** to an iron rod with cap marked "Diamond Survey" found for a point of non-tangency hereof, and

5. **S 69°56'39" W**, a distance of **44.65 feet** to an iron rod with cap marked "Diamond Survey" found at the southernmost southwest corner of said 88.284-acre tract, same being the northwest corner of said 14.839-acre tract, also being a point in the east line of said 39.713-acre tract for the southernmost southwest corner hereof;

THENCE N 64°51'46" W, with the southwest line of said 88.284 acre tract, same being a northeast line of said 39.713 acre tract, a distance of **35.63 feet** to an iron rod with cap marked "Diamond Survey" found at the westernmost southwest corner of said 88.284 acre tract, same being a point in the east line of said 39.713 acre tract for the westernmost southwest corner hereof;

THENCE N 19°10'45" W, with the west line of said 88.284-acre tract, same being an east line of said 39.713-acre tract, a distance of **904.13 feet** to an iron rod with cap marked "Diamond Survey" found for an angle point hereof;

THENCE N 13°24'04" W, continuing with the west line of said 88.284-acre tract, same being an east line of said 39.713-acre tract, a distance of **414.58 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the westernmost northwest corner hereof;

THENCE departing the east line of said 39.713-acre tract, through the interior of said 88.284-acre tract the following nineteen (19) courses and distances:

1. **N 76°15'30" E**, a distance of **210.35 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. **N 77°28'05" E**, a distance of **82.36 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
3. **N 76°35'56" E**, a distance of **47.44 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
4. **N 72°19'01" E**, a distance of **48.48 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
5. **N 49°51'03" E**, a distance of **102.91 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
6. **N 45°11'59" E**, a distance of **46.36 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
7. **N 40°46'16" E**, a distance of **138.16 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
8. **N 14°36'04" E**, a distance of **40.86 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
9. **N 13°33'41" E**, a distance of **59.95 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
10. **N 10°09'39" E**, a distance of **46.74 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

11. **N 00°00'23" E**, a distance of **92.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
12. **N 00°00'14" E**, a distance of **80.99 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
13. **N 00°01'48" W**, a distance of **138.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
14. **N 00°05'44" E**, a distance of **58.75 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
15. **N 00°00'23" E**, a distance of **188.34 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature and northernmost northwest corner hereof;
16. along the arc of a curve to the left, having a **radius of 3500.00 feet**, a **central angle of 00°40'32"**, a **chord bearing and distance of N 85°24'16" E, 41.26 feet**, an **arc length of 41.26 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency,
17. **N 85°04'00" E**, a distance of **66.25 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature,
18. along the arc of a curve to the right, having a **radius of 900.00 feet**, a **central angle of 09°43'34"**, a **chord bearing and distance of N 89°55'47" E, 152.59 feet**, an **arc length of 152.78 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency, and
19. **S 85°12'26" E**, a distance of **710.43 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the south right-of-way line of said State Highway 29 (University Boulevard) for an angle point in the north line hereof;

THENCE S 82°43'49" E, with the south right-of-way line of said State Highway 29 (University Blvd., same being the north line of said 88.284-acre tract, a distance of **174.10 feet** to the **POINT OF BEGINNING** and containing 70.809 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a plat prepared by Pape Dawson Engineers, Inc. under Job No. 50790-62.

EXHIBIT B**NOTICE TO PURCHASERS**

The real property, described below, that you are about to purchase is located in the Williamson County Municipal Utility District No. 28 (the "District"). The District has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. The District has not yet levied taxes but the most recent projected debt service tax, as of this date, is \$0.65 on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$ 0, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$ 0.

The District is located in whole or in part in the corporate boundaries of the City of Georgetown. The taxpayers of the District are subject to the taxes imposed by the municipality and by the District until the District is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or voters of the district.

The purpose of this District is to provide water, sewer, drainage, flood control facilities, parks and recreational facilities, roads and road improvements and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these facilities is not included in the purchase price of your property, and utility facilities are owned or to be owned by the District. The legal description of the property you are acquiring is as follows:

(description of property)

SELLER:

(Date)

Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

PURCHASER:

(Date)

Signature of Purchaser

After recording, please return to: _____.

NOTICE TO PURCHASERS

The real property, described below, that you are about to purchase is located in the Williamson County Municipal Utility District No. 29 (the "District"). The District has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. The District has not yet levied taxes but the most recent projected debt service tax, as of this date, is \$0.65 on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$ 0, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$ 0.

The District is located in whole or in part in the corporate boundaries of the City of Georgetown. The taxpayers of the District are subject to the taxes imposed by the municipality and by the District until the District is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or voters of the district.

The purpose of this District is to provide water, sewer, drainage, flood control facilities, parks and recreational facilities, roads and road improvements and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these facilities is not included in the purchase price of your property, and utility facilities are owned or to be owned by the District. The legal description of the property you are acquiring is as follows:

(description of property)

SELLER:

(Date)

Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

PURCHASER:

(Date)

Signature of Purchaser

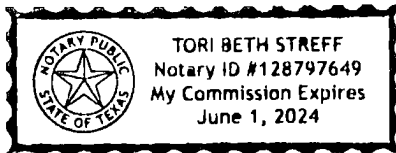
After recording, please return to: _____.

State of TexasCounty of Williamson

The attached document, FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WOLF RANCH RESIDENTIAL COMMUNITY, Williamson County, Texas, dated April 7, 2020 and containing _____ pages, is a true and correct copy of an electronic record printed by me or under my supervision. At the time of printing, no security features present on the electronic record indicated any changes or errors in an electronic signature or other information in the electronic record after the electronic record's creation or execution. This declaration is made under penalty of perjury.

Signed this 8th day of September, 2020.

Tori Beth Streff
(signature of notary public)



(seal of office)

Tori Beth Streff
(printed name of notary public or other officer)

My commission expires: June 1, 2024

⑥ First Service Residential
129 Canyon View
Georgetown, TX 78626

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2020107375

REST Fee: \$265.00
09/09/2020 01:33 PM KCURRIE



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas



AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
email: rburton@winstead.com

**NOTICE OF DESIGNATION OF
SPECIAL COMMON AREAS**

WOLF RANCH RESIDENTIAL COMMUNITY

WILLIAMSON COUNTY, TEXAS

[WOLF RANCH WEST, SECTION 4A]

Declarant: H4 WR, LP, a Texas limited partnership

Cross-reference to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wolf Ranch Residential Community, recorded as Document No. _____ in the Official Public Records of Williamson County, Texas.

**WOLF RANCH RESIDENTIAL COMMUNITY
NOTICE OF DESIGNATION OF SPECIAL COMMON AREAS**

[WOLF RANCH WEST, SECTION 4A]

This Wolf Ranch Residential Community Notice of Designation of Special Common Areas [*Wolf Ranch West, Section 4A*] is made and executed by **H4 WR, LP**, a Texas limited partnership, the "**Declarant**" under that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wolf Ranch Residential Community, recorded as Document No. _____ in the Official Public Records of Williamson County, Texas, as amended from time to time (the "**Declaration**"), and is as follows:

1. **Designation of Special Common Area.** Pursuant to the Declaration, Declarant served notice that Declarant may, from time to time, designate any interest in real property or improvements as "**Special Common Area**" (as defined in the Declaration) which benefits one or more, but less than all of the Lots or Owners.

2. **Special Common Area No. 1.** Declarant hereby designates the Variable Width Access Easement and/or Flag portions of the following described Lots (collectively, the "**Shared Driveway No. 1**"), as Special Common Area:

Lots 15 through 19, Block A, Wolf Ranch West, Section 4A, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2019113309 in the Plat Records of Williamson County, Texas.

The Special Common Area No. 1 is hereby assigned and designated for the benefit of the Lots described in this *Section 2* (the "**Benefited Lots No. 1**"). The Benefited Lots No. 1 are subject to the levy of Special Common Area Assessments pursuant to *Section 6.3* of the Declaration for the estimated expenses to be incurred by the Association to maintain, repair, and manage the Special Common Area No. 1 assigned herein.

3. **Special Common Area No. 2.** Declarant hereby designates the 25' Access Easement and/or Flag portions of the following described Lots (collectively, the "**Shared Driveway No. 2**"), as Special Common Area:

Lots 62 and 63, Block B, Wolf Ranch West, Section 4A, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2019113309 in the Plat Records of Williamson County, Texas.

The Special Common Area No. 2 is hereby assigned and designated for the benefit of the Lots described in this *Section 3* (the "**Benefited Lots No. 2**"). The Benefited Lots No. 2 are subject to the levy of Special Common Area Assessments pursuant to *Section 6.3* of the Declaration for the

estimated expenses to be incurred by the Association to maintain, repair, and manage the Special Common Area No. 2 assigned herein.

4. **Miscellaneous.** This notice constitutes a notice of designation of special common area under the Declaration. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Declaration.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the 7 day of April, 20 20.

DECLARANT:

H4 WR, LP,
a Texas limited partnership

By: BOH Investments GP, LLC,
a Delaware limited liability company,
its general partner

By: Fred Balda
Name: Fred Balda
Title: President

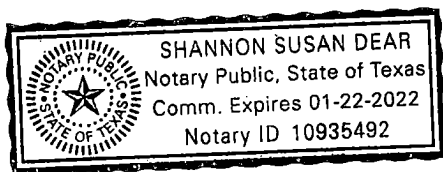
STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on April 7th 20 20 by Fred Balda, President of BOH Investments GP, LLC, a Delaware limited liability company, on behalf of said limited liability company, in its capacity as sole general partner of H4 WR, LP, a Texas limited partnership, on behalf of said limited partnership.

Shannon
Notary Public, State of Texas

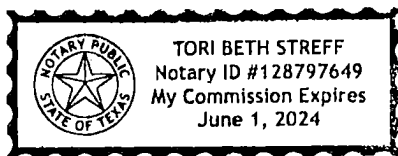


State of TexasCounty of Williamson

The attached document, NOTICE OF DESIGNATION OF SPECIAL COMMON AREAS, WOLF RANCH RESIDENTIAL COMMUNITY, WILLIAMSON COUNTY, TEXAS, [WOLF RANCH WEST, SECTION 4A], dated April 7, 2020 and containing 4 pages, is a true and correct copy of an electronic record printed by me or under my supervision. At the time of printing, no security features present on the electronic record indicated any changes or errors in an electronic signature or other information in the electronic record after the electronic record's creation or execution. This declaration is made under penalty of perjury.

Signed this 8th day of September, 2020.

Tori Beth Streff
(signature of notary public)



(seal of office)

Tori Beth Streff
(printed name of notary public or other officer)

My commission expires: June 1, 2024

⑥ First Service Residential
129 Canyon View Rd
Georgetown, TX 78628

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2020107376

NOT Fee: \$37.00
09/09/2020 01:33 PM KCURRIE



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas



After Recording Return To:

Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com



WOLF RANCH RESIDENTIAL COMMUNITY

NOTICE OF SERVICE AREA DESIGNATION

SERVICE AREA NUMBER 1

Declarant: H4 WR, LP, a Texas limited partnership

Cross reference to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wolf Ranch Residential Community, recorded under Document No. _____ in the Official Public Records of Williamson County, Texas, as amended or supplemented from time to time.

**WOLF RANCH RESIDENTIAL COMMUNITY
NOTICE OF SERVICE AREA DESIGNATION
SERVICE AREA NUMBER 1**

This Wolf Ranch Residential Community Notice of Service Area Designation (this "**Notice**"), is made and executed by H4 WR, LP, a Texas limited partnership (the "**Declarant**"), and is as follows:

1. **Designation of Service Area.** This Notice is filed with respect to Lots 2 through 19, Block A; Lots 39 through 60 and Lots 62 through 80, Block B; Lots 15 and 16, and Lots 18 through 41, Wolf Ranch West, Section 4A, a subdivision located in Williamson County, Texas, according to the map or plat recorded under Document No. 2019113309 in the Official Public Records of Williamson County, Texas (the "**Service Area Lots**"). Pursuant to *Section 3.9(a)* of that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wolf Ranch Residential Community, recorded under Document No. _____ in the Official Public Records of Williamson County, Texas, as amended or supplemented from time to time (the "**Declaration**"), Declarant has retained the right to designate one or more Service Areas (by name or other identifying designation) as Declarant deems appropriate. Declarant hereby designates the Service Area Lots (subject to Paragraph 2 of this Notice) as **SERVICE AREA NUMBER 1**.

2. **Services.** **SERVICE AREA NUMBER 1** is formed to permit the Service Area Lots to receive certain benefits and/or services from the Association which are not provided to all Lots. Specifically, it is presently anticipated that these services will include the services set forth on Exhibit "A", attached to this Notice (the "**Services**").

3. **Easement.** An easement over and across each Service Area Lot is hereby reserved on behalf of the Association for the purpose of providing the Services. Each Owner of a Service Area Lot acknowledges and agrees that the Services will be provided exclusively by the Association, unless the Board of the Association relinquishes such rights in a written instrument recorded in the Official Records of Williamson County, Texas. Subject to Paragraph 5 of this Notice, Service Area Assessments will be levied against the Service Area Lots to fund Service Area Expenses as more particularly described in the Declaration.

4. **Covenants Running with the Land.** The obligations and easements set forth herein will be covenants running with each Service Area Lot and it is hereby declared: (i) that each of the Service Area Lots will be held, sold, conveyed, and occupied subject to the forgoing conditions, easements and restrictions which will run with each Service Area Lot and will be binding upon all parties having right, title, or interest in or to a Service Area Lot or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; (ii) that each contract or

deed which may hereafter be executed with regard to a Service Area Lot, or any portion thereof, will conclusively be held to have been executed, delivered, and accepted subject to the foregoing conditions, easements and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Notice will supplement and be in addition to the covenants, conditions, and restrictions of the Declaration.

5. **Commencement of Services.** The Association will not commence Services to any Service Area Lot until such time as a completed residence has been constructed on such Service Area Lot and the Service Area Lot with a completed residence thereon has been conveyed to a third-party for residential use (a "**Service Event**"). Notwithstanding any provision in this Notice to the contrary, a Service Area Lot is included in SERVICE AREA NUMBER 1 only upon the occurrence of the Service Event for such Service Area Lot. Until the Service Event occurs for a particular Service Area Lot, no Services will be performed for such Service Area Lot, no Service Area Assessments will be levied against such Service Area Lot, and the Owner of the Service Area Lot, at such Owner's sole cost and expense, will be required to maintain the entire Service Area Lot.

6. **Declining Rear Yard Services.** The Services will be performed mandatorily in the front yards (the "**Front Yard Services**") and optionally in the rear yards (the "**Rear Yard Services**") of each Service Area Lot. An Owner may only decline Rear Yard Services and must provide at least ten (10) days prior written notice to the Association regarding the same. If an Owner declines Rear Yard Services, there will be no reduction in the Service Area Assessments pursuant to Paragraphs 3 and 5 of this Notice.

7. **Miscellaneous.** This Notice constitutes the notice contemplated by *Section 3.9(a)* of the Declaration. Any capitalized terms used and not otherwise defined in this Notice will have the meanings set forth in the Declaration.

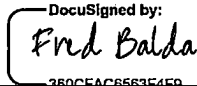
EXECUTED to be effective as of the 7 day of April^{sr}, 2020 (the "**Effective Date**").

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

H4 WR, LP,
a Texas limited partnership

By: BOH Investments GP, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: Fred Balda
Title: President

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on April 7 20 20 by Fred Balda President of BOH Investments GP, LLC, a Delaware limited liability company, on behalf of said limited liability company, in its capacity as sole general partner of H4 WR, LP, a Texas limited partnership, on behalf of said limited partnership.

Shannon Dear

Notary Public, State of Texas

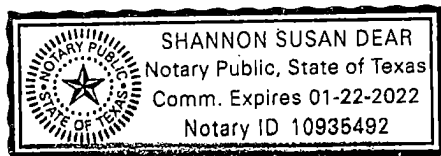


EXHIBIT "A"**DESCRIPTION OF SERVICES**

Certain of the Services will be performed in the front and rear yards of each Service Area Lot. The "**front yard**" for purposes of the foregoing sentence will mean the portion of each Service Area Lot from the common or public driveway and/or sidewalk to the rear corner of the residence or the side fence-line (whichever is closer to the front) of each residence and the "**rear yard**" will mean the portion of each Service Area Lot enclosed by a fence. In the event of any disagreement of what constitutes the front yard and/or rear yard of a Service Area Lot, the determination of the Board or its designee will be final. Notwithstanding any provision or description of Service herein to the contrary, Services will be provided in accordance with any applicable agreements with or requirements imposed by governmental or regulatory authorities.

The quantity, intervals, dates and times of any of the Services set forth below shall be determined from time to time by the Board in its sole and absolute discretion. **The Board, in its sole discretion, may, from time to time and at any time, make deletions, modifications, and changes to any of the Services being provided to the Service Area Lots.**

The Services shall include but shall not be limited to the following:

Services:

1. Mow, edge, weed-eat, remove litter and debris and power blow the sidewalks and curb areas of all front and rear yard turf areas.
2. Weed and cultivate all beds.
3. Re-mulching of existing front yard beds.
4. Minor trimming of shrubs and plant material.
5. Turf and shrub fertilization.
6. Turf pre-emergent weed control.
7. Turf post-emergent weed control.
8. The following Services will be provided on as needed basis, as determined by the Board: (i) insecticide applications; (ii) chemical treatment of weeds; and (iii) trimming and maintenance of trees under eight feet (8').

A-1

WOLF RANCH RESIDENTIAL COMMUNITY
NOTICE OF SERVICE AREA DESIGNATION
SERVICE AREA NUMBER 1

9. Each Owner of a Service Area Lot will be responsible for: (i) all aspects of irrigation management including, but not limited to, programming, adjusting, and repair and replacement of all components of the irrigation system; and (ii) replacement of all plants, shrubs and trees.

The Association or its designated landscape company, from time to time, may provide each Owner with a schedule of dates on which front yard and/or rear yard Services will be performed. Each Owner will be obligated to ensure access to the front yard and rear yard, as applicable, on the scheduled Service dates and shall refrain from irrigating their front yard and/or rear yard, as applicable, while Services are being performed on such Owner's Service Area Lot. Any alterations in the landscaping of the Service Area Lot by an Owner must be approved in writing by the Architectural Control Committee prior to the alterations being made.

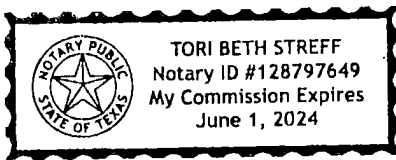
Upon request, Owners may obtain a full breakdown of and frequency of the Services from the Manager.

State of TexasCounty of Williamson

The attached document, WOLF RANCH RESIDENTIAL COMMUNITY, NOTICE OF SERVICE AREA DESIGNATION, SERVICE AREA NUMER 1, dated April 7, 2020 and containing 6 pages, is a true and correct copy of an electronic record printed by me or under my supervision. At the time of printing, no security features present on the electronic record indicated any changes or errors in an electronic signature or other information in the electronic record after the electronic record's creation or execution. This declaration is made under penalty of perjury.

Signed this 8th day of September, 2020.

Tori B. Streff
(signature of notary public)



(seal of office)

Tori Beth Streff
(printed name of notary public or other officer)

My commission expires: June 1, 2024

⑥ First Service Residential
129 Canyon View Rd
Georgetown, TX 78626

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2020107380

NOT Fee: \$45.00
09/09/2020 01:33 PM KCURRIE



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

**PARTIAL RELEASE OF DECLARATION OF COVENANT REGARDING FEE**

Reference is made to that certain DECLARATION OF COVENANT REGARDING FEE (the "Declaration"), executed by **H4WR Phase 4, LLC**, a Texas limited liability company ("Developer"), recorded as Instrument Number 2019078830 of the Official Public Records of Williamson County, Texas. The Declaration affects the certain single-family lots described on Exhibit "A" attached hereto (the "Released Lots") and references certain obligations of any owner of the Released Lot to pay Developer a one-time marketing fee upon the initial sale and conveyance of the Released Lot with a completed home.

Developer hereby acknowledges that Developer has released its right to receive sums due to Developer referenced in the Declaration in connection with the Released Lots only.

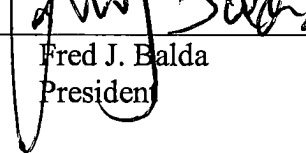
THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Developer does hereby release and discharge the Released Lots, and only the Released Lots, from the Declaration. This Partial Release of Declaration of Covenant Regarding Fee, and the execution thereof, shall not affect or impair the rights of Developer with respect to the Declaration on the remaining portion of the Property not herein specifically released.

EXECUTED on the date of the acknowledgments and effective as of the 10th day of February, 2022.

[SIGNATURE PAGES FOLLOW]

DEVELOPER:

H4WR PHASE 4 LLC,
a Texas limited liability company

By: 
Fred J. Balda
President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on February 10, 2022, by Fred J. Balda, President of H4WR Phase 4, LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

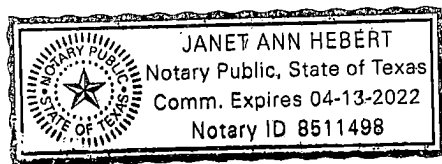


EXHIBIT "A"**RELEASED LOTS**

Lots 2 and 8 Block A, Lots 8, 12, 16, 20, 21, 30, 33, 38, 39, 48, 50, 54 and 59 Block B, Lots 10 and 11 Block C, Lots 5, 28, 35 and 36 Block D of Wolf Ranch West, Section 4A, an addition in Williamson County, Texas, according to the map or plat thereof recorded in County Clerk's File No. 2019075393 and replatted under 2019113309 and 2020041451, Plat Records, Williamson County, Texas

Lots 1, 7, 15 and 39 Block C, Lots 1, 7, 9 and 23 Block D, Lots 1, 2, 5 and 10 Block E, Lots 4 and 8 Block F of WOLF RANCH WEST, SECTION 4B, PHASE 2, a subdivision in Williamson County, Texas, according to the map or Plat recorded in Document Number 2019114626, Official Public Records of Williamson County, Texas.

⑧

Hillwood Communities-Wolf Ranch
129 Canyonview Rd
Georgetown, TX 78628

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2022024581

PAR Fee: \$34.00
02/25/2022 01:05 PM DLAM



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter "Declaration") is made by **DFH Coventry LLC d/b/a Coventry Homes** (hereinafter "Declarant"), a Florida limited liability company, as follows:

RECITALS

- 26-Prosperity Title-GF# 1203659/mw/15
- A. Property Address: 248 Diamondback Drive, Georgetown, TX 78628
(hereinafter "Property" consisting of the real property and all improvements thereon).
- B. Buyers(s): Madison Sweet and Beth Sweet
(hereinafter "Buyer" whether one or more).
- C. Legal Description: SEE ATTACHED
(include applicable lot, block, subdivision, section and county).
- D. Closing Date: April 28, 2022
(hereinafter "Closing Date").
- E. On the Closing Date, Declarant sold and conveyed the Property to Buyer.
- F. The contract through which Buyer purchased the Property from Declarant ("Contract") contains the arbitration provisions set forth in Exhibit A attached hereto, which shall run with the land.
- G. Declarant makes this Declaration for the purpose of subjecting the Property to one or more restrictive covenants as more particularly described below. Buyer joins herein to evidence Buyer's acceptance of the Property subject to this Declaration and Buyer's agreement to the terms and conditions hereof.

NOW, THEREFORE, Declarant hereby subjects the Property to certain covenants, conditions and restrictions as more particularly described below.

DECLARATION

1. Recitals. The Recitals set forth above are incorporated herein as a substantive part of this Declaration.
2. Arbitration. The Contract contains the arbitration provisions set forth in Exhibit A hereof, which are incorporated herein as a substantive part of this Declaration:
3. Applicability. Buyer and Buyer's successors and assigns, and any future owner or occupier of the Property, shall be bound by the terms and conditions of the arbitration provisions set forth in Exhibit A and all references to "Buyer" in such arbitration provisions shall apply equally to the Buyer(s) named herein, together with Buyer's successors and assigns, and any future owner or occupier of the Property.
4. Term. This Declaration shall have a term of fifteen (15) years commencing on the Closing Date, after which time it shall automatically expire in accordance with arbitration provisions recited Exhibit A. Notwithstanding the foregoing, if Declarant becomes the owner of the Property, this Declaration shall terminate and be of no further force or effect as to Declarant or the Property.
5. Miscellaneous.
 - (a) Successors and Assigns; Covenants Running with the Property. The benefits of this Declaration shall inure to the benefit of the parties and their respective successors and assigns (including any future owner or occupier of the Property), and the burdens and obligations of this Declaration shall be binding upon the parties and their respective successors and assigns (including any future owner or occupier of the Property), and shall be deemed to be covenants that run with the Property.
 - (b) Invalidity. If any portion of this Declaration is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Declaration shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure of either party to enforce against the other party any term or provision of this Declaration shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other term or provision.
 - (c) Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Texas (except as to construction and enforcement of the foregoing arbitration provisions, which shall be governed by the laws of the United States).
 - (d) Counterparts. This Declaration may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one instrument.

- (e) Attorney's Fees. The prevailing party to any legal proceedings in regards to the enforcement of this Declaration shall be entitled to recover the from the non-prevailing party (specifically including any subsequent transferee of the Property), the prevailing party's reasonable and necessary attorney's fees and litigation expenses incurred in enforcing this Declaration.
- (f) Recording. This Declaration shall be recorded in the Real Property Records of each county in which the Property is located.

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants has been executed to be effective as of the Closing Date stated above.

Nothing contained herein shall override, supersede, or impede either parties right to arbitration as set forth in Exhibit A.

DECLARANT:

DFH COVENTRY LLC. d/b/a COVENTRY HOMES
a Florida limited liability company by,

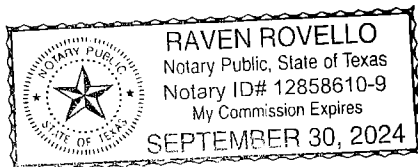
By: Joy Fleming
Name: Joy Fleming
Title: Authorized Agent

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on April 29, 2022, by Joy Fleming, Authorized Agent of DFH Coventry LLC d/b/a Coventry Homes a Florida Limited Liability company.



Raven Rovello
Notary Public, State of Texas

ACCEPTED AND AGREED:Buyer: *Madison Sweet*

Madison Sweet

Buyer: *Beth Sweet*

Beth Sweet

STATE OF TEXAS

§

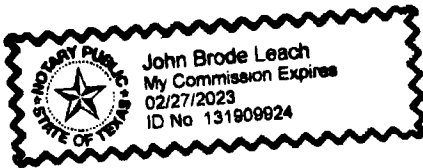
COUNTY OF *Wichita*

§

§

This instrument was acknowledged before me on *28th*, 20*22*, by
Madison Sweet and Beth Sweet

("Buyer(s)").



John Brode Leach
Notary Public, State of Texas

*John Brode Leach***AFTER RECORDATION
RETURN ORIGINAL TO:**

General Counsel
DFH Coventry LLC. d/b/a
Coventry Homes
7676 Woodway, Suite 104
Houston, Texas 77063

DECLARATION OF RESTRICTIVE COVENANTS

EXHIBIT A

25. ARBITRATION:

- A. **BROAD FORM AGREEMENT TO ARBITRATE:** ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS CONTRACT, THE BREACH THEREOF, OR RELATING DIRECTLY OR INDIRECTLY TO THIS CONTRACT, THE PURCHASE, CONSTRUCTION OR REPAIR OF THE HOME AND IMPROVEMENTS WHICH ARE THE SUBJECT OF THIS CONTRACT, AND/OR THE PROPERTY, INCLUDING ANY AND ALL CLAIMS AGAINST SELLER AND/OR SELLER'S AGENTS, PARTNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, MATERIALMEN, OR SUPPLIERS, SHALL BE SETTLED BY BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C., § 1, *ET SEQ.* THE PARTIES ACKNOWLEDGE AND AGREE THAT THE TRANSACTION MADE THE BASIS OF THIS CONTRACT INVOLVES AND AFFECTS INTERSTATE COMMERCE. AT CLOSING, BUYER SHALL EXECUTE A RESTRICTIVE COVENANT ("COVENANT") FOR RECORDATION IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED, CONFIRMING THAT THE ARBITRATION PROVISIONS OF THIS CONTRACT ("ARBITRATION PROVISIONS") SHALL BE BINDING UPON BUYER, BUYER'S SUCCESSORS AND ASSIGNS, AND ANY FUTURE OWNER OR OCCUPIER OF THE PROPERTY, FOR A PERIOD OF FIFTEEN (15) YEARS FOLLOWING CLOSING ("COVENANT PERIOD"). AT THE CONCLUSION OF THE COVENANT PERIOD, THE COVENANT SHALL AUTOMATICALLY EXPIRE AND BE OF NO FURTHER FORCE OR EFFECT, EXCEPT AS TO ARBITRATION AND/OR LEGAL PROCEEDINGS WHICH ARE IN PROGRESS AT THE TIME OF ITS EXPIRATION. IN THOSE INSTANCES, THE ARBITRATION PROVISIONS SHALL SURVIVE ONLY AS TO THE PROCEEDINGS IN PROGRESS UNTIL THEY ARE CONCLUDED BY ENTRY OF A FINAL, NON-APPEALABLE ARBITRATION AWARD OR JUDGMENT.
- B. **WAIVER OF JURY TRIAL:** THE PARTIES ACKNOWLEDGE THAT BY EXECUTING THIS AGREEMENT, THEY WAIVE VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO TRIAL IN A COURT OF LAW AND THE RIGHT TO TRIAL BY JURY.
- C. **ARBITRATION OF CONSTRUCTION DEFECT DISPUTES:** IF THE DISPUTE IS FOR ONLY (I) ONE OR MORE ALLEGED "CONSTRUCTION DEFECTS" (AS DEFINED BY THE ACT), (II) THE CLAIMANT(S) SEEKS ONLY THOSE REMEDIES APPLICABLE TO CONSTRUCTION DEFECTS AVAILABLE UNDER THE ACT, AND (III) THE CLAIMANT(S) ASSERTS NO OTHER CLAIMS AND SEEKS NO OTHER REMEDIES APART FROM (I) AND (II), THEN THE ARBITRATION SHALL BE CONDUCTED AND ADMINISTERED IN ACCORDANCE WITH THE BUILDER LIMITED WARRANTY.
- D. **ARBITRATION OF ALL OTHER DISPUTES:** IN ALL CASES WHICH ARE NOT GOVERNED BY PART C ABOVE (INCLUDING WITHOUT LIMITATION ALL INSTANCES WHERE CONSTRUCTION DEFECT CLAIMS ARE JOINED WITH OTHER CLAIMS), THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS CONSTRUCTION INDUSTRY ARBITRATION RULES (AS SUPPLEMENTED BY AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES, WHERE APPLICABLE) IN EFFECT AT THE TIME THE DEMAND FOR ARBITRATION IS FILED. AAA FAST TRACK PROCEDURES SHALL APPLY ONLY UPON THE FURTHER WRITTEN CONSENT OF ALL PARTIES TO THE ARBITRATION PROCEEDING.

- E. GENERAL PROVISIONS: WITHIN A REASONABLE TIME AFTER THE CONTROVERSY HAS ARISEN, THE PARTY REQUESTING RELIEF SHALL FILE A WRITTEN DEMAND FOR ARBITRATION AND PAY APPLICABLE FILING FEES. THE ARBITRATION PROCEEDING SHALL BE CONDUCTED IN THE FEDERAL JUDICIAL DISTRICT WHERE THE PROPERTY IS LOCATED, UNLESS OTHERWISE AGREED BY THE PARTIES. IN ALL INSTANCES, THE PARTIES MAY AGREE UPON ONE (1) ARBITRATOR, BUT IN THE EVENT THE PARTIES CANNOT AGREE, THERE SHALL BE THREE (3) NEUTRAL ARBITRATORS APPOINTED IN ACCORDANCE WITH THE APPLICABLE ARBITRATION RULES. IN THE EVENT THE APPLICABLE ARBITRATION RULES MANDATE THAT THE DISPUTE SHALL BE SUBMITTED TO A SINGLE ARBITRATOR AND THE PARTIES CANNOT AGREE AS TO THE SELECTION OF SUCH ARBITRATOR, THEN THERE SHALL BE THREE (3) NEUTRAL ARBITRATORS APPOINTED IN ACCORDANCE WITH THE APPLICABLE ARBITRATION RULES, WITH THE COST OF THE TWO (2) ADDITIONAL ARBITRATIONS BEING ADVANCED BY SELLER. UNLESS THE APPLICABLE ARBITRATION RULES MANDATE OTHERWISE, ALL ARBITRATORS SHALL BE ATTORNEYS AT LAW, LICENSED TO PRACTICE IN THE STATE OF TEXAS, WITH SUBSTANTIAL EXPERIENCE IN THE SINGLE FAMILY RESIDENTIAL CONSTRUCTION INDUSTRY. IF THERE IS ONLY ONE (1) ARBITRATOR, HIS CONCLUSIONS SHALL BE BINDING AND CONCLUSIVE ON THE PARTIES. IF THERE ARE THREE (3) ARBITRATORS, THE DECISION OF ANY TWO (2) SHALL BE BINDING AND CONCLUSIVE. COSTS OF ARBITRATION SHALL BE ALLOCATED BETWEEN OR AMONG THE PARTIES AS PROVIDED BY THE APPLICABLE ARBITRATION RULES, OR IN THE ABSENCE OR INAPPLICABILITY OF SUCH RULES, AS DETERMINED BY THE ARBITRATOR(S). IF ANY PARTY COMMENCES LITIGATION IN VIOLATION OF THIS AGREEMENT, OR FAILS OR REFUSES TO TIMELY SUBMIT TO ARBITRATION IN ACCORDANCE WITH THIS AGREEMENT, SUCH PARTY SHALL REIMBURSE THE OTHER PARTY FOR THE COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES: (A) INCURRED IN SEEKING A STAY, ABATEMENT OR DISMISSAL OF SUCH LITIGATION; OR (B) INCURRED IN JUDICIALLY COMPELLING ARBITRATION. THE FOREGOING DOES NOT PRECLUDE A PARTY FROM SEEKING EMERGENCY RELIEF FROM A COURT OF COMPETENT JURISDICTION AND THE PROSECUTION OF A REQUEST FOR EMERGENCY RELIEF WILL NOT BE DEEMED A WAIVER OF THE ARBITRATION PROVISIONS CONTAINED HEREIN.
- F. JOINDER: THE PARTIES AGREE THAT SELLER MAY JOIN IN ANY ARBITRATION PROCEEDING CONDUCTED HEREUNDER, ONE OR MORE OF SELLER'S SUBCONTRACTORS, SPECIALTY CONTRACTORS, MATERIAL SUPPLIERS, ENGINEERS, DESIGNERS AND/OR SUCH OTHER PERSONS OR ENTITIES (COLLECTIVELY WHETHER ONE OR MORE "THIRD-PARTY") WHERE: (A) THE SERVICES PROVIDED, WORK PERFORMED OR MATERIALS SUPPLIED BY SUCH THIRD-PARTY FORMS THE BASIS, DIRECTLY OR INDIRECTLY, IN WHOLE OR PART, OF THE CLAIMS MADE THE SUBJECT OF THE ARBITRATION PROCEEDING; (B) SUCH THIRD-PARTY IS SUBSTANTIALLY INVOLVED IN A COMMON QUESTION OF FACT OR LAW; OR (C) THE PRESENCE OF SUCH THIRD-PARTY IS REQUIRED TO ACCORD THE PARTIES COMPLETE RELIEF IN THE ARBITRATION.
- G. FINANCIAL CAPACITY: BUYER AND SELLER EACH REPRESENT THAT THEY HAVE ADEQUATE FINANCIAL CAPACITY TO AVAIL THEMSELVES OF THE ARBITRATION REMEDIES PROVIDED HEREIN AND THAT PARTICIPATION IN ARBITRATION WILL NOT CONSTITUTE A FINANCIAL HARDSHIP.
- H. MANAGEMENT APROVAL: BUYER UNDERSTANDS AND AGREES THAT SELLER'S MANAGEMENT'S APPROVAL AND ACCEPTANCE OF THIS CONTRACT PURSUANT TO PARAGRAPH 31 HEREOF IS CONDITIONED IN PART AND IN RELIANCE UPON BUYER'S ACKNOWLEDGMENT OF AND AGREEMENT WITH THE PROVISIONS OF THIS PARAGRAPH 25.
- I. SURVIVAL: THE PROVISIONS OF THIS PARAGRAPH 25 SHALL SURVIVE THE CLOSING OF THIS TRANSACTION.

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 1202659

Lot 2, Block A, of REPLAT OF REPLAT WOLF RANCH WEST, SECTION 4A, a subdivision in Williamson County, Texas, according to the map or Plat recorded in Document Number 2020041451, Official Public Records of Williamson County, Texas.

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2022054389

Pages: 8 Fee: \$50.00

05/02/2022 11:31 AM

PKINNE



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



PARTIAL RELEASE OF DECLARATION OF COVENANT REGARDING FEE

Reference is made to that certain DECLARATION OF COVENANT REGARDING FEE (the "Declaration"), executed by **H4WR Phase 4, LLC**, a Texas limited liability company ("Developer"), recorded as Instrument Number 2019078830 of the Official Public Records of Williamson County, Texas. The Declaration affects the certain single-family lot described on Exhibit "A" attached hereto (the "Released Lot") and references certain obligations of any owner of the Released Lot to pay Developer a one-time marketing fee upon the initial sale and conveyance of the Released Lot with a completed home.

Developer hereby acknowledges that Developer has released its right to receive sums due to Developer referenced in the Declaration in connection with the Released Lot only.

THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Developer does hereby release and discharge the Released Lot, and only the Released Lot, from the Declaration. This Partial Release of Declaration of Covenant Regarding Fee, and the execution thereof, shall not affect or impair the rights of Developer with respect to the Declaration on the remaining portion of the Property not herein specifically released.

EXECUTED on the date of the acknowledgments and effective as of the 3 day of June, 2022.

[SIGNATURE PAGES FOLLOW]

DEVELOPER:

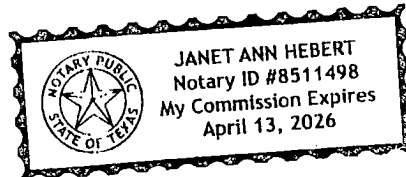
H4WR PHASE 4 LLC,
a Texas limited liability company

By: _____

Fred J. Balda
President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on June 3, 2022, by Fred J. Balda, President of H4WR Phase 4, LLC, a Texas limited liability company, on behalf of said limited liability company.



Janet Ann Hebert
Notary Public, State of Texas

EXHIBIT "A"**RELEASED LOTS**

Lots 6, 15, 16, 20 of Block A; Lots 6, 7, 53, 80 of Block B, Lots 2, 3, 7, 9, 17, 23, 41, in Block C, Lots 1, 3, 24, 29, 34 Block D of Wolf Ranch West, Section 4A, an addition in Williamson County, Texas, according to the map or plat thereof recorded in County Clerk's File No. 2019075393 and replatted under 2019113309, Plat Records, Williamson County, Texas.

(6)

Hillwood Communities-Wolf Ranch
129 Canyonview Rd
Georgetown, TX 78628

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2022070010

PAR Fee: \$34.00
06/07/2022 03:59 PM DLAM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



Sunfield, Belvedere, Palmoa Lake, The Colony, Rough Hollow, Highlands, Tuscan Summit, Wolf Ranch

**MANAGEMENT CERTIFICATE
OF
WOLF RANCH RESIDENTIAL COMMUNITY**

The undersigned, being an officer of Wolf Ranch Residential Community, and in accordance with Section 209.004 of the Texas Property Code, does hereby certify and updates and replaces any previously recorded management certificate for this community association, including instruments recorded as Document 2020107375 as follows:

1. The name of the subdivision: Wolf Ranch.
2. The name of the association: Owners Association of Wolf Ranch Residential Community, Inc., a Texas non-profit corporation.
3. The recording data for the subdivision: Maps for Wolf Ranch Residential Community are recorded in the plat records, in Williamson County, The City of Georgetown, Texas.
 - Wolf Ranch West Section 1A Phase 1 Final Plat recorded on September 13, 2016, in Instrument No. 20160085214, Real Property Records of Williamson County, Texas.
 - Wolf Ranch West Section 1A Phase 2 Final Plat recorded on September 13, 2016, in Instrument NO. 2016085272, Real Property Records of Williamson County, Texas.
 - Wolf Ranch West Section 1A Phase 3 Final Plat recorded on September 13, 2016, in Instrument No. 2016085463, Real Property Records of Williamson County, Texas.
 - Wolf Ranch West Section 1 Phase AG Final Plat recorded on May 11, 2021, in Instrument No. 2021070191 , Real Property Records of Williamson County, Texas
 - Wolf Ranch West Section 1BG Final Plat recorded on November 15th, 2021, in Instrument No. 2021140830, Real Property Records of Williamson County, Texas.
 - Wolf Ranch West Section 2 Phase 1 Final Plat recorded on June 18, 2018, in Instrument No. 2018051990, Real Property Records of Williamson County, Texas.

- Wolf Ranch West Section 2 Phase 2 Final Plat recorded on June, 14th 2023 in Instrument No. 2018051828, Real Property Records of Williamson County, Texas.
- Wolf Ranch West Section 3 Phase 1 Final Plat recorded on March, 19th 2020 in Instrument No. 2020028220, Real Property Records of Williamson County, Texas.
- Wolf Ranch West Section 3 Phase 2 Final Plat recorded on April 14th, 2022 in Instrument No. 2022046720, Real Property Records of Williamson County, Texas.
- Wolf Ranch West Section 4A Final Plat 1-3 recorded on August 14, 2019 in Instrument No. 2019075393, Real Property Records of Williamson County, Texas.
- Wolf Ranch West Section 4A Final Plat recorded on April 4, 2020, in Instrument No. 2020041451, Real Property Records of Williamson County, Texas.
- Wolf Ranch West Section 4B June 14th, 2023, Phase 1 Final Plat recorded on in Instrument No. 2018051828, Real Property Records of Williamson County, Texas.
- Wolf Ranch West Section 4B Phase 2 Final Plat recorded on November, 26th 2019, in Instrument No. 2019114626, Real Property Records of Williamson County, Texas.
- Wolf Ranch West Section 5 Final Plat recorded on September 28, 2022, in Instrument No. 2022111986, Real Property Records of Williamson County, Texas.
- Wolf Ranch West Ranch Section 6 Phase 1 Final Plat recorded on August 3rd, 2020, in Instrument No. 2020088052 Real Property Records of Williamson County, Texas.
- Wolf Ranch West Ranch Section 6 Phase 2 Final Plat recorded on December 11th, 2020, in Instrument No. 2020157684 Real Property Records of Williamson County, Texas.
- Wolf Ranch West Section 8, Phase I recorded on May 3rd, 2022, in Instrument Document No. 2022058325 Real Property Records of Williamson County, Texas.

4. The recording data for the declaration: The Declaration of Covenants, Conditions and Restrictions for Wolf Ranch Residential Community recorded on November 23, 2015 under

Document No. 2015102163 in the Official Public Records of Williamson County, Texas amended as:

- First Amendment, Instrument No. 2019026925 was recorded on, April, 01, 2019, Real Property Records of Williamson County, Texas.
 - First Amended and Restated Declaration, Document No. 2020107375 was recorded on, September 9th, 2020, Real Property Records of Williamson County, Texas.
 - Supplemental Declaration of Covenants, Conditions and Restrictions of Wolf Ranch Residential Community (Phase 2), Document No. 2017089164, on September 26, 2017
 - Supplemental Declaration of Covenants, Conditions and Restrictions of Wolf Ranch Residential Community (Phase 4), Document No. 2019024804, on March 27, 2019
 - Supplemental Declaration of Covenants, Conditions and Restrictions of Wolf Ranch Residential Community (Sec 6), Document No. 2019051054, on June 10, 2019
 - Supplemental Declaration of Covenants, Conditions and Restrictions of Wolf Ranch Residential Community (Phase 3A), Document No. 2019109580, on November 14, 2019
 - Supplemental Declaration of Covenants, Conditions and Restrictions of Wolf Ranch Residential Community (Phase 1), Document No. 2021054038, on April 13, 2021.
 - Supplemental Declaration of Covenants, Conditions and Restrictions of Wolf Ranch Residential Community (Phase 2G), Document No. 2022042324, on April 04, 2022
 - Supplemental Declaration of Covenants, Conditions and Restrictions of Wolf Ranch Residential Community (Phase 5), Document No. 2022042325, on April 04, 2022
 - Supplemental to Declaration Instrument No. 2022100723 was recorded on August 26, 2022, Real Property Records of Williamson County, Texas.
5. The name and mailing address of the association: Owners Association of Wolf Ranch Residential Community; ; c/o First Service Residential, Plaza 290, 5316 West US-290 Service Road, Suite 100, Austin, Texas 78735.

6. The mailing address of the person managing the association: Owners Association of Wolf Ranch Residential Community; c/o First Service Residential, Plaza 290, 5316 West US-290 Service Road, Suite 100, Austin, Texas 78735.

7. Schedule of Closing Costs and Fees:

Ownership Transfer Fee	\$350.00
Resale Disclosure Package (6 - 10 days; 3-5 days; 1-2 days)	\$375.00; \$450.00; \$500.00
Resale Certificate Update	\$75.00
Fee Sheet/Statement of Account (6 - 10 days; 3 - 5 days; 1 - 2 days)	\$35.00; \$50.00; \$75.00
Refinance Certificate (6 - 10 days; 3 - 5 days; 1 - 2 days)	\$125.00; \$200.00; \$250.00
Uniform Condo Questionnaire (6 - 10 days; 3 - 5 days)	\$220.00; \$325.00

Lender Form Mortgage Questionnaire - CONDO (6 - 10 days)	\$350.00
HOA Questionnaire (6 - 10 days)	\$250.00

[SIGNATURE PAGE FOLLOWS]

This Certificate is effective as of the 18 day of August, 2023.

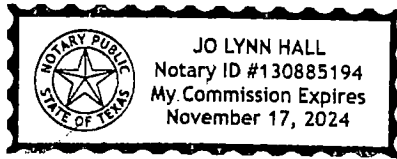
OWNERS ASSOCIATION OF WOLF RANCH RESIDENTIAL COMMUNITY, a Texas non-profit corporation

By Kristie Roe Zapp
 Name: Kristie Roe Zapp
 Title: President, Central Texas

THE STATE OF TEXAS §
 COUNTY OF Williamson §

This instrument was acknowledged before me on the 18 day of August, 2023, by Kristie Roe Zapp, the President of Owners Association of Wolf Ranch Residential Community, a Texas non-profit corporation, on behalf of said non-profit corporation.

[SEAL]



[Signature]
 Notary Public Signature

AFTER RECORDING RETURN TO:

Jo Hall
 FirstService Residential
 5316 West US-290, Ste. 100
 Austin, TX 78735

① Hillwood Communities-Wolf Ranch
 129 Canyonview Rd
 Georgetown, TX 78628

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS 2023075213

PMC Fee: \$46.00
 09/07/2023 03:34 PM CFIRESTONE



Nancy E. Rister
 Nancy E. Rister, County Clerk
 Williamson County, Texas



AMENDMENT
to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
WOLF RANCH RESIDENTIAL COMMUNITY

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, H4 WR, LP, a Texas limited partnership, as Declarant, caused the instrument entitled "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wolf Ranch Residential Community," (the "**Declaration**") to be recorded in the Official Public Records of Real Property of Williamson County, Texas under Clerk's File No. 2020107375, which instrument imposes various covenants, conditions, restrictions, easements, liens and charges on the Property (as defined in the Declaration); and

WHEREAS, Article XV Section 15.4, of the Declaration provides the Declaration may be amended by the Declarant without a vote or the consent of any other party; and

WHEREAS, the Development Period remains in effect and the Declarant wishes to amend Article III;

NOW, THEREFORE, Article III, of the Declaration is hereby amended to add the following Section 3.13, entitled "**Leasing**":

3.13. Leasing. It is permitted for Owners to lease (as defined below) a residence in the Subdivision, so long as:

- (1) Occupants are leasing the entire Lot (including all land and Improvements comprising the Lot and residence) for use as a residence;
- (2) The term of the lease is greater than six (6) months;
- (3) The lease is to occupants who comprise a single family;
- (4) The Owner and the occupants have the intent that the occupants remain on the Lot for the entire term of the lease, and that it become the occupants' place of permanent residency; that is, the occupants will make the Lot and residence their permanent home;
- (5) The Lot, residences or any portion thereof is not subleased or part of a member entity agreement;

- (6) The Lot is not made subject to any type of timesharing agreement, fraction-sharing or similar program where the right to the exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years;
- (7) The lease is in writing;
- (8) The Owner provides the Association with the name, mailing address, phone number, and e-mail address of each person who will reside at the residence and the commencement date and term of the lease at least 10 days prior to the start of the lease term; and
- (9) The lease complies with any dedicatory instrument recorded by the Association, including any leasing policy, rule, or regulation promulgated by the Board of Directors of the Association.

The term “**leasing**” as used herein means the occupancy of a Lot and residence by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Uses such as subleases, temporary or transient housing, or short-term leases, house exchanges, hotel, motel, vacation rental, AirBnB, VRBO, and bed and breakfast for less than six (6) months will each be considered a “**business use**” and are expressly prohibited. Leasing pursuant to this section will not be considered a “**business use**”. The provisions regarding leasing contained herein will not preclude: (A) the Association or an institutional lender from leasing a residence upon taking title following foreclosure of its security interest in the Lot and residence or upon acceptance of a deed in lieu of foreclosure, (B) the seller or transferor of a Lot and residence from leasing back the residence on such Lot for a period of time up to six (6) months after the closing of the sale or transfer of such Lot and residence, or (C) the leasing of a Lot and residence on a month-to-month basis after the expiration of a lease in compliance with this section to the occupant who executed the original lease. Leases will not relieve the Owner from compliance with the Declaration or the dedicatory instruments of the Association.

(A) Rules and Regulations. The Board of Directors of the Association may promulgate policies or rules and regulations further governing the leasing of Lots (including all land and Improvements comprising the Lot and/or residence). All leases must be in writing, subject the occupants to the dedicatory instruments and will contain such terms as the Board of Directors of the Association may prescribe from time to time. The Board of Directors of the Association and the Association will not be responsible for any loss, damage, or injury to any person or property arising out of authorized or unauthorized leasing.

(B) Governing Law. It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by State or federal law. If it is found that this provision is in violation of any applicable law, then this provision will be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by applicable law.

(C) Violations. In addition to any other remedies available at law or otherwise, any violation of this section by an owner or occupant will subject the Owner to fines, as determined and established by the Board of Directors of the Association, and in accordance with any State or federal law. Such fines will be the personal obligation of the Owner and a lien against the respective lot to be enforced in the same manner as assessments pursuant to Article VI hereof.

Except as amended herein, all provisions in the Declaration, as amended, remain in full force and effect.

Capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the date of the acknowledgement, to be effective upon recording in the Official Public Records of Real Property of Williamson County, Texas.

DECLARANT:

H4 WR, LP, a Texas limited partnership

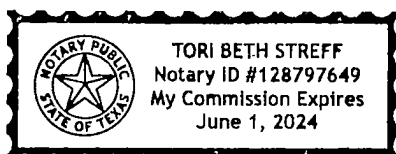
By: 

Printed: DUKE KERRIGAN

Its: PRESIDENT

THE STATE OF TEXAS §
 §
 COUNTY OF Williamson §

BEFORE ME, the undersigned notary public, on this 26th day of March, 2024, personally appeared Duke Kerrigan, as President of H4 WR, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.




 Notary Public in and for the State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2024024328

REST Fee: \$33.00
03/28/2024 11:30 AM

CFIRESTONE



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

① Hillwood Communities-Wolf Ranch
129 Canyonview Rd
Georgetown, TX 78628