ELECTRONICALLY RECORDED 2018004152
TRV 88 PGS

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

WILDHORSE

MASTER COVENANT

Travis County, Texas

NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS COVENANT UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PORTION OF THE PROPERTY IS FILED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IN ACCORDANCE WITH SECTION 9.05 BELOW.

Declarant: **TITAN TEXAS DEVELOPMENT, LLC**, a Delaware limited liability company, doing business as HOM Titan Development, LLC

WILDHORSE

MASTER COVENANT

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MASTER COVENANT

This WildHorse Master Covenant (this "**Covenant**") is made by **TITAN TEXAS DEVELOPMENT, LLC**, a Delaware limited liability company, doing business as HOM Titan Development, LLC ("**Declarant**"), **TITAN HOM, LLC**, a Delaware limited liability company, **HEART OF MANOR, LP**, a Texas limited partnership, and **TEXAS WH200, LP**, a Delaware limited partnership (collectively, the "**Additional Property Owners**"), and is as follows:

RECITALS:

A. Declarant, together with the Additional Property Owners, are all of the present owners of that certain 1,523.4059 acres, more or less, of real property located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto (the "**Property**").

B. Declarant and the Additional Property Owners desire to create a uniform plan for the development, improvement, and sale of the Property, which development and improvement of the Property may be accomplished by successors and assigns of Declarant and/or the Additional Property Owners as future owners or developers of the Property, and Declarant and the Additional Property Owners are not in any manner agreeing to or obligating themselves to undertake development activities with respect to the Property.

C. Portions of the Property may be made subject to this Covenant upon the filing of one or more Notices of Applicability pursuant to *Section 9.05* below, and once such Notices of Applicability have been filed, the portions of the Property described therein will constitute the Development (as defined below) and will be governed by and fully subject to this Covenant, and the Development in turn will be comprised of separate Development Areas (as defined below) which will be governed by and subject to separate Development Area Declarations (as defined below) in addition to this Covenant.

D. This Covenant serves notice that upon the further filing of one or more Notices of Applicability, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Covenant.

NOW, THEREFORE, it is hereby declared that: (i) those portions of the Property as and when made subject to this Covenant by the filing of a Notice of Applicability will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) each contract or deed conveying those portions of the Property which are made subject to this Covenant will conclusively be held to have been executed, delivered, and accepted subject to the following

covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

This Covenant uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of the Covenant, the text will control.

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified:

"**Applicable Law**" means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Development, and any other applicable building codes, zoning restrictions, permits and ordinances adopted by a Governmental Entity (defined below), which are in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision. Statutes, ordinances and regulations specifically referenced in the Documents are "Applicable Law" on the effective date of the Document, and are not intended to apply to the Development if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"**Assessment**" or "**Assessments**" means assessments imposed by the Association under this Covenant.

"**Assessment Unit**" has the meaning set forth in *Section 5.08*.

"**Association**" means WildHorse Master Community, Inc., a Texas non-profit corporation, which will be created by Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Covenant. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Covenant, the Certificate, the Bylaws, and Applicable Law.

"**Board**" means the Board of Directors of the Association.

"**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 and/or Condominium Units. The services provided under Bulk Rate Contracts may include, without limitation, security services, trash pick up services, propane service, natural gas service, landscape services and any other services of any kind or nature which are considered by the Board to be beneficial. Each Bulk Rate Contract must be approved in advance and in writing by Declarant until expiration or termination of the Development Period.

"**Bylaws**" means the Bylaws of the Association as adopted and as amended from time to time.

"**Certificate**" means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

"**Commercial Lot**" means a Lot within the Development, other than Common Area or Special Common Area that is intended and designated for business or commercial use. Business or commercial use shall include, but not be limited to, all office, retail, wholesale, manufacturing, and service activities, and shall also be deemed to include multi-family, duplex and apartment housing of various densities. A Commercial Lot, for the purpose of this Covenant, may also include a Lot on which a residential condominium will be impressed.

"**Common Area**" means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities held by Declarant for the benefit of the Association or its Members. Declarant reserves the right, from time to time and at any time, to designate by written and Recorded instrument portions of the Property being held by Declarant for the benefit of the Association. Upon the filing of such designation, the portion of the Property identified therein will be considered Common Area for the purpose of this Covenant. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be for the use and enjoyment of the Owners and members of the public. Declarant reserves the right to require that certain portions of the Common Area be maintained by an Owner in lieu of the Association provided that the portion of such Common Area and responsibility for maintenance is identified and set forth in the Development Area Declaration applicable to such Owner's Lot.

"**Community Manual**" means the community manual, which may be initially adopted by Declarant or the board of the Association and Recorded as part of the initial project documentation for the benefit of the Association. The Community Manual may include the Bylaws, Rules and other policies governing the Association. The Community Manual may be amended, from time to time, by either (i) Declarant, acting alone, during the Development Period or (ii) by a Majority of the Board.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Development.

"**Declarant**" means **TITAN TEXAS DEVELOPMENT, LLC**, a Delaware limited liability company, doing business as HOM Titan Development, LLC. Notwithstanding any provision in this Covenant to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Covenant to any person. Declarant may also, by Recorded written

instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Covenant.

"**Design Guidelines**" means the standards for design and construction of Improvements proposed to be placed on any Lot or Condominium Unit, and adopted pursuant to *Section 6.04(b)*, as the same may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Development. The WildHorse Reviewer may adopt, and amend from time to time, the Design Guidelines applicable to the Development or any Development Area. The Design Guidelines may be Recorded as a separate written instrument or may be incorporated into a Development Area Declaration by exhibit or otherwise.

"**Development**" refers to all or any portion of the Property made subject to this Covenant by the filing of a Notice of Applicability.

"**Development Area**" means any part of the Development (less than the whole), which Development Area may be subject to Development Area Declaration in addition to being subject to this Covenant.

"**Development Area Declaration**" means, with respect to any Development Area, the separate instruments containing covenants, restrictions, conditions, limitations and/or easements, to which the property within such Development Area is subjected.

"**Development Period**" means the period of time beginning on the date when this Covenant has been Recorded, and ending twelve (12) months after Declarant, the Additional Property Owners and their respective affiliates no longer own any portion of the Property, unless earlier terminated by Declarant. Declarant may terminate the Development Period by an instrument executed by Declarant and Recorded. 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 Development, and the right to direct the size, shape and composition of the Property and the Development.

"**Documents**" means, singularly or collectively, as the case may be, this Covenant, the Certificate, Bylaws, the Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability as each may be amended from time to time, and any Rules promulgated by the Association pursuant to this Covenant or any Development Area Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is part of a Document.

"**Governmental Entity**" means (i) a public improvement district created pursuant to Chapter 372, Subchapter B of the Texas Local Government Code, including but not limited to the WildHorse Public Improvement District (the "**PID**"); (ii) a municipal utility district or water control and improvement district created pursuant to Article XVI, Section 59 of the Constitution of Texas and Chapters 49, 51 and 54, Texas Water Code; (iii) any other similarly constituted quasi-governmental entity created for the purpose of providing benefits or services to the

Development and/or the Property; or (d) any other regulatory authority with jurisdiction over the Development.

"**Homebuilder**" refers to any Owner who is in the business of constructing single-family residences for resale to third parties and acquires all or a portion of the Development to construct single-family residences for resale to third parties.

"**Improvement**" means any and all physical enhancements and alterations to the Development, including grading, clearing, removal of trees, site work, utilities, landscaping, trails, hardscape, exterior lighting, alteration of drainage flow, drainage facilities, detention/retention ponds, water features, fences, walls, signage, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature.

"**Lot**" means any portion of the Development designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a Plat other than Common Area, Special Common Area.

"**Majority**" means more than half.

"**Manager**" has the meaning set forth in *Section 3.07(h)*.

"**Members**" means every person or entity that holds membership privileges in the Association.

"**Mortgage**" or "**Mortgages**" means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

"**Mortgagee**" or "**Mortgagees**" means the holder(s) of any Mortgage(s).

"**Neighborhood Delegate**" means the representative elected by the Owners of Lots and Condominium Units in each Neighborhood (as defined in *Section 3.02* below) to cast the votes of all Lots and Condominium Units in the Neighborhood on all matters requiring a vote of the membership of the Association, except for the following situations in which this Covenant specifically requires Members to cast their vote individually: (i) changes to the term of the Covenant as described in *Section 10.01;* (ii) amendments to the Covenant as described in *Section 10.03;* and (iii) initiation of any judicial or administrative proceeding as described in *Section 10.04*. Notwithstanding the foregoing, a Development Area Declaration, the Certificate, and/or the Bylaws may set forth additional circumstances in which the Members are required to cast their vote individually, and voting by Neighborhood Delegates is prohibited.

"**Notice of Applicability**" means the Recorded notice executed by Declarant for the purpose of adding all or any portion of the Property to the terms and provisions of this Covenant in accordance with *Section 9.05* below.

"**Occupant**" means an occupant or tenant of a Lot or Condominium Unit, regardless of whether the person owns the Lot or Condominium Unit.

"**Owner**" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot or Condominium Unit. Mortgagees who acquire title to a Lot or Condominium Unit through a deed in lieu of foreclosure or through foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

"**Plat**" means a Recorded subdivision plat of any portion of the Development, and any amendments thereto.

"**Property**" means all of that certain real property described on Exhibit "A", attached hereto, subject to such additions thereto and deletions therefrom as may be made pursuant to *Section 9.03* and *Section 9.04* of this Covenant.

"**Record, Recording, Recordation and Recorded**" means recorded in the Official Public Records of Travis County, Texas.

"**Residential Developer**" refers to any Owner who acquires a Lot for the purpose of resale to a Homebuilder.

"**Residential Lot**" means a portion of the Development shown as a subdivided lot on a Plat, other than Common Area and Special Common Area, which is intended solely for single-family residential use.

"**Rules**" means any instrument, however denominated, which is adopted by the Board for the regulation and management of the Development, including any amendments to those instruments.

"**Service Area**" means a group of Lots and/or Condominium Units designated as a separate Service Area pursuant to this Covenant for purpose of receiving benefits or services from the Association which are not provided to all Lots and Condominium Units. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Lots. A Lot or Condominium Unit may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in *Section 2.04*.

"**Service Area Assessments**" means assessments levied against the Lots and/or Condominium Units in a particular Service Area to fund Service Area Expenses, as described in *Section 5.05*.

"**Service Area Expenses**" means 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.

"**Special Assessments**" means assessments levied by the Board in accordance with *Section 5.06* of this Covenant.

"**Special Common Area**" means any interest in real property or improvements which is designated by Declarant in a Notice of Applicability filed pursuant to *Section 9.05*, in a Development Area Declaration or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Special Common Area which is assigned for the purpose of exclusive use and/or the obligation to pay Special Common Area Assessments attributable thereto, to one or more, but less than all of the Lots, Condominium Units, Owners or Development Areas, and is or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by Declarant for the benefit of the Association. The Notice of Applicability, Development Area Declaration, or other written notice will identify the Lots, Condominium Units, Owners or Development Areas 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, entrance facilities and features, monumentation or signage, walkways or landscaping.

"**Special Common Area Assessments**" means assessments levied against the Lots and/or Condominium Units as described in *Section 5.04*.

"**Special Common Area Expenses**" means the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace Special Common Area, which may include a reasonable reserve for capital repairs and replacements.

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

"**Sub-Declaration**" means an independent declaration of covenants pertaining to all or a portion of a Development Area which provides for the creation of a Sub-Association and assessments to be levied by the Sub-Association to discharge costs and expenses anticipated to be incurred by the Sub-Association. Each Sub-Declaration must be approved in advance and in writing by Declarant during the Development Period, and a Majority of the Board after expiration or termination of the Development Period. Each Sub-Declaration will be subordinate to the terms and provisions of the Documents. In the event of a conflict between the terms and provisions of a Sub-Declaration and the terms and provisions of the Documents, the terms and provisions of the Documents will control.

"**WildHorse Reviewer**" means Declarant or its designee until expiration of termination of the Development Period. Upon expiration or termination of the Development Period, the

rights of the WildHorse Reviewer will automatically be transferred to the architectural control committee appointed by the Board, as set forth in *Section 6.02* below.

ARTICLE 2
GENERAL RESTRICTIONS

2.01 General.

(a) Conditions and Restrictions. All Lots and Condominium Units within the Development to which a Notice of Applicability has been filed in accordance with *Section 9.05*, will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Documents. **NO PORTION OF THE PROPERTY WILL BE SUBJECT TO THE TERMS AND PROVISIONS OF THIS COVENANT UNTIL A NOTICE OF APPLICABILITY HAS BEEN RECORDED.**

(b) Applicable Law. Ordinances and requirements imposed by local governmental authorities are applicable to all Lots within the Development. Compliance with the Documents is not a substitute for compliance with Applicable Law. Please be advised that the Documents do not purport to list or describe each restriction which may be applicable to a Lot and Condominium Unit located within the Development. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot or Condominium Unit. Furthermore, an approval by the WildHorse Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot or Condominium Unit.

(c) The PID. Each Owner is advised that the Property is located within the WildHorse Public Improvement District (the "**PID**"), authorized and created by the Travis County Commissioners Court on August 9, 2016, pursuant to a Travis County Resolution, in accordance with Texas Local Government Code Chapter 372 ("**PID Act**"). Travis County has levied, or will levy, special assessments on each parcel of land within the Property pursuant to a County assessment order, which is Recorded or to be Recorded. The special assessments are or will be covenants running with the land that will bind any and all current and successor Owners, and the liens created by the levy of the special assessments are a first and prior lien on the Property, subject only to liens for ad valorem taxes.

(d) WildHorse Reviewer Approval of Project Names. Each Owner is advised that the name used to identify each Development Area or any portion thereof for marketing or identification purposes must be approved in advance and in writing by the WildHorse Reviewer.

2.02 **Incorporation of Development Area Declarations.** Upon Recordation of a Development Area Declaration such Development Area Declaration will, automatically and without the necessity of further act, be incorporated into, and be deemed to constitute a part of

this Covenant, to the extent not in conflict with this Covenant, but will apply only to the Development Area described in and covered by such Development Area Declaration. To the extent of any conflict between the terms and provisions of a Development Area Declaration and this Covenant, the terms and provisions of this Covenant will apply.

2.03 **Conceptual Plans.** All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or the Development, including any statements or projections as to Assessments, and expressly including any of the foregoing prepared by Declarant (collectively, the "**Conceptual Plans**") are conceptual in nature and/or estimates only. **The land uses reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Property or the Development may include uses which are not shown on the Conceptual Plans and such land uses may by changed from time to time and at any time by Declarant without notice to any Owner. It is also understood and agreed that Assessments will change based on actual expenses incurred by the Association and no assurances are provided regarding the accuracy of any estimated Assessments.** Declarant makes no representation or warranty concerning the Conceptual Plans, proposed land uses, proposed planned Improvements, or Assessments attributable to all or any portion of the Property or the Development and no Owner will be entitled to rely upon the Conceptual Plans, or any statement made by Declarant or any of Declarant's representatives regarding proposed land uses, proposed or planned Improvements, or Assessments when making the decision to purchase any property or construct any Improvements within the Property or the Development. Each Owner who acquires a Lot or Condominium Unit within the Development acknowledges that the Development is a master planned community, the development of which will extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or changes in the Conceptual Plans as they may be amended or modified from time to time.

2.04 **Provision of Benefits and Services to Service Areas.**

(a) Declarant, in a Notice of Applicability filed pursuant to *Section 9.05* or in any written notice Recorded, may assign Lots and/or Condominium Units 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 and/or Condominium Units in addition to those which the Association generally provides to the Development. Declarant may unilaterally amend any Notice of Applicability or any written notice Recorded, 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 and/or Condominium Units within the Service Area as a Service Area Assessment.

(b) In addition to Service Areas which Declarant may designate, any group of Owners may petition the Board to designate their Lots and/or Condominium Units as a Service Area for the purpose of receiving from the Association: (i) special benefits or

services which are not provided to all Lots and/or Condominium Units; 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 and/or Condominium Units 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 the charge to made therefor, 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 and/or Condominium Units among all Service Areas receiving the same service). If approved by the Board, Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the Lots and/or Condominium Units 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 and/or Condominium Units within such Service Area as a Service Area Assessment.

ARTICLE 3
WILDHORSE MASTER COMMUNITY, INC.

3.01 **Organization.** The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Certificate nor the Bylaws will, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Covenant.

3.02 **Neighborhoods.** Every Lot and/or Condominium Units will be located within a "**Neighborhood.**" Lots and Condominium Units are grouped into Neighborhoods to: (i) facilitate a system of representative voting on certain matters which the Documents require approval of the Association's membership; and (ii) to promote a sense of community and belonging by permitting Owners and Occupants within a Neighborhood to share, discuss and take action on issues unique to their Neighborhood. A Neighborhood may be comprised of any number of Lots or Condominium Units and may include Lots or Condominium Units of more than one type, as well as Lots or Condominium Units that are not contiguous to one another. Each Neighborhood will elect one "Neighborhood Delegate" to cast the votes allocated to all Lots and Condominium Units in that Neighborhood on certain matters requiring a vote of the membership of the Association as more particularly described in the definition of "Neighborhood Delegate" in *Article 1* of this Covenant. However, until such time as Declarant first calls for election of a Neighborhood Delegate for a particular Neighborhood, each Owner of a Lot or Condominium Unit in such Neighborhood shall be considered a "Neighborhood Delegate" and may individually cast the vote allocated to such Owner's Lot or Condominium Units on any issue requiring a vote of the Neighborhood Delegates under this Covenant.

Each Notice of Applicability shall initially assign the portion of the Property described therein to a specific Neighborhood which may then exist (being identified and described in a

previously Recorded Notice of Applicability) or may be newly created. Declarant may Record an amendment to any previously Recorded Notice of Applicability to designate or change Neighborhood boundaries.

3.03 **Membership**.

(a) Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot or Condominium Unit that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot or Condominium Unit, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot or Condominium Unit. Within thirty (30) days after acquiring legal title to a Lot or Condominium Unit, if requested by the Board, an Owner must provide the Association with: (1) a copy of the recorded deed by which the Owner has acquired title to the Lot or Condominium Unit; (2) the Owner's address, phone number, and driver's license number, if any; (3) any Mortgagee's name and address; and (4) the name and phone number of any Occupant other than the Owner.

(b) Easement of Enjoyment – Common Area. Every Member will have a right and easement of enjoyment in and to all of the Common Area for its intended purposes and an access easement, if applicable, by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot or Condominium Unit, subject to the following restrictions and reservations:

(i) The right of Declarant, or Declarant's designee, to cause such Improvements and features to be constructed upon the Common Area, as determined from time to time by Declarant, in Declarant's sole and absolute discretion;

(ii) The right of the Association to suspend the Member's right to use the Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Covenant;

(iii) The right of Declarant, during the Development Period, and the Board thereafter, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;

(iv) With the advance written approval of Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;

(v) The right of Declarant, during the Development Period, and the Board, with the advance written approval of Declarant during the Development Period, to promulgate Rules regarding the use of the Common Area and any Improvements thereon; and

(vi) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by Declarant.

(c) Easement of Enjoyment – Special Common Area. Each Owner of a Lot or Condominium Unit which has been assigned use of Special Common Area in a Notice of Applicability, Development Area Declaration, or other Recorded instrument, will have a right and easement of enjoyment in and to all of such Special Common Area for its intended purposes, and an access easement, if applicable, by and through such Special Common Area, which easement will be appurtenant to and will pass with title to such Owner's Lot or Condominium Unit, subject to *Section 3.03(b)* above and subject to the following restrictions and reservations:

(i) The right of Declarant to cause such Improvements and features to be constructed upon the Special Common Area, as determined from time to time by Declarant, in Declarant's sole and absolute discretion;

(ii) The right of Declarant to grant additional Lots or Condominium Units use rights in and to Special Common Area in a subsequently filed Notice of Applicability, Development Area Declaration, or Recorded instrument;

(iii) The right of the Association to suspend the Member's rights to use the Special Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Covenant;

(iv) The right of Declarant, during the Development Period, and the Board thereafter, to dedicate or transfer all or any part of the Special Common Area to any public agency, authority or utility for any purpose;

(v) With the advance written approval of Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Special Common Area and, in furtherance thereof, mortgage the Special Common Area;

(vi) The right of Declarant, during the Development Period, and the Board, with the advance written approval of Declarant during the Development Period, to promulgate Rules regarding the use of the Special Common Area and any Improvements thereon; and

(vii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by Declarant.

3.04 Governance. 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 Covenant to the contrary, until the 10th anniversary of the date this Covenant is Recorded, Declarant will have the sole right to appoint and remove all members of the Board. No later than the 10th anniversary of the date this Covenant is Recorded, or sooner as determined by Declarant, the Board will call a meeting of Members of the Association for the purpose of electing one-third of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.**

3.05 Voting.

(a) Generally. A Notice of Applicability, adding portions of the Property to the terms and provisions of this Covenant and filed in accordance with Section 9.05, will include a Neighborhood designation. However, the representative system of voting is optional and shall only be established if Declarant first calls for election of a Neighborhood Delegate for a particular Neighborhood. If Declarant calls for an election of a Neighborhood Delegate for a particular Neighborhood, then in such event Declarant shall have elected to establish the representative system of voting for the Development unless, on or before expiration or termination of the Development Period, Declarant Records a written notice terminating the representative system of voting. Until an election is called by Declarant for a particular Neighborhood, or if the representative system is terminated by Declarant on or before expiration of the Development Period, each Owner of a Lot or Condominium Unit in a Neighborhood shall be considered a Neighborhood Delegate and may individually cast the vote allocated to such Owner's Lot or Condominium Unit on any issue requiring a vote of the Neighborhood Delegates under this Covenant.

(b) Neighborhood Voting. The Owners of Lots or Condominium Units in each Neighborhood elect a Neighborhood Delegate and an alternative Neighborhood Delegate, in the manner provided below, to cast the votes of all Lots and Condominium Units in the Neighborhood on matters requiring a vote of the membership, except where

this Covenant specifically requires the Owners or Members to cast their votes individually as more particularly described in the definition of "Neighborhood Delegate" in *Article 1* of this Covenant. Notwithstanding the foregoing or any provision to the contrary in this Covenant, as provided in *Section 3.04* above, until the 10th anniversary of the date this Covenant is Recorded, Declarant shall have the sole right to appoint and remove all members of the Board.

(c) Elections of Neighborhood Delegates. Candidates for election as the Neighborhood Delegate and alternate Neighborhood Delegate from a Neighborhood shall be Owners of Lots or Condominium Units in the Neighborhood, spouses of such Owners, Occupants of the Neighborhood, or an entity representative where an Owner is an entity. The Neighborhood Delegate and the alternate Neighborhood Delegate shall be elected on a biennial basis (once every two years), by electronic and absentee ballot without a meeting of Owners, or at a meeting of the Owners within each Neighborhood where written, electronic, proxy, and absentee ballots (or any combination of the foregoing) may also be utilized, as the Board determines. If the Board determines to hold a meeting for the election of the Neighborhood Delegate and the alternate Neighborhood Delegate, the presence, in person or by proxy, absentee or electronic ballot, of Owners representing at least ten percent (10%) of the total votes in a Neighborhood shall constitute a quorum at such meeting.

(d) Term. If Declarant calls for the first election of a Neighborhood Delegate from a Neighborhood, subsequent elections shall, if necessary, be held within thirty (30) days of the same date each year. Notwithstanding the foregoing provision, Declarant during the Development Period, and the Board thereafter, may elect to extend the term of a Neighborhood Delegate and alternate Neighborhood Delegate to the extent Declarant or the Board, as applicable, determines that such extension will result in administrative efficiencies by allowing elections within different Neighborhoods to occur in close proximity to one another; provided, however, that the term of an existing Neighborhood Delegate and alternate Neighborhood Delegate shall not be extended for more than twelve (12) months. At any Neighborhood election, the candidate for each position who receives the greatest number of votes shall be elected to serve as the Neighborhood Delegate and the candidate with the second greatest number of votes shall be elected to serve as the alternate Neighborhood Delegate. The Neighborhood Delegate and alternate Neighborhood Delegate shall serve until his or her successor is elected.

(e) Removal of Neighborhood Delegates. Any Neighborhood Delegate or alternate Neighborhood Delegate may be removed, with or without cause, upon the vote or written petition of Owners holding a Majority of the votes allocated to the Lots and Condominium Units in the Neighborhood that the Neighborhood Delegate represents. If a Neighborhood Delegate is removed in accordance with the foregoing sentence, the alternate Neighborhood Delegate shall serve as the Neighborhood Delegate unless also removed.

(f) Voting by Neighborhood Delegates. The Neighborhood Delegate or, in his or her absence, the alternate Neighborhood Delegate, attends Association meetings and casts all votes allocated to Lots and Condominium Units in the Neighborhood that he or she represents on any matter as to which such Neighborhood Delegate is entitled to vote under this Covenant. A Neighborhood Delegate may cast all votes allocated to Lots and Condominium Units in the Neighborhood in such delegate's discretion and may, but need not, poll the Owners of Lots and Condominium Units in the Neighborhood which he or she represents prior to voting. Neither the Neighborhood Delegate nor the alternative Neighborhood Delegate may cast votes allocated to Lots and Condominium Units not owned by such Neighborhood Delegate in the Neighborhood that he or she represents for the purpose of amending this Covenant.

(g) Authority Subordinate. Neighborhood Delegates are subordinate to the Board and their responsibility and authority does not extend to policy making, supervising, or otherwise being involved in Association governance.

(h) Voting – Individuals. In any situation in which an Owner or Member is entitled individually to exercise the vote allocated to such Owner's Lot or Condominium Unit, if there is more than one Owner of a Lot or Condominium Unit, the vote for such Lot or Condominium Unit shall be exercised as the co-Owners holding a Majority of the ownership interest in the Lot or Condominium Unit determine among themselves and advise the Secretary of the association in writing prior to the close of balloting. Any co-Owner may cast the vote for the Lot or Condominium Unit, and majority agreement shall be conclusively presumed unless another co-Owner of the Lot or Condominium Unit protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of a majority agreement, the Lot's or Condominium Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event will the vote for such Lot or Condominium Unit exceed the total votes to which such Lot or Condominium Unit is otherwise entitled pursuant to *Section 3.06*.

3.06 **Voting Allocation.** The number of votes which may be cast for election of members to the Board (except as provided by *Section 3.04*) and on all other matters to be voted on by the Members will be calculated as set forth below.

(a) Each Owner of Residential Lot will be allocated one (1) vote for each Residential Lot so owned. In the event of the re-subdivision of any Residential Lot into two or more Residential Lots: (i) the number of votes to which such Residential Lot is entitled will be increased as necessary to retain the ratio of one (1) vote for each Residential Lot resulting from such re-subdivision, e.g., each Residential Lot resulting from the re-subdivision will be entitled to one (1) vote; and (ii) each Residential Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit. In the event of the consolidation of two (2) or more Residential Lots for purposes of construction of a single residence thereon, voting rights and Assessments will continue to be determined

according to the number of original Residential Lots contained in such consolidated Residential Lot. Nothing in this Covenant will be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of the applicable Development Area Declaration.

(b) Each Owner of a Commercial Lot or Condominium Unit will be allocated the number of votes for such Commercial Lot or Condominium Unit so owned as determined by Declarant, which determination will be set forth in the Notice of Applicability attributable to the Commercial Lot or Condominium Unit(s). Declarant will determine such votes in its sole and absolute discretion. Declarant's determination regarding the number of votes to which such Owners will be entitled will be final, binding and conclusive. The Notice of Applicability may include a provision with an alternative voting allocation in the event all or a portion of a Commercial Lot is submitted to the condominium form of ownership. Declarant, in its sole and absolute discretion, may modify and amend (which modification and amendment may be effected after Declarant's conveyance of any Commercial Lot or Condominium Unit to any person not affiliated with Declarant) the number of votes previously assigned to a Commercial Lot or Condominium Unit if the Improvements actually constructed on the Commercial Lot or Condominium Unit differ from the Improvements contemplated to be constructed thereon at the time a notice allocating votes thereto was originally filed. In the event of a modification to the votes allocated to a Commercial Lot or Condominium Unit, Declarant will Record an amended Notice of Applicability setting forth the revised allocation of votes attributable to such Commercial Lot or Condominium Unit.

(c) In addition to the votes to which Declarant is entitled by reason of *Section 3.06(a)* and *Section 3.06(b)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period.

(d) Declarant may cast votes allocated to Declarant pursuant to this *Section 3.06*, shall be considered a Member for the purpose of casting such votes, and need not own any portion of the Development as a pre-condition to exercising such votes.

3.07 **Powers**. The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by the laws of Texas or this Covenant. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, Rules not in conflict with this Covenant, as it deems proper, covering any and all aspects of the Development (including the

operation, maintenance and preservation thereof) or the Association. Any Rules, and any modifications thereto, proposed by the Board must be approved in advance and in writing by Declarant until expiration or termination of the Development Period.

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Documents available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.

(d) Assessments. To levy and collect Assessments and to determine Assessment Units, as provided in *Article 5* below.

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon or into any Condominium Unit for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Documents. The expense incurred by the Association in connection with the entry upon any Lot or into any Condominium Unit and the maintenance and repair work conducted thereon or therein will be a personal obligation of the Owner of the Lot or the Condominium Unit so entered, will be deemed an Individual Assessment against such Lot or Condominium Unit, will be secured by a lien upon such Lot or Condominium Unit, and will be enforced in the same manner and to the same extent as provided in *Article 5* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot, on any Condominium Unit, other than Common Area or Special Common Area, in enforcing this Covenant before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) or Condominium Unit(s) has been obtained. **EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE**

ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.07(e)* (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Special Common Area, in compliance with the use and occupancy restrictions imposed by the Documents or by any Governmental Entity, for the purpose of constructing, erecting, operating or maintaining the following:

(i) Parks, parkways or other recreational facilities or structures;

(ii) Roads, streets, sidewalks, signs, street lights, walks, driveways, trails and paths;

(iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or

(v) Any similar improvements or facilities.

Nothing set forth above, however, will be construed to permit use or occupancy of any Improvement or other facility in a way that would violate Applicable Law or the Documents. In addition, until expiration or termination of the Development Period, any grant or conveyance under this *Section 3.07(g)* must be approved in advance and in writing by Declarant. In addition, the Association is expressly authorized and permitted to convey easements over and across Common Area or Special Common Area for the benefit of property not otherwise subject to the terms and provision of this Covenant.

(h) Manager. To retain and pay for the services of a person or firm (the "**Manager**") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager.

THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, and all other utilities, services, repair and maintenance, including but not limited to private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, canals, and lakes.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

(k) Construction on Common Area and Special Common Area. To construct new Improvements or additions to Common Area and Special Common Area, subject to the approval of the Board and Declarant until expiration or termination of the Development Period.

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain any Common Area, Special Common Area, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by Declarant.

(m) Property Ownership. To acquire, own and dispose of all manner of real and personal property, including habitat, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by Declarant.

(n) Authority with Respect to Development Area Declaration. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any Development Area Declaration. Any decision by the Board to delay or defer the exercise of the power and authority granted by this *Section 3.07(n)* will not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

(o) Membership Privileges. To establish Rules governing and limiting the use of the Common Area, Special Common Area, and any Improvements thereon. All Rules governing and limiting the use of the Common Area, Special Common Area, and

any Improvements thereon must be approved in advance and in writing by Declarant during the Development Period.

3.08 **Acceptance of Common Area and Special Common Area.** The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant may transfer or convey to the Association interests in real or personal property within or for the benefit of the Development, or the Development and the general public, and the Association will accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. In addition, Declarant may reserve from any such property easements for the benefit of Declarant, any third party, and/or property not otherwise subject to the terms and provisions of this Covenant. Such property will be accepted by the Association and thereafter will be maintained as Common Area or Special Common Area, as applicable, by the Association for the benefit of the Development and/or the general public subject to any restrictions set forth in the deed or other instrument transferring or assigning such property to the Association. Upon Declarant's written request, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association to the extent conveyed in error or needed to make minor adjustments in property lines, as determined in the sole and absolute discretion of Declarant.

3.09 **Indemnification.** To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (a) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

3.10 **Insurance.** The Board may purchase and maintain, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against such person or incurred by such person in their capacity as an director, officer, committee member, employee, servant or agent of the Association, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability or otherwise.

3.11 **Bulk Rate Contracts**. Without limitation on the generality of the Association powers set out in *Section 3.07* hereinabove (except that during the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by 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 the 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 or Condominium Unit. 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 Covenant 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 or Condominium Unit which is reserved under the terms and provisions of this Covenant. 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 at law, equity or otherwise, 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 Occupant of such Owner's Lot or Condominium Unit) 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 Occupant of such Owner's Lot or Condominium Unit) 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.

3.12 **Community Services and Systems**. Declarant, or any affiliate of Declarant with Declarant's consent, during the Development Period, and the Board, with Declarant's consent during the Development Period, is specifically authorized to provide, or to enter into contracts with other persons to provide, central telecommunication receiving and distribution systems (*e.g.* cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve all or any portion of the Development ("**Community Services and Systems**"). In the event Declarant, or any affiliate of Declarant, elects to provide any of the Community Services and Systems to all or any portion of the Development, Declarant or affiliate of Declarant may enter into an agreement with the Association with respect to such services. In the event Declarant, or any affiliate of Declarant, enters into a contract with a third party for the provision

any Community Services and Systems to serve all or any portion of the Development, Declarant or the affiliate of Declarant may assign any or all of the rights or obligations of Declarant or the affiliate of Declarant under the contract to the Association. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Services and Systems as Declarant or the Board, as applicable, determines appropriate. Each Owner acknowledges that interruptions in Community Services and Systems and services will occur from time to time. Declarant and the Association, or any of their respective affiliates, board members, officers, employees and agents, or any of their successors or assigns shall not be liable for, and no Community Services and Systems user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Services and Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider's control.

3.13 **Relationships with Governmental Entities and Tax Exempt Organizations**. The Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over Common Area and Special Common Area to Governmental Entities and nonprofit, tax-exempt organizations, the operation of which confers some benefit upon the Property, the Association, its Members, or Occupants. The Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be a common expense to be included in the Assessments levied by the Association and included as a line item in the Association's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code (the "Code"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time. The Association may maintain multiple-use facilities within the Property and allow use by tax-exempt organizations. Such use may be on a scheduled or "first-come, first-served" basis. A reasonable maintenance and use fee may be charged for the use of such facilities.

3.14 **Protection of Declarant's Interests**. Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots or Condominium Units owned by Declarant and/or Declarant's affiliates. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. Unless otherwise agreed to in advance and in writing by Declarant, the Board will be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

ARTICLE 4
INSURANCE AND RESTORATION

4.01 **Insurance.** Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot or Condominium Unit. The Association will not maintain insurance on the Improvements constructed upon any Lot or Condominium Unit. The Association may, however, obtain such other insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

4.02 **Restoration Requirements.** In the event of any fire or other casualty, the Owner will either: (i) unless otherwise approved by the WildHorse Reviewer, promptly commence the repair, restoration and replacement of any damaged or destroyed Improvements to their same exterior condition existing prior to the damage or destruction thereof within one hundred and eighty (180) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion; or (ii) in the case of substantial or total damage or destruction of any Improvement, remove all such damaged Improvements and debris from the Development within sixty (60) days after the occurrence of such damage. Any repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the Improvements damaged or destroyed. To the extent that the Owner fails to commence repair, restoration, replacement, or the removal of debris, within the time period required in this *Section 4.02*, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and the costs incurred by the Association will be levied as an Individual Assessment against such Owner's Lot or Condominium Unit; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1½%) per month) will be added to the Individual Assessment chargeable to the Owner's Lot or Condominium Unit. **EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 4.02*, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

4.03 **Restoration - Mechanic's and Materialmen's Lien.** Each Owner whose structure is repaired, restored, replaced or cleaned-up by the Association pursuant to the rights granted under this *Article 4*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, replacement or clean-up of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, replacement, or clean-up exceeds any insurance proceeds allocable to such repair, restoration, replacement, or clean-up which are delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, replacement, or clean-up such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 5
COVENANT FOR ASSESSMENTS

5.01 **Assessments.**

(a) Assessments established by the Board pursuant to the provisions of this *Article 5* will be levied against each Lot and Condominium Unit in amounts determined pursuant to *Section 5.08* below. The total amount of Assessments will be determined by the Board in accordance with the terms of this *Article 5*.

(b) Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot or Condominium Unit against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon and each such Condominium Unit (such lien, with respect to any Lot or Condominium Unit not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot or Condominium Unit is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article 5. Unless the Association elects otherwise (which election may be made at any time), each residential condominium association established by a condominium regime imposed upon all or a portion of the Development Area will collect all Assessments levied pursuant to this Covenant from Condominium Unit Owners within such condominium regime. The condominium association will promptly remit all Assessments collected from Condominium Unit Owners to the Association. If the condominium association fails to timely collect any portion of the Assessments due from the Owner of the Condominium Unit, then the Association may collect such Assessments allocated to the Condominium Unit on its own behalf and enforce its lien against the Condominium Unit without joinder of the condominium association. The condominium association's right to collect Assessments on behalf of the Association is a license from the Association which may be revoked by written instrument at any time, and from time to time, at the sole and absolute discretion of the Board.

(c) Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots and Condominium Units for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. 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.

5.02 **Maintenance Fund.** The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Covenant.

5.03 **Regular Assessments.** Prior to the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under this Covenant, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Documents, and will estimate the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and any surplus from the prior year's fund. The budget prepared by the Association for the purpose of determining Regular Assessments will exclude the operation, maintenance, repair and management costs and expenses associated with any Service Area and Special Common Area. Regular Assessments sufficient to pay such estimated net expenses will then be levied at the level set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any Individual Assessment by any Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.04 **Special Common Area Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a separate budget covering the estimated expenses to be incurred by the Association to operate, maintain, repair, or manage any Special Common Area. The budget will be an estimate of the amount needed to operate, maintain, repair and manage such Special Common Area including a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and surplus from the prior year's fund. The level of Special Common Area Assessments will be set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non-payment of any individual Special Common Area Assessment, the Association may at any time, and from time to time, levy further Special Common Area Assessments in the same manner as aforesaid. All such Special Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal

monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.05 **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. The total amount of estimated Service Area Expenses for each Service Area will be allocated either: (i) equally; (ii) based on Assessment Units; or (iii) based on the benefit received among all Lots and Condominium Units in the benefited Service Area and will be levied as a Service Area Assessment. 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.

5.06 **Special Assessments**. In addition to the Regular Assessments provided for above, the Board may levy Special Assessments whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the functions of the Association under this Covenant. The amount of any Special Assessments will be at the reasonable discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Special Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units (as defined in *Section 5.08(b)* below). Any Special Assessments levied by the Association for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Special Common Area will be levied against all Owners who have been assigned the obligation to pay Special Common Area Assessments and will be allocated among such Owners based on Assessment Units.

5.07 **Individual Assessments.** In addition to any other Assessments, the Board may levy an Individual Assessment against an Owner and the Owner's Lot or Condominium Unit. Individual Assessments may include, but are not limited to the following: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) reimbursement for costs incurred in bringing an Owner or the Owner's Lot or Condominium Unit into compliance with the Documents; (iii) fines for violations of the Documents; (iv) transfer-related fees and resale certificate fees; (v) fees for estoppel letters and project documents; (vi) insurance deductibles; (vii) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Occupants of the Owner's Lot or Condominium Unit; (viii) common expenses that benefit fewer than all of the Lots or Condominium Units, which may be assessed according to benefit received; (ix) fees or charges levied against the Association on a per-Lot or per Condominium Unit basis; and (x) "pass through" expenses for services to Lots or Condominium Units provided through the Association and which are equitably paid by each Lot or Condominium Unit according to benefit received.

5.08 Amount of Assessment.

(a) Assessments to be Levied. The Board will levy Assessments against each "**Assessment Unit**" (as defined in *Section 5.08(b)* below). Unless otherwise provided in this Covenant, Assessments levied pursuant to *Section 5.03* and *Section 5.06* will be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to *Section 5.04* will be levied uniformly against each Assessment Unit allocated to a Lot or Condominium Unit that has been assigned the obligation to pay Special Common Area Assessments for specified Special Common Area. Service Area Assessments levied pursuant to *Section 5.05* will be levied uniformly against each Assessment Unit allocated to a Lot or Condominium Unit that has been included in the Service Area to which such Service Area Assessment relates.

(b) Assessment Unit. Each Residential Lot will constitute one "**Assessment Unit**" unless otherwise provided in *Section 5.08(c)*. Each Commercial Lot and Condominium Unit will be allocated that number of "Assessment Units" set forth in the Notice of Applicability attributable to such Commercial Lot or Condominium Unit. Declarant will determine such Assessment Units in its sole and absolute discretion. Declarant's determination regarding the number of Assessment Units applicable to each Commercial Lot or Condominium Unit will be final, binding and conclusive. The Notice of Applicability may include a provision with an alternative Assessment Unit allocation in the event all or a portion of a Commercial Lot is submitted to the condominium form of ownership. Declarant, in its sole and absolute discretion, may modify and amend (which modification and amendment may be effected after Declarant's conveyance of any Commercial Lot or Condominium Unit to any person not affiliated with Declarant) the number of Assessment Units previously assigned to a Commercial Lot or Condominium Unit if the Improvements actually constructed on the Commercial Lot or Condominium Unit differ from the Improvements contemplated to be constructed thereon at the time the notice allocating Assessment Units thereto was originally filed. In the event of a modification to the Assessment Units allocated to a Commercial Lot or Condominium Unit, Declarant will Record an amended Notice of Applicability setting forth the revised allocation of Assessment Units attributable to the Commercial Lot or Condominium Unit.

(c) Residential Assessment Allocation. Declarant, in Declarant's sole and absolute discretion, may elect to allocate more than one Assessment Unit to a Residential Lot. An allocation of more than one Assessment Unit to a Residential Lot must be made in a Notice of Applicability or in a Development Area Declaration for the Development in which the Residential Lot is located. Declarant's determination regarding the number of Assessment Units applicable to a Residential Lot pursuant to this *Section 5.08(c)* will be final, binding and conclusive.

(d) Declarant Exemption. Notwithstanding anything in this Covenant to the contrary, no Assessments will be levied upon Lots or Condominium Units owned by Declarant and/or Declarant's affiliates.

(e) Other Exemptions. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Development, Lot or Condominium Unit from Assessments; (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Lot or Condominium Unit; or (iii) reduce the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Lot or Condominium Unit. In the event Declarant elects to delay or reduce Assessments pursuant to this Section, the duration of the delay or the amount of the reduction will be set forth in a Recorded written instrument. Declarant may terminate, extend or modify any delay or reduction set forth in a previously Recorded instrument by the Recordation of a replacement instrument.

5.09 **Late Charges**. If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be a charge upon the Lot or Condominium Unit owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot or Condominium Unit; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

5.10 **Owner's Personal Obligation for Payment of Assessments**. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot or Condominium Unit against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot or Condominium Unit will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

5.11 **Assessment Lien and Foreclosure**. The payment of all sums assessed in the manner provided in this *Article 5* is, together with late charges as provided in *Section 5.09* and interest as provided in *Section 5.10* hereof and all costs of collection, including attorney's fees as herein provided, are secured by the continuing Assessment lien granted to the Association pursuant to *Section 5.01(b)* above, and will bind each Lot and Condominium Unit in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot or Condominium Unit, except only for (i) tax and governmental assessment liens (including any public improvement district assessment); (ii) all sums secured by a first mortgage Recorded lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the

acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was Recorded, before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot or Condominium Unit covered by such lien and a description of the Lot or Condominium Unit. Such notice may be signed by one of the officers of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot or Condominium Unit subject to this Covenant will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Covenant, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot or Condominium Unit; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 5.11*, the Association will upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release will be signed by an officer of the Association. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12 day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility or cable services, provided through the Association and not paid for directly by an Owner or occupant to the utility or service provider. Such notice will consist of a separate mailing or

hand delivery at least five (5) days prior to a stated date of disconnection, 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 Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Any utility or cable service will not be disconnected or terminated on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot or Condominium Unit will not relieve the Owner of such Lot or Condominium Unit or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot or Condominium Unit and on the date of such conveyance Assessments against the Lot or Condominium Unit remain unpaid, or said Owner owes other sums or fees under this Covenant to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot or Condominium Unit, and such sums will be paid in preference to any other charges against the Lot or Condominium Unit other than liens superior to the Assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot or Condominium Unit which are due and unpaid. The Owner conveying such Lot or Condominium Unit will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot or Condominium Unit also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the administrative expenses associated with updating the Association's records upon the transfer of a Lot or Condominium Unit to a third party; provided, however, that no administrative transfer fee will be due upon the transfer of a Lot or Condominium Unit from Declarant to a third party.

5.12 **Exempt Property**. The following area within the Development will be exempt from the Assessments provided for in this Article 5:

(a) All area dedicated and accepted by a public authority, by the Recordation of an appropriate document;

(b) The Common Area and the Special Common Area; and

(c) Any portion of the Property or Development owned by Declarant and/or Declarant's affiliates.

No portion of the Property will be subject to the terms and provisions of this Covenant, and no portion of the Property (or any owner thereof) will be obligated to pay Assessments hereunder unless and until such Property has been made subject to the terms of this Covenant by the filing of a Notice of Applicability in accordance with *Section 9.05* below.

5.13 **Fines and Damages Assessment**. The Board may assess fines against an Owner for violations of any restriction set forth in the Documents which have been committed by an Owner, an Occupant, or family, guests, employees, contractors, agents or invitees. Any fine and/or charge for damage levied in accordance with this *Section 5.13* will be considered an

Individual Assessment pursuant to this Covenant. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area or Special Common Area or any facilities caused by an Owner, an Occupant, or family, guests, employees, contractors, agents, or invitees. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the rules and/or informing them of potential or probable fines or damage Assessments. The Board may from time to time adopt a schedule of fines.

The procedure for assessment of fines and damage charges will be as follows:

(a) the Association, acting through an officer, Board member or Manager, must give the Owner notice of the fine or damage charge not later than thirty (30) days after the Assessment of the fine or damage charge by the Board;

(b) the notice of the fine or damage charge must describe the violation or damage;

(c) the notice of the fine or damage charge must state the amount of the fine or damage charge;

(d) the notice of a fine or damage charge must state that the Owner will have thirty (30) days from the date of the notice to request a hearing before the Board to contest the fine or damage charge; and

(e) the notice of a fine must allow the Owner a reasonable time, by a specified date, to cure the violation (if the violation is capable of being remedied) and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months.

Fine and/or damage charges are due immediately after the expiration of the thirty (30) day period for requesting a hearing. If a hearing is requested, such fines or damage charges will be due immediately after the Board's decision at such hearing, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot or Condominium Unit is, together with interest as provided in *Section 5.10* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.01(b)* of this Covenant. Unless otherwise provided in this *Section 5.13*, the fine and/or damage charge will be considered an Individual Assessment for the purpose of this Article 5 and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 5*.

5.14 **Working Capital Assessment**. Each Owner (other than Declarant) will pay a one-time working capital assessment to the Association in such amount, if any, as may be determined by the Board from time to time in its sole and absolute discretion. Such working capital assessment need not be uniform among all Lots or Condominium Units, and the Board is expressly authorized to levy working capital assessments of varying amounts depending on the size, use and general character of the Lots or Condominium Units then being made subject to such levy. The levy of any working capital assessment will be effective only upon the Recordation of a written notice, signed by a duly authorized officer of the Association, setting forth the amount of the working capital assessment and the Lots or Condominium Units to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the working capital Assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. Additionally, an Owner who (i) is a Homebuilder; or (ii) a Residential Developer will not be subject to the working capital Assessment; however, the working capital Assessment will be payable by any Owner who acquires a Lot or Condominium Unit from a Homebuilder or Residential Developer for residential living purposes or by any Owner who: (i) acquires a Lot or Condominium Unit and is not in the business of constructing single-family residences for resale to a third party; or (ii) who acquires the Lot or Condominium Unit for any purpose other than constructing a single-family residence thereon for resale to a third party. In the event of any dispute regarding the application of the working capital Assessment to a particular Owner, Declarant's determination regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this *Section 5.14*. The working capital Assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 5* and will not be considered an advance payment of such Assessments. The working capital Assessment hereunder will be due and payable to the Association immediately upon each transfer of title to the Lot or Condominium Unit, including upon transfer of title from one Owner of such Lot or Condominium Unit to any subsequent purchaser or transferee thereof. Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any working capital Assessment attributable to a Lot or Condominium Unit (or all Lots and Condominium Units) by the Recordation of a waiver notice or in the Notice of Applicability, which waiver may be temporary or permanent.

ARTICLE 6
WILDHORSE REVIEWER

6.01 **Architectural Control By Declarant**. During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Until expiration of the Development Period, the WildHorse Reviewer for Improvements is Declarant or its designee. No Improvement constructed or caused to be constructed by Declarant will be

subject to the terms and provisions of this *Article 6* and need not be approved in accordance herewith.

(a) Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Development Period no Improvements will be started or progressed without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

(b) Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this *Article 6* to an architectural control committee appointed by the Board or a committee comprised of architects, engineers, or other persons who may or may not be members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Declarant is not responsible for: (i) errors in or omissions from the plans and specifications submitted to Declarant; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

6.02 **Architectural Control by Association**. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Board, or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through an architectural control committee (the "ACC") will assume jurisdiction over architectural control and will have the powers of the WildHorse Reviewer hereunder.

(a) ACC. The ACC will consist of at least three (3) but not more than seven (7) persons appointed by the Board. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the ACC, in which case all references in the Documents to the ACC will be construed to mean the Board. Members of the ACC need not be Owners or Occupants, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

(b) Limits on Liability. The ACC has sole discretion with respect to taste, design, and all standards specified by this Article 6. The members of the ACC have no liability for the ACC's decisions made in good faith, and which are not arbitrary or capricious. The ACC is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the ACC; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

6.03 **Prohibition of Construction, Alteration and Improvement**. No Improvement, nor any addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof, may occur unless approved in advance by the WildHorse Reviewer. The WildHorse Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property and the Development. Notwithstanding the foregoing, each Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement, provided that such action is not visible from any other portion of the Development or Property.

6.04 **Architectural Approval**.

(a) Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to plat, re-subdivide or consolidate Lots or Condominium Units, a proposal for such plat, re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines or any additional rules adopted by the WildHorse Reviewer together with any review fee which is imposed by the WildHorse Reviewer in accordance with *Section 6.04(b)*. No plat, re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot, until the plans and specifications and the contractor which the Owner intends to use to construct the proposed Improvement have been approved in writing by the WildHorse Reviewer. The WildHorse Reviewer may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the WildHorse Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The WildHorse Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the WildHorse Reviewer, in its sole discretion, may require. Site plans must be approved by the WildHorse Reviewer prior to the clearing of any Lot or Condominium Unit, or the construction of any Improvements. The WildHorse Reviewer may refuse to approve plans and specifications for proposed Improvements, or for the plat, re-subdivision or consolidation of any Lot or Condominium Unit on any grounds that, in the sole and absolute discretion of the WildHorse Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Covenant, the

WildHorse Reviewer may issue an approval to a Homebuilder or a Residential Developer for the construction of Improvements based on the review and approval of plan types and adopt a procedure which differs from the procedures for review and approval otherwise set forth in this Covenant.

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

(c) Failure to Act. In the event that any plans and specifications are submitted to the WildHorse Reviewer as provided herein, and the WildHorse Reviewer fails to either approve or reject such plans and specifications for a period of thirty (30) days following such submission, the plans and specifications will be deemed disapproved.

(d) Variances. The WildHorse Reviewer may grant variances from compliance with any of the provisions of the Documents, when, in the opinion of the WildHorse Reviewer, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing and, if Declarant has assigned its rights to the ACC, must be approved by Declarant until expiration or termination of the Development Period, a Majority of the Board, and a Majority of the members of the ACC. Each variance must also be Recorded; provided, however, that failure to Record a variance will not affect the validity thereof or give rise to any claim or cause of action against the WildHorse Reviewer, Declarant, the Board or the ACC. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in the Documents will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend

any of the terms and provisions of the Documents for any purpose, except as to the particular property and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Documents.

(e) Duration of Approval. The approval of the WildHorse Reviewer of any final plans and specifications, and any variances granted by the WildHorse Reviewer will be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred and eighty (180) day period and diligently prosecuted to completion thereafter, the Owner will be required to resubmit such final plans and specifications or request for a variance to the WildHorse Reviewer, and the WildHorse Reviewer will have the authority to re-evaluate such plans and specifications in accordance with this *Section 6.04(e)* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(f) No Waiver of Future Approvals. The approval of the WildHorse Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the WildHorse Reviewer will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the WildHorse Reviewer.

(g) Non-Liability of WildHorse Reviewer. **THE WILDHORSE REVIEWER WILL NOT BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE WILDHORSE REVIEWER'S DUTIES UNDER THIS COVENANT.**

ARTICLE 7
MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots or Condominium Units within the Development. The provisions of this Article 7 apply to the Covenant and the Bylaws of the Association.

7.01 **Notice of Action**. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot or Condominium Unit to which its Mortgage relates (thereby becoming an "**Eligible Mortgage Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot or Condominium Unit on which

there is an Eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(b) Any delinquency in the payment of assessments or charges owed for a Lot or Condominium Unit subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Lot or Condominium Unit or the Owner or occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

7.02 **Examination of Books.** The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

7.03 **Taxes, Assessments and Charges.** All taxes, assessments and charges that may become liens prior to first lien mortgages under Applicable Law will relate only to the individual Lots or Condominium Units and not to any other portion of the Development.

ARTICLE 8
EASEMENTS

8.01 **Right of Ingress and Egress.** Declarant, its agents, employees and designees will have a right of ingress and egress over and the right of access to the Common Area and Special Common Area to the extent necessary to use the Common Area and Special Common Area and the right to such other temporary uses of the Common Area and Special Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with construction and development of the Property or the Development. The Development shall be subject to a perpetual non-exclusive easement for the installation and maintenance, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly maintain and furnish the Community Services and Systems and the facilities pertinent and necessary to the same, which easement shall run in favor of Declarant. Declarant shall have the right, but not the obligation, to install and provide the Community Services and Systems and to provide the services available through the Community Services and Systems to any and all Lots or Condominium Units within the Development. Neither the Association nor any Owner shall have any interest therein. Any or all of such services may be provided either directly through the Association and paid for as part of the Assessments or directly to Declarant, any affiliate of Declarant, or a third party, by the Owner who receives the services. The Community Services and Systems shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Services and Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to

any Person. The rights of Declarant with respect to the Community Services and Systems installed by Declarant and the services provided through such Community Services and Systems are exclusive, and no other person may provide such services through the Community Services and Systems installed by Declarant without the prior written consent of Declarant. In recognition of the fact that interruptions in cable television and other Community Services and Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Services and Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

8.02 **Reserved Easements.** 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 by Declarant or any third-party prior to any portion of the Property becoming subject to this Covenant are incorporated herein by reference and made a part of this Covenant for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of developing the Property and the Development.

8.03 **Roadway and Utility Easements.** Declarant hereby reserves for itself and its assigns a perpetual non-exclusive easement over and across the Development for: (i) the installation, operation and maintenance of utilities and associated infrastructure to serve the Development, the Property, and any other property owned by Declarant and/or Declarant's affiliates; (ii) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Development, the Property, and any other property owned by Declarant and/or Declarant's affiliates; (iii) the installation, operation and maintenance of walkways, pathways and trails, drainage systems, street lights and signage to serve the Development, the Property, and any other property owned by Declarant and/or Declarant's affiliates, and (iv) the installation, location, relocation, construction, erection and maintenance of any streets, roadways, drives or other areas to serve the Development, the Property, and any other property owned by Declarant and/or Declarant's affiliates. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (i) through (iv) of this *Section 8.03*. In addition, Declarant may designate all or any portion of the easements or facilities constructed therein as Common Area, Special Common Area, or a Service Area.

8.04 **Subdivision Entry and Fencing Easement**. Declarant reserves for itself and the Association, an easement over and across the Development for the installation, maintenance, repair or replacement of certain subdivision entry facilities and fencing which serves the Development, the Property, and any other property owned by Declarant and/or Declarant's affiliates. Declarant will have the right, from time to time, to Record a written notice which

identifies the subdivision entry facilities and fencing to which the easement reserved hereunder applies. Declarant may designate all or any portion of the subdivision entry facilities and/or fencing as Common Area, Special Common Area, or a Service Area.

8.05 **Landscape, Monumentation and Signage Easement**. Declarant hereby reserves an easement over and across the Development for the installation, maintenance, repair or replacement of landscaping, monumentation and signage which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the landscaping, monumentation, or signage to which the easement reserved hereunder applies. Declarant may designate all or any portion of the landscaping, monumentation, or signage as Common Area, Special Common Area, or a Service Area.

8.06 **Declarant as Attorney in Fact.** To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to the terms and provisions of the Documents, each Owner, by accepting a deed to a Lot or Condominium Unit and each Mortgagee, by accepting the benefits of a Mortgage against a Lot or Condominium Unit, and any other third party by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Lot or Condominium Unit, will thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and third party's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to the terms of the Documents. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee and/or third party, will be deemed, conclusively, to be coupled with an interest and will survive the dissolution, termination, insolvency, bankruptcy, incompetency and death of an Owner, Mortgagee and/or third party and will be binding upon the legal representatives, administrators, executors, successors, heirs and assigns of each such party.

ARTICLE 9
DEVELOPMENT RIGHTS

9.01 **Development.** It is contemplated that the Development will be developed pursuant to a plan, which may, from time to time, be amended or modified by Declarant in its sole and absolute discretion. Declarant reserves the right, but will not be obligated, to designate Development Areas, and to create and/or designate Lots, Condominium Units, Neighborhoods, Common Area, Special Common Area, and Service Areas and to subdivide all or any portion of the Development and Property. As each area is conveyed, developed or dedicated, Declarant may Record one or more Development Area Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area. Any Development Area Declaration may provide its own procedure for the amendment thereof.

9.02 **Special Declarant Rights.** Notwithstanding any provision of this Covenant to the contrary, at all times, Declarant will have the right and privilege: (i) to erect and maintain

advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots and Condominium Units; (ii) to maintain Improvements upon Lots as sales, model, management, business and construction offices; and (iii) to maintain and locate construction trailers and construction tools and equipment within the Development. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance, and the right and privilege to conduct the activities enumerated in this *Section 9.02* shall remain until two (2) years after the expiration or termination of the Development Period.

9.03 **Addition of Land.** Declarant may, at any time and from time to time, during the Development Period, add additional lands to the Property and, upon the filing of a notice of addition of land, such land will be considered part of the Property for purposes of this Covenant, and upon the further filing of a Notice of Applicability meeting the requirements of *Section 9.05* below, such added lands will be considered part of the Development subject to this Covenant and the terms, covenants, conditions, restrictions and obligations set forth in this Covenant, and the rights, privileges, duties and liabilities of the persons subject to this Covenant will be the same with respect to such added land as with respect to the lands originally covered by this Covenant. To add lands to the Property, Declarant will be required only to Record, a notice of addition of land (which notice may be contained within any Development Area Declaration affecting such land) containing the following provisions:

(a) A reference to this Covenant, which reference will state the document number or volume and page wherein this Covenant is Recorded;

(b) A statement that such land will be considered Property for purposes of this Covenant, and that upon the further filing of a Notice of Applicability meeting the requirements of *Section 9.05* of this Covenant, all of the terms, covenants, conditions, restrictions and obligations of this Covenant will apply to the added land; and

(c) A legal description of the added land.

9.04 **Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw from the Property, including the Development, and remove and exclude from the burden of this Covenant and the jurisdiction of the Association any portion of the Development. Upon any such withdrawal and removal this Covenant and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development withdrawn. To withdraw lands from the Development hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(a) A reference to this Covenant, which reference will state the document number or volume and page number wherein this Covenant is Recorded;

(b) A statement that the provisions of this Covenant will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

9.05 **Notice of Applicability**. Upon Recording, this Covenant serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Covenant. This Covenant will apply to and burden a portion or portions of the Property upon the filing of a Notice of Applicability describing such Property by a legally sufficient description and expressly providing that such Property will be considered a part of the Development and will be subject to the terms, covenants conditions, restrictions and obligations of this Covenant. To be effective, a Notice of Applicability must be executed by Declarant, and the property included in the Notice of Applicability need not be owned by Declarant if included within the Property. Declarant may also cause a Notice of Applicability to be filed covering a portion of the Property for the purpose of encumbering such Property with this Covenant and any Development Area Declaration previously Recorded by Declarant (which Notice of Applicability may amend, modify or supplement the restrictions, set forth in the Development Area Declaration, which will apply to such Property). To make the terms and provisions of this Covenant applicable to a portion of the Property, Declarant will be required only to cause a Notice of Applicability to be Recorded containing the following provisions:

(a) A reference to this Covenant, which reference will state the document number or volume and page number wherein this Covenant is Recorded;

(b) A reference, if applicable, to the Development Area Declaration which will apply to such portion of the Property (with any amendment, modification, or supplementation of the restrictions set forth in the Development Area Declaration which will apply to such portion of the Property), which reference will state the document number or volume and page wherein the Development Area Declaration is Recorded;

(c) A statement that all of the provisions of this Covenant will apply to such portion of the Property;

(d) A legal description of such portion of the Property; and

(e) If applicable, a description of any Special Common Area which benefits the Property and the beneficiaries of such Special Common Area.

9.06 **Assignment of Declarant's Rights**. Notwithstanding any provision in this Covenant to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, reservations and duties under this Covenant to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, reservations and duties hereunder.

ARTICLE 10
GENERAL PROVISIONS

10.01 **Term.** Upon the filing of a notice pursuant to *Section 9.05*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Covenant will run with and bind the portion of the Property described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Covenant is Recorded, and continuing through and including January 1, 2068, after which time this Covenant will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Neighborhood Delegate system of voting is not applicable to a change as contemplated in this *Section 10.01*, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting their vote individually. Notwithstanding any provision in this *Section 10.01* to the contrary, if any provision of this Covenant would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

10.02 **Eminent Domain.** In the event it becomes necessary for any public authority to acquire all or any part of the Common Area or Special Common Area for any public purpose during the period this Covenant is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit. In the event any proceeds attributable to acquisition of Special Common Area are paid to Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit.

10.03 **Amendment.** This Covenant may be amended or terminated by the Recording of an instrument executed and acknowledged by: (i) Declarant acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The

Neighborhood Delegate system of voting is not applicable to an amendment as contemplated in this *Section 10.03*, it being understood and agreed that any amendment must be approved by a vote of the Members, with each Member casting their vote individually. No amendment will be effective without the written consent of Declarant during the Development Period. Specifically, and not by way of limitation, Declarant may unilaterally amend this Covenant and any Development Area Declaration: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot or Condominium Unit; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots or Condominium Units; or (d) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development.

10.04 **Initiation of Litigation by Association**. The Association will not initiate any judicial or administrative proceeding unless first approved by Members entitled to cast at least seventy-five percent (75%) of the total number of votes of the Association (the foregoing shall in no way be interpreted to mean seventy-five percent (75%) of a quorum as established pursuant to the Bylaws), excluding the votes held by Declarant, except that no such approval will be required for actions or proceedings:

(a) initiated while Declarant owns any portion of the Property or the Development; or

(b) initiated to enforce the provisions of the Documents, including collection of assessments and foreclosure of liens; or

(c) initiated to challenge *ad valorem* taxation or condemnation proceedings; or

(d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

(f) The Neighborhood Delegate system of voting is not applicable to initiating any judicial or administrative proceeding as contemplated in this *Section 10.04*, it being understood and agreed that any initiation of judicial or administrative proceeding required to be approved by the Members, must be approved by a vote of the Members, with each Member casting their vote individually. This *Section 10.04* will not be amended unless such amendment is approved by the same percentage of votes necessary to institute judicial or administrative proceedings except any such amendment must also be approved in writing by Declarant until the expiration or termination of the Development Period.

10.05 **Enforcement**. The Association and Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of this Covenant. Failure to enforce any right, provision, covenant, or condition granted by this Covenant will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of Declarant or the Association to enforce the terms and provisions of the Documents shall in no event give rise to any claim or liability against Declarant, the Association, or any of their partners, directors, officers, or agents. Each Owner, by accepting title to all or any portion of the Development, hereby releases and shall hold harmless each of Declarant, the Association, and their partners, directors, officers, or agents from and against any damages, claims or liability associated with the failure of Declarant or the Association to enforce the terms and provisions of the Documents.

10.06 **No Warranty of Enforceability**. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Documents. Any Owner acquiring a Lot or Condominium Unit in reliance on one or more of such restrictive covenants, terms, or provisions in the Documents will assume all risks of the validity and enforceability thereof and, by acquiring the Lot or Condominium Unit, agrees to hold Declarant harmless therefrom.

10.07 **Higher Authority**. The terms and provisions of this Covenant are subordinate to Applicable Law. Generally, the terms and provisions of this Covenant are enforceable to the extent they do not violate or conflict with Applicable Law.

10.08 **Severability**. If any provision of this Covenant is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Covenant, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

10.09 **Conflicts**. If there is any conflict between the provisions of this Covenant, the Certificate, the Bylaws, or any Rules adopted pursuant to the terms of such documents, or any Development Area Declaration, the provisions of this Covenant will govern.

10.10 **Gender**. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

10.11 **Acceptance by Grantees**. Each grantee of a Lot, Condominium Unit, or other real property interest in the Development, by the acceptance of a deed of conveyance, and each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Covenant or to whom this Covenant is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for

any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development, and will bind any person having at any time any interest or estate in the Development, and will inure to the benefit of each Owner in like manner as though the provisions of this Covenant were recited and stipulated at length in each and every deed of conveyance.

10.12 **Damage and Destruction**.

(a) Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Special Common Area covered by insurance, the Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 10.12(a)*, means repairing or restoring the Common Area or Special Common Area to substantially the same condition as existed prior to the fire or other casualty.

(b) Any damage to or destruction of the Common Area or Special Common Area will be repaired unless a Majority of the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available.

(c) In the event that it should be determined by the Board that the damage or destruction of the Common Area or Special Common Area will not be repaired and no alternative Improvements are authorized, which determination must be approved by Declarant during the Development Period, then the affected portion of the Common Area or Special Common Area will be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

(d) If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) If insurance proceeds are paid to restore or repair any damaged or destroyed Special Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area. Additional

Assessments may be made in like manner at any time during or following the completion of any repair.

(f) In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

(g) In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Special Common Area, such payments will be allocated based on Assessment Units and will be paid jointly to the Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

10.13 **No Partition.** Except as may be permitted in this Covenant or amendments thereto, no physical partition of the Common Area or Special Common Area or any part thereof will be permitted, nor will any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless all or the portion of the Development in question has been removed from the provisions of this Covenant pursuant to *Section 9.04* above. This *Section 10.13* will not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Covenant.

10.14 **View Impairment.** Neither Declarant, the WildHorse Reviewer, nor the Association guarantee or represent that any view over and across the Lots, Condominium Units, or any open space within the Development will be preserved without impairment. Declarant, the WildHorse Reviewer, and the Association shall have no obligation to relocate, prune, or thin trees or other landscaping. The Association (with respect to any Common Area or Special Common Area) will have the right to add trees and other landscaping from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air.

10.15 **Safety and Security.** Each Owner and Occupant of a Lot or Condominium Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Development. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Development, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Development, cannot be compromised or circumvented; or that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any Occupants of such Owner's Lot or Condominium Unit that the Association, its Board and committees, and Declarant are not insurers or guarantors of security or safety and that each Person within the Development assumes all risks of personal injury and loss or damage to property, including any residences or Improvements constructed upon any Lot or Condominium Unit and the contents thereof, resulting from acts of third parties.

10.16 **Notices.** Any notice permitted or required to be given to any person by this Covenant will be in writing and may be delivered either personally, or by overnight delivery or by mail, or as otherwise provided in this Covenant or required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. If delivery is made personally or by overnight delivery by using a nationally recognized overnight delivery service, it will be deemed to have been delivered at 5:00 pm, Austin, Texas time, on the date a copy of the notice has been delivered to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

EXECUTED to be effective on the date this instrument is Recorded.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

TITAN TEXAS DEVELOPMENT, LLC,
a Delaware limited liability company,
doing business as HOM Titan Development, LLC

By: _____
William A. Peruzzi, Manager

THE STATE OF PENNSYLVANIA §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this 7th day of November, 2017, by William A. Peruzzi, Manager of Titan Texas Development, LLC, a Delaware limited liability company, doing business as HOM Titan Development, LLC, on behalf of said limited liability company.

(seal)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Amy M. Smith, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Oct. 21, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

_____
Notary Public, State of Pennsylvania # 1194044

ADDITIONAL PROPERTY OWNER:

TITAN HOM, LLC,
a Delaware limited liability company

By: Titan Texas HOM II, LP,
a Delaware limited partnership,
its sole Member

By: Titan 414, LP,
a Delaware limited partnership,
its sole General Partner

By: Titan Capital Investment Group, LLC,
a Delaware limited liability company,
its sole General Partner

By: _____
William A. Peruzzi

THE STATE OF PENNSYLVANIA §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this 7th day of November, 2017, by William A. Peruzzi, Manager of Titan Capital Investment Group, LLC, a Delaware limited liability company, sole General Partner of Titan 414, LP, a Delaware limited partnership, sole General Partner of Titan Texas HOM II, LP, a Delaware limited partnership, sole Member of Titan Hom, LLC, a Delaware limited liability company, on behalf of said companies and limited partnerships.

(seal)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Amy M. Smith, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Oct. 21, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

_____
Notary Public, State of Pennsylvania #1194044

ADDITIONAL PROPERTY OWNER:

HEART OF MANOR, LP,
a Texas limited partnership

By: Manor GP, LLC,
a Texas limited liability company,
its General Partner

By: Titan Capital Investment Group, LLC,
a Delaware limited liability company,
its Manager

By: _____
William A. Peruzzi, Manager

THE STATE OF PENNSYLVANIA §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this 7th day of November, 2017, by William A. Peruzzi, Manager of Titan Capital Investment Group, LLC, a Delaware limited liability company, Manager of Manor GP, LLC, a Texas limited liability company, General Partner of Heart of Manor, LP, a Texas limited partnership, on behalf of said limited liability companies and limited partnership.

(seal)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Amy M. Smith, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Oct. 21, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

_____
Notary Public, State of Pennsylvania # 1194044

ADDITIONAL PROPERTY OWNER:

TEXAS WH200, LP,
a Delaware limited partnership

By: Texas WH200 GP, LLC,
a Delaware limited liability company,
its General Partner

By: Titan Capital Investment Group, LLC,
a Delaware limited liability company,
its Manager

By: _____
William A. Peruzzi

THE STATE OF PENNSYLVANIA §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this 7th day of November, 2017, by William A. Peruzzi, Manager of Titan Capital Investment Group, LLC, a Delaware limited liability company, Manager of Texas WH200 GP, LLC, a Delaware limited liability company, General Partner of Texas WH200, LP, a Delaware limited partnership, on behalf of said companies and limited partnership.

(seal)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Amy M. Smith, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Oct. 21, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

_____
Notary Public, State of Pennsylvania # 1194044

CONSENT OF MORTGAGEE

The undersigned, being the sole owner and holder of the liens created by Deeds of Trust recorded as Document Nos. 2009031321, 2009031324, 2015028754, 2017091844, 2017091845 and 2017091846 in the Official Public Records of Travis County, Texas (as modified, renewed and/or extended, collectively, the "**Liens**"), securing notes of even dates therewith, executes this Covenant solely for the purposes of (i) evidencing its consent to this Covenant, and (ii) subordinating the Liens to this Covenant, both on the condition that the Liens shall remain superior to the Assessment Lien in all events.

INTERNATIONAL BANK OF COMMERCE,
a Texas banking association

By: _____

Name: Jason Rangel

Title: VP

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 11th day of December, 2017, by Jason Rangel, VP of International Bank of Commerce, a Texas banking association, on behalf of said banking association.

(seal) KAYLA MONARRES
Notary Public, State of Texas
Commission Expires 07-21-2019
Notary ID 130303134

_____
Notary Public, State of Texas

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Tract 1: That certain parcel of land containing 99.720 acres, more or less, in Travis County, Texas, being out of the William Sanders Survey No. 54, Abstract No. 690 and the Phillip McElroy Survey No. 18, Abstract No. 16, as more specifically described by metes and bounds on Exhibit "A-1" attached hereto.

Tract 2: That certain parcel of land containing 132.195 acres, more or less, in Travis County, Texas, being out of the William H. Sanders Survey No. 54, as more specifically described by metes and bounds on Exhibit "A-2" attached hereto.

Tract 3: That certain parcel of land containing 414.940 acres, more or less, in Travis County, Texas, being out of the William H. Sanders Survey No. 54 and the M. Castro Survey No. 43, as more specifically described by metes and bounds on Exhibit "A-3" attached hereto.

Tract 4: That certain parcel of land containing 652.489 acres, more or less, in Travis County, Texas, being out of the James Manor Survey No. 39, the William H. Sanders Survey No. 54, and the James H. Manning Survey No. 37, as more specifically described by metes and bounds on Exhibit "A-4" attached hereto.

Tract 5: That certain parcel of land containing 100 acres, more or less, in Travis County, Texas, being out of the James Manor Survey No. 40, Abstract No. 546, the James Manor Survey No. 39, Abstract No. 528, and the William H. Sanders Survey No. 54, Abstract No. 690, as more specifically described by metes and bounds on Exhibit "A-5" attached hereto.

Tract 6: That certain parcel of land containing 199.996 acres, more or less, in Travis County, Texas, being out of the James Manor Survey No. 39, Abstract No. 528, and the William H. Sanders Survey No. 54, Abstract No. 690, as more specifically described by metes and bounds on Exhibit "A-6" attached hereto.

SAVE AND EXCEPT, THE FOLLOWING:

Save and Except Tract 1: That certain parcel of land containing 36.874 acres, more or less, in Travis County, Texas, being out of the William H. Sanders Survey No. 54, Abstract No. 690 and the James Manor Survey No. 39, Abstract No. 528, being a portion of Tract 6 (as described above), as more specifically described by metes and bounds on Exhibit "A-7" attached hereto.

Save and Except Tract 2: That certain parcel of land containing 23.392 acres, more or less, in Travis County, Texas, being out of the James Manor Survey No. 39, Abstract No. 528, being a portion of Tract 4 (as described above), as more specifically described by metes and bounds on Exhibit "A-8" attached hereto.

Save and Except Tract 3: That certain parcel of land containing 15.6681 acres, more or less, in Travis County, Texas, being out of the James Manor Survey No. 40, Abstract No. 546 and the William H. Sanders Survey No. 54, Abstract No. 690, being a portion of Tract 5 (as described above), as more specifically described by metes and bounds on Exhibit "A-9" attached hereto.

Exhibit "A-1"

Tract 1

99.720 Acres
Page 1 of 4

William Sanders Survey No. 54
Phillip McElroy Survey No. 18
December 14, 2006
06527.12

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a 99.720 acre tract of land out of the William Sanders Survey No. 54, Abstract No. 690 and the Phillip McElroy Survey No. 18, Abstract No. 16, Travis County, Texas, being all of that 99.720 acre tract conveyed to Wild Horse Investments, Ltd., by deed recorded in Document No. 2005091250 of the Official Public Records of Travis County, Texas; the said 99.720 acre tract is more particularly described as follows:

BEGINNING at a ½" iron rod found for the northwest corner of the said 99.720 acre tract, being the most westerly corner of that 3.099 acre tract conveyed to Charles E. Pingleton and Janice L. Pingleton by deed recorded in Document No. 2001006038 of the Official Public Records of Travis County, and a point on the existing easterly right-of-way line of State Highway FM 3177 (Decker Lane), from which a ½" iron rod found for the northwest corner of the said 3.099 acre tract, being the southwest corner of that 60.60 acre tract conveyed to Le Cadeau, L.P. by deed recorded in Document No. 1999109464 of the said Official Public Records and a point on the easterly line of said Decker Lane (right-of-way varies), bears N26°44'32"E, 62.43 feet;

THENCE, leaving the easterly right-of-way line of Decker Lane with the common line between the said 99.720 acre tract and the 3.099 acre tract, for the following seven (7) courses:

1) S78°49'44"E, 652.21 feet to a ½" rod found for corner;

2) S53°55'14"E, 76.50 feet to a 5/8" iron rod found for corner;

3) S54°06'58"E, 171.76 feet to a 5/8" iron rod found for corner;

4) S10°44'24"E, 7.31 feet to a ½" iron rod found with plastic cap, marked "Capital Surveying Co., Inc.", for corner;

5) S32°28'35"W, 254.92 feet to a ½" iron rod found for corner;

6) S66°34'41"E, 279.25 feet to a ½" iron rod found with plastic cap, marked "Capital Surveying Co., Inc.", for corner,

7) N34°25'23"E, 256.71 feet to a ½" iron rod found for the northeast corner of the said 3.099 acre tract, being a northwest corner of the said 99.720 acre tract and a point on the southerly line of the aforesaid 60.60 acre tract;

THENCE, S63°05'53"E, leaving the easterly line of the said 3.099 acre tract, with the common line between the said 99.720 acre tract and the 60.60 acre tract, 535.97 feet to a ½" iron rod found for the northeast corner of the 99.720 acre tract, being the southeast corner of the 60.60 acre tract and an angle point on the westerly line of that 148.322 acre tract conveyed to Austin Boise Venture, LP by deed recorded in Document No. 2005107569 of the said Official Public Records;

THENCE, leaving the southerly line of the said 60.60 acre tract, with the common line between the said 99.720 acre tract and the 148.322 acre tract, for the following three (3) courses:

1) S26°49'37"W, 530.21 feet to a ½" iron rod found for an angle point;

2) S26°46'29"W, 388.19 feet to a ½" iron rod found for an angle point;

3) S27°45'31"W, 1342.81 feet to a ½" iron rod found for the southwest corner of the said 148.322 acre tract, being an angle point on the northerly right-of-way line of the former Southern Pacific Railroad, said railroad right-of-way having been dedicated by quit claim deed to the City of Austin in Volume 9837, Page 414 of the Real Property Records of Travis County, Texas;

THENCE, S28°04'07"W, leaving the southerly line of the said 148.322 acre tract, with the common line between the said railroad right-of-way and the 99.720 acre tract, 44.13 feet to an axle found for the southwest corner of the aforesaid 99.720 acre tract;

THENCE, N89°26'34"W (Basis of Bearing), with the common line between the said 99.720 acre tract and the northerly railroad right-of-way, 1729.89 feet to a concrete highway monument found for the southwest corner of the said 99.720 acre tract, being on the easterly right-of-way line of aforesaid Decker Lane;

THENCE, leaving the northerly railroad right-of-way, with the common line between the said 99.720 acre tract and the easterly right-of-way of Decker Lane, for the following six (6) courses:

1) N26°45'29"E, 201.91 feet to a ½" iron rod found with plastic cap marked "Capital Surveying Co. Inc.", for corner;

2) N25°26'59"E, 191.91 feet to a concrete highway monument found for the point of curvature of a non-tangent curve to the left;

3) With the said curve to the left having a central angle of 9°28'58", a radius of 973.35 feet, a chord distance of 160.90 feet (chord bears N20°45'42"E), for an arc distance of 161.08 feet to a concrete highway monument found;

4) N16°07'08"E, 199.89 feet to a concrete highway monument found for an angle point;

5) N16°10'38"E, 292.19 feet to a ½" iron rod found for the point of curvature of a non-tangent curve to the right;

6) With the said curve to the right having a central angle of 5°17'04", a radius of 931.33 feet, a chord distance of 85.87 feet (chord bears N17°31'36"E), for an arc distance of 85.90 feet to a ½" iron rod found for the southwest corner of the Evangelical Free Church Memorial Garden cemetery, dated 1892;

THENCE, leaving the easterly right-of-way line of Decker Lane, with the common line between the said 99.720 acre tract and the cemetery tract for the following three (3) courses:

1) S61°45'08"E, 146.76 feet to a metal fence post for corner;

2) N26°37'49"E, 286.47 feet to a metal fence post for corner;

3) N63°39'55"W, 146.28 feet to a ½" iron rod found for the northwest corner of the aforesaid cemetery tract, being a point on the easterly right-of-way line of said Decker Lane;

THENCE, leaving the northerly line of the said cemetery tract, with the common line between the 99.720 acre tract and the easterly right-of-way of Decker Lane, for the following four (4) courses:

1) N27°27'32"E, 104.09 feet to a concrete highway monument found for an angle point;

2) N27°39'17"E, 499.77 feet to a concrete highway monument found for an angle point;

3) N26°14'41"E, continuing with the easterly right-of-way line of said Decker Lane, at 434.38 feet pass a fence corner post found 0.65 feet to the left, at 740.89 feet pass a 1" square iron rod found 2.23 feet to the right, for a total distance of 833.80 feet to a concrete highway monument found for an angle point;

William Sanders Survey No. 54
Phillip McElroy Survey No. 18
December 14, 2006
06527.12

N26°52'39"E, for a distance of 82.47 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 99.720 acres of land area

Basis of Bearing is the record south deed line of the 99.720 acre tract along the railroad right-of-way as described above.

That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 14th day of December, 2006.

GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 - State of Texas

Exhibit "A-2"

Tract 2

132.19? Acres
Wildhorse

William H. Sanders Survey No. 54
December 14, 2006
06527.10

Parcel B

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a 132.195 acre tract of land situated in the William H. Sanders Survey No. 54, all of Travis County, Texas and being a portion of that 1242.15 acre tract of land conveyed to Wild Horse Investments, Ltd. by deed recorded as Document No. 2006056534 of the Official Public Records of Travis County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at a ½" iron rod found at the intersection of the westerly right-of-way line of Blue Bluff Road with the southwest line of the 1242.15 acre tract for the northeast corner of "Blue Bluff Subdivision" according to the plat thereof recorded in Book 87, pages 107C and 107D of the Plat Records of Travis County Texas;

Thence N61°02'23"W, with the common line between the 1242.15 acre tract and "Blue Bluff Subdivision" 1272.99 feet to a calculated point at the intersection of this common line with the southwest line of a 79.920 acre tract (State Highway No.130), described in the that "possession and use agreement" between the State of Texas and Wildhorse Investments, LTD, recorded in the Document No. 2005072028 of the above said official public records; and is the Point of Beginning of the herein described tract;

Thence N61°02'23"W, continuing with the above said common line, 138.96 feet to a ½" iron rod found for an angle point;

Thence N61°19'55"W, a distance of 1037.72 feet to a ½" iron rod found for the common northwest corner of said "Blue Bluff Subdivision" and an ell corner of in the southwest line of the 1242.15 acre tract;

Thence continuing with the southerly line of said 1242.15 acre tract, same being the westerly line of "Blue Bluff Subdivision" and the westerly line of that 95.68 acre tract described in deed recorded in Volume 13014, Page 489 of the Deed Records of Travis County, Texas, the following two (2) courses:

1) S20°59'34"W, a distance of 1033.04 feet to a ½" iron pipe found for an angle point;

2) S27°06'32"W, a distance of 1040.11 feet to a ½" iron rod found on the fenced northly right-of-way line of Lindell Lane (variable width right-of-way) for the common southwest corner of said 95.68 acre tract, and an "ell" corner of that 0.350 acre tract of land conveyed to Travis County for right-of-way recorded in Volume 2415, Page 575 of Deed Records of Travis County, Texas from which a found ½" iron rod bears S27°06'32"W, 2.79 feet;

Thence with the fenced northly right-of-way line of Lindell Lane, same being the southerly line of said 1242.12 acre tract, the following four (4) courses:

1) N62°28'34"W, at 2126.76 feet pass a ½" iron rod found, and continuing for a total distance of 2261.62 feet to a ½" iron rod with "Capital Surveying Company Inc." plastic cap found for an angle point;

2) N54°37'10"W, a distance of 481.96 feet to a ½" iron rod with "Capital Surveying Company Inc." plastic cap found for an angle;

3) N67°49'50"W, a distance of 517.80 feet to a ½" iron rod with "Capital Surveying Company Inc." plastic cap for an angle point;

4) N09°28'00"W, a distance of 33.00 feet to a ½" iron rod with "Capital Surveying Company Inc." plastic cap found on the easterly line of the former Southern Pacific Railroad Company right-of-way, said railroad right-of-way having been quit claimed to the Capital Metropolitan Transportation Authority as described in Volume 13187, Page 3118 of Deed Records of Travis County, Texas;

Thence with the common easterly line of said railroad right-of-way (150.00 feet wide at this point, as described in Volume 42, Page 106 of the Deed Records of Travis County, Texas), along a line 75.00 east of the average centerline of the existing tract, the following five (5) courses:

1) S89°25'06"E, at 641.82 feet pass a found ½" iron rod, for a total distance of 642.06 feet to the point of curvature of a curve to the left, from which a found ½" iron rod bears N89°25'06"W, 0.24 feet;

2) Northeasterly with said curve to the left, having a radius of 1969.00 feet and a central angle of 39°50'31" (chord bears N70°39'39"E, 1341.77 feet) for an arc distance of 1369.19 feet to a ½" iron rod set with a plastic cap stamped "Capital Surveying Company Inc.";

3) N50°44'23"E, a distance of 1223.74 feet to a ½" iron rod set with a plastic cap stamped "Capital Surveying Company Inc." at the point of curvature of a curve to the left;

4) Northeasterly with said curve to the left, having a radius of 3013.00 feet and a central angle of 14°17'34" (chord bears N43°35'36"E, 749.65 feet) for an arc distance of 751.60 feet to a ½" iron rod set with a plastic cap stamped "Capital Surveying Company Inc." for the point of tangency;

5) N36°26'50"E, 157.74 feet to the calculated point of intersection of this common line with the above said southwest line of the 79.920 acre tract (State Highway No. 130);

Thence leaving the above said common line and crossing through the 1742.15 acre tract along the said southwest line of the 79.920 acre tract with the following five (5) courses:

1) S26°33'54"E, at a distance of 0.30 feet pass a ½" iron rod found with an aluminum "TxDOT" cap, for a total distance of 359.67 feet to a ½" iron rod found with an aluminum "TxDOT" cap;

2) With a curve to the left, having a central angle of 16°23'16", a radius of 3955.29 feet, a long chord of 1127.44 feet (chord bears S33°03'39"E) for an arc distance of 1131.30feet to a ½" iron rod found with an aluminum "TxDOT" cap,

3) S36°49'52"E, 767.76 feet to a ½" iron rod set with a plastic cap stamped "Capital Surveying Company Inc.";

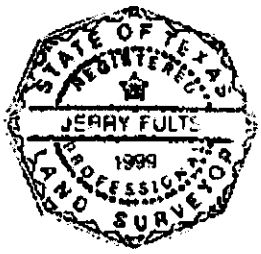
4) S53°16'47"W, 40.12 feet to a ½" iron rod found with an aluminum "TxDOT" cap;

5) S36°53'25"E, 310.79 feet to the Point of Beginning of the herein described tract Containing within these metes and bounds 132.195 acres of land area

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (HARN), derived by GPS observation.

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 19th day of December, 2006.



Jerry Fults
Registered Professional Land Surveyor
No. 1999 State of Texas

Exhibit "A-3"

Tract 3

414.940 Acres
Block Tract
Page 1

William B. Sanders Survey No. 56
M. Castro Survey No. 43
06527.09
October 16, 2006

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 414.940 acres situated in the William B. Sanders Survey No. 56 and the M. Castro Survey No. 43, Travis County, Texas, being a portion of that 633.40 acre tract conveyed to Wildhorse Investments, LTD. by deed recorded in Document No. 2006175723 of the Official Public Records of Travis County, Texas, said 633.40 acre tract being all of the "Fourth Tract" (150 acres), and the "Sixth Tract" (355 acres) and also being a portion of the "Seventh Tract" (98.22 acres) and the remainder of the "Balance of the First Tract" (527.35 acres), originally described in Volume 734, Page 37 of the Deed Records of Travis County, Texas, and conveyed to Bertram H. Blair, Jr. by partition deed recorded in Volume 825[illegible], Page 216 of the Deed Records of Travis County, Texas, said 414.940 acre tract of land is more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found with a plastic cap stamped "Capital Surveying Co., Inc." at the intersection of the northerly line of Blue Bluff Road (variable width right of way) with the easterly line of Blue Bluff Road (variable width right of way) and being the northwest corner of that 9.38 acre tract of land conveyed to the City of Austin by street deed recorded in Volume 9428, Page 559 of the Deed Records of Travis County, Texas, from which a fence corner found on the southwest line of the 906 acre "First Tract" as described in the aforesaid Volume 734, Page 37 bears S27°14'50"W, 111.8 feet;

THENCE N27°31'50"E with the common easterly line of said Blue Bluff Road and westerly line of the remainder of the aforesaid "First Tract" generally along a fence for a distance of 3541.51 feet to a ½" iron rod found with a plastic cap stamped "Capital Surveying Co., Inc." for the most westerly corner of the said 633.40 acre tract and the POINT OF BEGINNING of the herein described 414.940 acre tract;

THENCE N27°31'50"E continuing with the common easterly line of Blue Bluff Road, and westerly line of the remainder of said "First Tract" and the said 633.40 acre tract, along a fence, 717.79 feet to a ½" iron rod found with a plastic cap stamped "Capital Surveying Co., Inc." for an angle point;

THENCE N46°00'27"E continuing with the said fenced westerly line, 945.85 feet to a calculated point of intersection of the westerly line with the southeast line of that 122.026 acre tract (Tract No. 301-3) conveyed to the State Of Texas by deed recorded in Document No. 2005072028 of the said Official Public Records, from which a TXDOT aluminum cap found in concrete for the most westerly corner of the said 122.026 acre tract (1229.33 feet right of State Highway No. 130 Baseline Station 187+20.80) bears N44°[illegible]'W, 610 feet;

THENCE leaving the said westerly line of and crossing through the 633.40 acre tract along the southwesterly line of the 122.026 acre "State Of Texas" tract with the following twelve (12) courses:

1. S44°[illegible]'E, 71.64 feet to a TXDOT aluminum cap found in concrete;
2. N45°47'46"E, 324.59 feet to a "TXDOT" aluminum cap found in concrete at the point of curvature of a non-tangent curve to the right;

6. With the said curve to the right, having a central angle of 01°29'51", a radius of 7119.44 feet, a long chord of 186.03 feet (chord bears N46°26'44"E) for an arc distance of 186.04 feet to a ½" iron rod set with a plastic cap stamped "Capital Surveying Co., Inc.";

7. S67°59'07"E, 595.30 feet to a "TXDOT" aluminum cap found in concrete;

8. S36°03'50"E, 2160.23 feet to a ½" iron rod set with a plastic cap stamped "Capital Surveying Co., Inc.";

9. S08°22'12"E, 113.76 feet to a "TXDOT" aluminum cap found in concrete;

10. S36°50'23"E, 512.86 feet to a ½" iron rod set with a plastic cap stamped "Capital Surveying Co., Inc." at the point of curvature of a non-tangent curve to the right;

11. With the said curve to the right, having a central angle of 11°43'06", a radius of 7189.44 feet, a long chord of 1447.05 feet (chord bears S31°17'08"E), for an arc distance of 1449.50 feet to a ½" iron rod set with a plastic cap stamped "Capital Surveying Co., Inc.";

12. S10°39'38"W, 287.79 feet to a "TXDOT" aluminum cap found in concrete;

13. S16°41'11"E, 325.97 feet to a "TXDOT" aluminum cap found in concrete;

14. S27°05'16"E, 541.03 feet to a "TXDOT" aluminum cap found in concrete at the point of curvature of a non-tangent curve to the right;

15. With the said curve to the right having a central angle of 01°53'49", a radius of 7119.44 feet, a long chord of 192.22 feet (chord bears S15°33'33"E) for an arc distance of 196.23 feet to the calculated point of intersection of this curve and with the east line of the said 633.40 acre tract and the west line of that 6.78 acre tract described in the above said partition deed recorded in Volume 8251, Page 316 of the said Deed Records; from the said intersection point, a "TXDOT" aluminum cap found in concrete bears S15°17'32"E, 0.27 feet, 520.09 feet right of SH 130 baseline station 1936+50.69;

THENCE S27°51'05"W with the east line of the said 633.40 acre tract and the west line of a 6.78 acre tract and the 262.44 acre tract described in the above said partition deed, 2717.70 feet to a ½" iron rod found with a plastic cap stamped "Capital Surveying Co., Inc." for the southeast corner of the 633.40 acre tract on the northerly line of Bluor Road and the northerly line of the aforesaid 9.38 acre tract, from which a ½" iron rod bears S62°12'00"E a distance of 34.40 feet, and a ⅜" iron rod found bears S27°51'05"W a distance of 0.30 feet;

THENCE with the common northerly line of Bloor Road and northerly line of said 9.38 acre tract the following three (3) courses;

1. N62°12'00"W a distance of 673.37 feet to a ½" iron rod found with a plastic cap stamped "Capital Surveying Co., Inc." for an angle point;

2. N73°31'00"W a distance of 50.99 feet to a ½" iron rod found with a plastic cap stamped "Capital Surveying Co., Inc." for an angle point;

3. N62°12'00"W a distance of 2275.53 feet to a ½" iron rod found with a plastic cap stamped "Capital Surveying Co., Inc." for corner;

THENCE leaving the common northerly line of Bloor Road and the 9.38 acre tract, across the aforesaid "First Tract" and "Fourth Tract", the following five (5) courses.

1. N27°48'00"E a distance of 1060.44 feet to a ½" iron rod found with a plastic cap stamped "Capital Surveying Co., Inc." for corner;

2. N07°13'16"W a distance of 1758.06 feet to a ½" iron rod found with a plastic cap stamped "Capital Surveying Co., Inc." for an angle point;

3. N02°09'51"E a distance of 542.81 feet to a ½" iron rod found with a plastic cap stamped "Capital Surveying Co., Inc." for corner;

4. N40°54'42"W a distance of 1543.45 feet to a ½" iron rod found with a plastic cap stamped "Capital Surveying Co., Inc." for corner;

5. N63°15'14"W a distance of 459.50 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 414.940 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (HARN), derived by GPS observation.

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 19th day of October, 2006.

STATE OF TEXAS
REGISTERED
JERRY FULTS
1999
PROFESSIONAL
LAND SURVEYOR

Jerry Fults,
Registered Professional Land Surveyor
No. 1999 - State of Texas

Exhibit "A-4"

Tract 4

652.489 Acres
Wild Horse Ranch
Page 1 of 6

James Manor Survey No. 39
William H. Sanders Survey No. 54
James H. Manning Survey No. 37
December 19, 2006
06527.10

Parcel A

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a 652.489 acre tract of land situated in the James Manor Survey No. 39, the William H. Sanders Survey No. 54, and the James H. Manning Survey No. 37, all of Travis County, Texas and being a portion of that 1242.15 acre tract of land conveyed to Wild Horse Investments, Ltd. by deed recorded as Document No. 2000056534 of the Official Public Records of Travis County, Texas, a portion of that 633.40 acre tract of land conveyed to Wild Horse Investments, Ltd., by deed recorded as Document No. 2000175724 of the Official Public Records of Travis County, Texas; a part of that 1.999 acre tract quit claimed to Wild Horse Investments, Ltd., in Document No. 2001076959 of the Official Public Records of Travis County, Texas, and all of that 34.259 acre tract conveyed to WHC 116 Lots, Ltd. by deed recorded as Document No. 2002115737 of the Official Public Records of Travis County, said 652.489 acre tract of land is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found on the westerly right-of-way line of FM 973 (100.0 feet wide right-of-way) and being the most northerly corner of the common line between the aforesaid 1242.15 acre tract and said FM 973 right-of-way;

THENCE, with the common easterly line of said 1242.15 acre tract and westerly right-of-way line of FM 973 the following eight (8) courses:

1) S04°16'00"W, a distance of 863.79 feet to a highway right-of-way marker found for the point of curvature of a curve to the right;

2) Southwesterly with said curve to the right having a radius of 2814.60 feet and a central angle of 10°45'45" (chord bears S09°38'53"W, 527.92 feet) for an arc distance of 528.70 feet to a highway right-of-way marker found for a point of tangency;

3) S15°01'45"W, 373.86 feet to a highway right-of-way marker found at the beginning of a non-tangent curve to the left, having a radial bearing of S75°00'08"E;

4) Southwesterly with said curve to the left having a radius of 5779.58 feet and a central angle of 05°53'20" (chord bears S12°03'11"W, 593.77 feet) for an arc distance of 594.04 feet to a ½" iron rod found at the end of said curve from which a found highway right-of-way marker bears S28°38'00"E, 2.0 feet;

5) S06°07'43"W, a distance of 1327.40 feet to a highway right-of-way marker found for the point of curvature of a curve to the left;

6) Southwesterly with said curve to the left, having a radius of 5779.50 feet and a central angle of 03°02'00" (chord bears S07°36'43"W, 305.94 feet) for an arc distance of 305.98 feet to a highway right-of-way marker found for a point of tangency;

7) S06°05'43"W, a distance of 323.88 feet to a highway right-of-way marker found for the point of curvature of a curve to the right;

8) Southwesterly with said curve to the right, having a radius of 2814.50 and a central angle of 02°50'11" (chord bears S07°30'49"W, 139.31 feet) for an arc distance of 139.32 feet to a ½" iron rod found for the southeast corner of said 1242.15 acre tract;

THENCE, leaving the westerly right-of-way line of FM 973 with the southerly line of said 1242.15 acre tract, same being the northerly line of that 191.4 acre tract described in Volume 1779, Page 183 of the Deed Records of Travis County, Texas for the following two (2) courses:

1) N60°02'17"W, a distance of 474.76 feet to an iron pipe found for an angle point;

2) N60°25'08"W, a distance of 368.59 feet to an iron pipe found for the northwest corner of said 191.4 acre tract, and being on the easterly line of the aforesaid 633.40 acre tract from which an iron pipe found for the northeast corner of the 633.40 acre tract, same being an "ell" corner in the southerly line of the 1242.15 acre tract, bears N28°17'59"E, 169.36 feet;

THENCE with the common easterly line of said 633.40 acre tract and westerly line of said 191.4 acre tract the following two (2) courses:

1) S30°24'54"W, a distance of 1014.06 feet to a ½" iron rod with Capital Surveying Company, Inc. plastic cap found for an angle point;

2) S27°34'00"W, generally along a fence, a distance of 1194.86 feet to the calculated point of intersection of this common line with the north right-of-way line of State Highway No. 130 being a 122.026 acre tract described in that "Possession and Use Agreement" between the State of Texas and Wildhorse Investments, LTD recorded in Document No. 2005072028 of the above said Official Public Records. Said intersection point bears S20°19'44"E, 0.07 feet from a ½" iron rod found with an aluminum "TxDOT" Cap and bears N27°34'00"E, 0.19 feet from an axle found for the southwest corner of said 191.4 acre tract and being an angle point in the easterly line of the 633.40 acre tract and also being an angle point in the northerly line of

that 90.77 acre tract described in deed recorded in Volume 8088, Page 523 of the Deed Records of Travis County, Texas;

THENCE along the north and east line of the 122.026 acre tract (State Highway No.130) with the following sixteen (16) courses:

1) With a curve to the left, having a central angle of 08°08'22", a radius of 8139.74 feet, a long chord of 1155.36 feet (chord bears N24°22'53"W) for an arc distance of 1156.33 feet to a ½" iron rod found with an aluminum "TxDOT" cap;

2) N76°33'16"E, 62.71 feet to a ½" iron rod found with an aluminum "TxDOT" cap;

3) N28°56'25"W, 134.90 feet to a ½" iron rod found with a an aluminum "TxDOT" cap;

4) S76°53'54"W, 62.67 feet to a ½" iron rod found with an aluminum "TxDOT" cap;

5) With a curve to the left, having a central angle of 10°24'46", a radius of 5811.95 feet, a long chord of 1054.79 feet (Chord bears N33°40'26"W) for an arc distance of 1056.24 feet to an iron rod found with an aluminum "TxDOT" cap;

6) N36°53'18" W, 551.50 feet to a ½" iron rod found with an aluminum "TxDOT" cap.

7) N53°02'27" E, 141.23 feet to a ½" iron rod found with an aluminum "TxDOT" cap;

8) N36°41'48"W, 149.41 feet to a ½" iron rod found with an aluminum "TxDOT" cap;

9) S53°16'47"W, 141.89 feet to a ½" iron rod found with an aluminum "TxDOT" cap;

10) N36°53'30"W, at a distance of 1089.25 feet pass a ½" iron rod found with an aluminum "TxDOT" cap 6.09 feet to the northeast, for a total distance of 1196.46 feet to a calculated angle point;

11) N13°51'58"W, 140.60 feet to a ½" iron rod found with an aluminum "TxDOT" cap;

12) N36°53'33" W, passing the common line between the 1242.15 acres and the 633.40 acres described above for a distance of 1268.46 feet to a ½" iron rod found with an aluminum "TxDOT" cap;

13) N03°52'51"E, 222.51 feet to a ½" iron rod found with an aluminum "TxDOT" cap

4) With a curve to the left, having a central angle of 03°14'30", a radius of 19,017.07 feet, a long chord of 963.79 feet (chord bears N12°56'45"E) for an arc distance of 963.79 feet to a ½" iron rod found with an aluminum "TxDOT" cap;

5) N40°02'41"E, 85.70 feet to a ½" iron rod found with an aluminum "TxDOT" cap;

6) N49°46'32"W, at a distance of 43.73 feet pass a ½" iron rod found with an aluminum "TxDOT" cap, continuing for a total distance of 48.61 feet to the calculated point of intersection of this line with the East line of Blue Bluff Road (said east line is that line shown on the Travis County Engineer Plan No. 1-045, dated December 1970, with an 80.00 feet wide right-of-way)

THENCE along the above said east line of Blue Bluff Road with the following eight (8) courses:

1) N39°42'08"E, 891.34 feet to a ½" iron rod found with a plastic cap stamped "Capital Surveying Company, Inc.";

2) N30°26'38"E 631.61 feet to an ½" iron rod found with a plastic cap stamped "Capital Surveying Company, Inc.";

3) N39°46'33"E, 519.16 feet to a ½" iron rod found with a plastic cap stamped "Capital Surveying Company, Inc.";

4) N18°31'21"E, 698.13 feet to a ½" iron rod found with a plastic cap stamped with "Capital Surveying Company, Inc.";

5) N15°22'41E 511.42 feet to a ½" iron rod found with a plastic cap stamped with "Capital Surveying Company, Inc.";

6) N01°08'13"W, 246.78 feet to a ½" iron rod found with a plastic cap stamped "Capital Surveying Company, Inc.";

7) N17°37'28"W 558.03 feet to a ½" iron rod found with a plastic cap stamped with "Capital Surveying Company, Inc.";

8) N04°23'37"E 204.52 feet to a ½" iron rod found on the north line of the above said 1242.15 acre tract.

THENCE S62°34'20"E, with the said northerly line of the 1242.15 acre tract, 2171.94 feet to a ½" iron rod set with a plastic cap stamped "Capital Surveying Company Inc." for the northwest corner of a 0.54 acre tract being Lot 1, Block "A" of "Wildhorse Creek Subdivision Playscape" a subdivision of record in Document No. 200600122 of the above said Official Public Records, said set iron rod bears N62°34'20"W, 110.00 feet from a ½" iron rod found on the southwesterly line of "Wildhorse Creek Subdivision Section One" recorded in Document No. 200200143 of the official public records and being the northeast corner of said Lot 1, Block "A";

THENCE S27°25'40"W, leaving the northerly line of and crossing into the said 1242.15 acre tract, with the west line above said Lot 1, Block "A", 150.00 feet to a ½" iron rod set with a plastic cap stamped "Capital Surveying Company, Inc.", for the southwest corner of said Lot 1, Block "A";

THENCE S62°34'20"E, with the south line of above said Lot 1 Block "A", 214.38 feet to a ½" iron rod set with a plastic cap stamped "Capital Surveying Company, Inc."; for the southeast corner of the said Lot 1, Block "A" on the southwesterly line of the Wildhorse Creek Subdivision, Section One described above and being the beginning of a non-tangent curve to the left;

THENCE with westerly and southerly lines of said subdivision, the following four (4) courses:

1) Southeasterly with said curve to the left, having a radius of 645.00 feet and a central angle of 13°01'36" (chord bears S22°03'39"E, 146.33 feet) for an arc distance of 146.64 feet to a ½" iron rod with a plastic cap stamped "Capital Surveying Company, Inc." found for a point of compound curvature;

2) Southeasterly with a curve to the left, having a radius of 365.00 feet and a central angle of 34°22'12" (chord bears S45°45'42"E, 215.68 feet) for an arc distance of 218.95 feet to a ½" iron rod with "JNS Engineers" plastic cap found for corner;

3) S27°03'13"W, with a line non-tangent to the previous curved course, a distance of 332.09 feet to a ½" iron rod with a plastic cap stamped "Capital Surveying Company, Inc.", found for corner at the beginning of a non-tangent curve to the left;

4) Southeasterly with said curve to the left, having a radius of 2640.00 feet and a central angle of 22°20'11" (chord bears S37°46'59"E, 1022.68 feet) for an arc distance of 1029.18 feet to a ½" iron rod with "Capital Surveying Company, Inc." plastic cap found on the easterly line of the aforesaid 1,999 acre quitclaim tract;

James Miner Survey No. 39
William H. Sanders Survey No. 54
James H. Manning Survey No. 57
December 19, 2006
06527.10

THENCE, S02°01'40"W, with the easterly line of said 1,999 acre tract, a distance of 1500.29 feet to a ½" iron rod with Capital Surveying Company, Inc. cap found on the easterly line of the aforesaid 1242.15 acre tract, being the southeast corner of the 1,999 acre tract;

THENCE, S88°07'41"E, with the easterly line of said 1242.15 acre tract, a distance of 107.26 feet to a ½" iron pipe found for an angle point;

THENCE, S86°44'07"E, continuing with the easterly line of said 1242.15 acre tract, a distance of 103.99 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 652.489 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (HARN), derived by GPS observation.

That I, Jerry Fults, a Registered Professional Land Surveyor, do herby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS My Hand AND SEAL at Austin, Travis County, Texas, this the 19th day of December, 2006.

STATE OF TEXAS
REGISTERED
JERRY FULTS
1999
PROFESSIONAL
LAND SURVEYOR

Jerry Fults
Registered Professional Land Surveyor
No. 1999-State of Texas

Exhibit "A-5"

Tract 5

100.00 Acres

James Manor Survey No. 40, Abstract No. 546
James Manor Survey No. 39, Abstract No. 568
William H. Sanders Survey No. 54, Abstract No. 690

Wildhorse Ranch
Page 1 of 3

September 7, 2006
06527.11

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 100.00 acres situated in the James Manor Survey No. 40, abstract No. 546, the James Manor Survey No. 39 Abstract No. 528, and the William H. Sanders Survey No. 54, Abstract No. 690, Travis County, Texas and being a portion of that 167.527 acre tract conveyed to J&T Development Group LTD. by the deed recorded in Document No. 2006167444 of the Official Public Records of Travis County, Texas, said 167.527 acres being a portion of that 1242.15 acre tract conveyed to Wildhorse Investments, Ltd. by the deed recorded in Document No. 2000056534 of the Official Public Records of Travis County, Texas; Said 1242.15 acre tract being all of those eight tracts of land conveyed to Texas A&M University Development Foundation, and described as Exhibits "A" through "H" by deed recorded in Volume 7896, Page 302 of the said Deed Records of Travis County, Texas and also being all of Lots 1-10, Block 8 and Lots 1-10, Block 9 of the City of Manor as shown in Volume V, Page 796 of the said Deed Records said Lots having been conveyed to Texas A&M University Development Foundation by the aforesaid deed recorded in Volume 7896, Page 302 of the said Deed Records; said 100.00 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a calculated point for the most northerly corner of the 1242.15 acre tract, being the most northerly corner of that 11.2 acre tract described as Exhibit "F" of the aforesaid deed recorded in Volume 7896, Page 302 of the said Deed Records;

THENCE, S14°20'00"W, with the east line of the 1242.15 acre tract, and the 11.2 acre tract, 15.02 feet to a ½" iron rod found, with a cap marked "Capital Surveying Co., Inc.", at the point of intersection of this east line with the south right-of-way line of the old Southern Pacific Railroad right-of-way (200' wide and quitclaimed to the City of Austin in Volume 9837, Page 414 and Volume 9837, Page 422 of the said Deed Records) for the most northerly corner of said 167.527 acre tract and POINT OF BEGINNING of the herein described 100.00 acre tract;

THENCE, S14°20'00"W, continuing with an east line of the 167.527 acre tract and the 1242.15 acre tract and the easterly line of the said 11.2 acre tract, a distance of 103.98 feet to a ½" iron rod found, marked "Capital Surveying Company, Inc", for an angle point at a fence post;

THENCE, S27°50'00"W, continuing with said east line of the 167.527 acre tract and the 1242.15 acre tract and the 11.2 acre tract, a distance of 925.00 feet to a ½" iron rod found for the southeast corner of the said 11.2 acre tract and an ell corner of the aforesaid 167.527 acre tract and the 1242.15 acre tract, being on the northerly line of that 891.38 acre tract, described as Exhibit "A", to Texas A&M University Development Foundation mentioned above in the deed recorded in Volume 7896, Page 302 of the said Deed Records;

THENCE, S62°34'51"E, with the northerly line of the 167.527 acre tract, the 891.38 acre tract and the 1242.15 acre tract, 1911.74 feet to an iron rod found for the southwest corner of a 3.537

acre tract of land conveyed to Travis County, Texas, for right-of-way of Blue Bluff Road (80.00' wide) in Volume 4871, Page 1883 of the said Deed Records;

THENCE, leaving the said northerly line of and crossing through the 1242.15 acre tract, along the east line of the 167.527 acre tract, being the west line of Blue Bluff Road (said west line is that line shown on Travis County Engineer Plan No. 1-045, dated Dec. 1970, for an 80.00 feet wide right-of-way, said right-of-way was not conveyed to the county), with the following four (4) courses:

1.) S09°08'51"W, 224.11 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc.";

2.) S17°37'27"E, 592.53 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc.";

3.) S01°08'19"E, 223.56 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc.";

4.) S15°22'44"W, 165.33 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc." for the southeast corner of the herein described tract;

THENCE, S86°52'26"W, leaving the said west line of Blue Bluff Road, continuing across the 1242.15 acre tract and the 167.527 acre tract, 2039.92 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc." in the west line of the said 167.527 acre tract being the east line of that 100.00 acre tract conveyed to J&T Development Group L.P. by the deed recorded in Document No. 2006167447 of the said Official Public Records for the southwest corner of the herein described tract;

THENCE, N09°04'22"W, continuing across the 1242.15 acre tract with the common line of the 167.527 acre tract and the 100.00 acre tract 2515.98 feet to a ½" iron rod set in the south right-of-way line of the above said Southern Pacific Railroad (150.00 feet wide);

THENCE, N38°57'25"E, continuing across the said 1242.15 acre tract, along the northwest line of the 167.527 acre tract and the southeast right-of-way line of the said old Southern Pacific Railroad (150.00 foot wide), passing the point of intersection of this railroad right-of-way line with the north line of the said 1242.15 acre tract, being the north line of the 891.38 acre tract and the south line of the aforesaid 11.2 acre tract, for a distance of 97.33 feet a ½" iron rod set, with a cap marked "Capital Surveying Company, Inc.";

THENCE, S61°40'00"E, continuing with the northwest line of the 167.527 acre tract, a distance of 25.44 feet to a ½" iron rod set, with a cap marked "Capital Surveying Company, Inc.", in the south right-of-way line of the said old Southern Pacific Railroad (200.00 feet wide);

THENCE, N38°57'25"E continuing with the northwest line of the 167.527 acre tract, crossing the said 11.2 acre tract and the 1242.15 acre tract, 47.77 feet to a ½" iron rod found, with a cap marked "Capital Surveying Company, Inc.", at the point of curvature of a curve to the right;

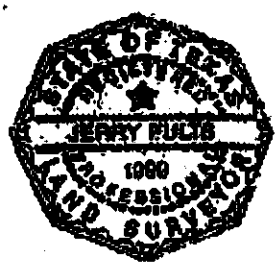
THENCE, continuing with the northwest line of the 167.527 acre tract and crossing the 1242.15 acre tract and the 11.2 acre tract, along the said railroad right-of-way line, with said curve to the right, having a central angle of 45°52'19", a radius of 1330.00 feet, a long chord of 1036.61 feet (chord bears N61°53'35"E), for an arc distance of 1064.82 feet to a ½" iron rod found with a cap marked "Capital Surveying Company, Inc.";

THENCE, N84°49'44"E, continuing with the northwest line of the 167.527 acre tract along the said railroad right-of-way line, 62.18 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 100.00 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (HARN), derived by GPS observation.

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 7th day of September, 2006.



Jerry Fults
Registered Professional Land Surveyor
No. 1999 - State of Texas

Exhibit "A-6"

Tract 6

A TRACT OR PARCEL OF LAND CONTAINING 199.996 ACRES SITUATED IN THE JAMES MANOR SURVEY NO. 39 ABSTRACT NO. 528, AND THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT 1242.15 ACRE TRACT CONVEYED TO WILDHORSE INVESTMENTS, LTD. BY THE DEED RECORDED IN DOCUMENT NO. 2000056534 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1242.15 ACRE TRACT BEING ALL OF THOSE EIGHT TRACTS OF LAND CONVEYED TO TEXAS A&M UNIVERSITY DEVELOPMENT FOUNDATION, AND DESCRIBED AS EXHIBITS "A" THROUGH "H" BY DEED RECORDED IN VOLUME 7896, PAGE 302 OF THE SAID DEED RECORDS OF TRAVIS COUNTY, TEXAS AND ALSO BEING ALL OF LOTS 1-10, BLOCK 8 AND LOTS 1-10, BLOCK 9 OF THE CITY OF MANOR AS SHOWN IN VOLUME V, PAGE 796 OF THE SAID DEED RECORDS SAID LOTS HAVING BEEN CONVEYED TO TEXAS A&M UNIVERSITY DEVELOPMENT FOUNDATION BY THE AFORESAID DEED RECORDED IN VOLUME 7896, PAGE 302 OF THE SAID DEED; SAID 199.996 ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A CALCULATED POINT FOR THE MOST NORTHERLY CORNER OF THE 1242.15 ACRE TRACT, BEING THE MOST NORTHERLY CORNER OF THAT 11.2 ACRE TRACT DESCRIBED AS EXHIBIT "F" OF THE AFORESAID DEED TO TEXAS A&M UNIVERSITY DEVELOPMENT FOUNDATION RECORDED IN VOLUME 7896, PAGE 302 OF THE SAID DEED RECORDS;

THENCE, S 14° 20' 00" W, WITH THE EAST LINE OF THE 1242.15 ACRE TRACT AND THE 11.2 ACRE TRACT, 15.02 FEET TO A ½" IRON ROD FOUND, WITH A CAP MARKED "CAPITAL SURVEYING CO., INC.", AT THE POINT OF INTERSECTION OF THE EAST LINE WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OLD SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY (200' WIDE, AS QUITCLAIMED TO THE CITY OF AUSTIN IN VOLUME 9837, PAGE 414 AND VOLUME 9837, PAGE 422 OF THE SAID DEED RECORDS);

THENCE, S 84° 49' 44" W, ACROSS THE SAID 1242.15 ACRE TRACT AND THE 11.2 ACRE TRACT ALONG THE SAID SOUTHEAST RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 62.18 FEET TO A ½" IRON ROD FOUND WITH CAP MARKED "CAPITAL SURVEYING COMPANY, INC.", FOR THE POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE, CONTINUING ACROSS THE 1242.15 ACRE TRACT AND THE 11.2 ACRE TRACT, ALONG THE SAID RAILROAD RIGHT-OF-WAY LINE, WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 45° 52' 19", A RADIUS OF 1330.00 FEET, A LONG CHORD OF 1036.61 FEET (CHORD BEARS S 61° 53' 35" W), FOR AN ARC DISTANCE OF 1064.82 FEET TO A ½" IRON ROD FOUND, WITH A CAP MARKED "CAPITAL SURVEY COMPANY, INC.", FOR THE POINT OF TANGENCY;

THENCE, S 38° 57' 25" W, CONTINUING ACROSS THE SAID 1242.15 ACRE TRACT AND THE 11.2 ACRE TRACT, WITH THE SOUTHEAST RAILROAD RIGHT-OF-WAY LINE (200.00 FEET WIDE), A DISTANCE OF 47.77 FEET TO A ½" IRON ROD FOUND, WITH A CAP MARKED "CAPITAL SURVEYING COMPANY, INC.", FOR AN ANGLE POINT;

THENCE, N 61° 40' 00" E, CONTINUING ACROSS THE 1242.15 ACRE TRACT AND THE 11.2 ACRE TRACT, WITH THE SOUTHEAST RAILROAD RIGHT-OF-WAY LINE, FOR A DISTANCE OF 25.44 FEET TO A ½" IRON ROD SET, WITH A CAP MARKED "CAPITAL SURVEYING COMPANY, INC.", AT THE POINT OF INTERSECTION OF THIS NORTHEAST LINE WITH THE SOUTHEAST LINE OF THE AFORESAID RAILROAD RIGHT-OF-WAY (150.00 FEET WIDE);

THENCE, S 38° 57' 25" W, CONTINUING ACROSS THE SAID 1242.15 ACRE TRACT, THE 11.2 ACRE TRACT AND THE 891.38 ACRE TRACT, DESCRIBED AS EXHIBIT "A", MENTIONED ABOVE IN THE DEED TO TEXAS A&M UNIVERSITY DEVELOPMENT FOUNDATION RECORDED IN VOLUME 7896, PAGE 302 OF THE SAID DEED RECORDS, BEING ALONG THE SOUTHEAST RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 97.33 FEET TO THE MOST NORTHERLY CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, S 09° 04' 22" E, LEAVING THE SOUTHEAST RAILROAD RIGHT-OF-WAY LINE AND CONTINUING ACROSS THE SAID 1242.15 ACRE TRACT, A DISTANCE OF 4942.10 FEET TO A ½" IRON ROD SET, WITH A CAP MARKED "CAPITAL SURVEYING COMPANY, INC.", ON A NORTHEAST LINE OF THAT 79.920 ACRE TRACT OF LAND CONVEYED TO THE STATE OF TEXAS FOR RIGHT-OF-WAY AND DESCRIBED AS PARCEL 301-A IN THE DEED RECORDED IN DOCUMENT NO. 2005072028 OF THE SAID OFFICIAL PUBLIC RECORDS, SAID ½" IRON ROD SET BEARS S 40° 08' 26" E, 21.60 FEET FROM A ½" IRON ROD FOUND WITH AN ALUMINUM CAP MARKED "TXDOT";

THENCE, CONTINUING ACROSS THE 1242.15 ACRE TRACT, ALONG THE NORTHEASTERLY LINE OF THE SAID 79.920 ACRE TRACT, WITH THE FOLLOWING NINE (9) COURSES:

1.) S 40° 08' 26" W, 64.25 FEET TO A ½ IRON ROD FOUND WITH AN ALUMINUM CAP MARKED "TXDOT" FOR THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

2.) WITH THE SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 07° 11' 40" A RADIUS OF 7554.44 FEET, A LONG CHORD OF 947.96 FEET (CHORD BEARS S 43° 43' 15" W) FOR AN ARC DISTANCE OF 948.58 FEET TO A ½ IRON ROD FOUND WITH AN ALUMINUM CAP MARKED "TXDOT";

3.) N 80° 25' 48" W, 224.58 FEET TO A ½ IRON ROD FOUND WITH AN ALUMINUM

CAP MARKED "TXDOT";

4.) N 36° 52' 43" W, 703.99 FEET TO A ½ IRON ROD FOUND WITH AN ALUMINUM CAP MARKED "TXDOT";

5.) N 54° 11' 07" W, 104.74 FEET TO A ½" IRON ROD FOUND WITH AN ALUMINUM CAP MARKED "TXDOT";

6.) N 36° 53' 36" W, 1126.99 FEET TO A ½" FEET WITH AN ALUMINUM CAP MARKED "TXDOT", FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;

7.) WITH THE SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 25° 54' 39", A RADIUS OF 1236.00 FEET, A LONG CHORD OF 554.20 FEET (CHORD BEARS N 31° 12' 05" W), FOR AN ARC DISTANCE OF 558.95 FEET TO A ½" IRON ROD FOUND AT THE POINT OF CURVATURE OF A NON-TANGENT REVERSE CURVE TO THE RIGHT;

8.) WITH THE SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 04° 23' 25", A RADIUS OF 5312.58 FEET, A LONG CHORD OF 406.98 FEET (CHORD BEARS N 26° 34' 24" W), FOR AN ARC DISTANCE OF 407.08 FEET TO A ½" IRON ROD FOUND WITH AN ALUMINUM CAP MARKED "TXDOT";

9.) N 26° 34' 13" W, 851.78 FEET TO THE CALCULATED POINT OF INTERSECTION OF THIS NORTHEAST LINE WITH THE SOUTHEAST LINE OF THE ABOVE SAID RAILROAD RIGHT-OF-WAY (150.00 FEET WIDE), FROM WHICH A ½" IRON ROD FOUND WITH AN ALUMINUM CAP MARKED "TXDOT" BEARS N 26° 34' 13" W, 0.41 FEET;

THENCE, CONTINUING ACROSS THE SAID 1242.15 ACRE TRACT AND THE 891.38 ACRE TRACT, ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF THE SAID OLD SOUTHERN PACIFIC RAILROAD (150.00 FOOT WIDE), WITH THE FOLLOWING FIVE (5) COURSES:

1.) N 36° 26' 50" E, 107.72 FEET TO A ½" IRON ROD SET WITH A CAP, MARKED "CAPITAL SURVEYING COMPANY, INC.", AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

2.) WITH THE SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13° 08' 36", A RADIUS OF 1835.00 FEET, A LONG CHORD OF 420.01 FEET (CHORD BEARS N 43° 01' 08" E), FOR AN ARC DISTANCE OF 420.93 FEET TO A ½" IRON ROD SET WITH A CAP MARKED "CAPITAL SURVEYING COMPANY, INC.";

3.) N 49° 35' 25" E, 176.19 FEET TO A ½" IRON ROD SET WITH A CAP, MARKED "CAPITAL SURVEYING COMPANY, INC.", AT THE POINT OF CURVATURE OF A

CURVE TO THE LEFT;

4.) WITH THE SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 10° 38' 00", A RADIUS OF 5283.00 FEET, A LONG CHORD OF 979.05 FEET (CHORD BEARS N 44° 16' 25" E), FOR AN ARC DISTANCE OF 980.45 FEET TO A ½" IRON ROD SET WITH A CAP MARKED "CAPITAL SURVEYING COMPANY, INC.";

5.) N 37° 57' 25" E, FOR A DISTANCE OF 1597.99 FEET TO THE POINT OF BEGINNING, CONTAINING WITHIN THESE METES AND BOUNDS 199.996 ACRES OF LAND AREA.

Exhibit "A-7"

Save and Except Tract 1

36.874 Acres
Tract 1
Page 1 of 11

William H. Sanders Survey No. 54, Abstract No. 690
James Manor Survey No. 39, Abstract No. 528
December 6, 2013
12514.10

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 36.874 acres situated in the William H. Sanders Survey No. 54, Abstract No. 690 and the James Manor Survey No. 39 Abstract No. 528, Travis County, Texas, being a portion of that 199.996 acre tract conveyed to Texas WH 200, LP, by the deed recorded in Document No. 201034600 of the Official Public Records of Travis County, Texas; said 36.874 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod set, with a cap marked "Capital Surveying Co., Inc.", for the most northerly corner of the said 199.996 acre tract, on the southeast right-of-way of the old Southern Pacific Railroad (150' R.O.W.) as quitclaimed to the City of Austin in Volume 9837, Page 414 and Volume 9837, Page 422 of the Real Property Records of Travis County, Texas, being the most west, northwest corner of that 100.00 acre tract conveyed to Texas WH 200, LP, by the deed recorded in Document No. 2010177691 of the Official Public Records of Travis County, Texas;

THENCE, S09°04'22"E, with the common line between the 199.996 acre tract and the 100.00 acre tract, a distance of 2515.98 feet to a ½" iron rod found, with a cap marked "Capital Surveying Co., Inc.", being 135.33 feet left of proposed baseline station 27+13.61 for the southwest corner of the said 100.00 acre tract and the northwest corner of that 67.527 acre tract conveyed to Three Star Capital, LLC by the deed recorded in Document No. 2008203353 of the said Official Public Records;

THENCE, S09°04'22"E, with the common line between the 199.996 acre tract and the 67.527 acre tract, a distance of 2426.12 feet to a ½" iron rod set, with a cap marked "Capital Surveying Co., Inc.", being 186.08 feet left of proposed baseline station 51+12.13 for the southeast corner of the said 199.996 acre tract, being on the north line of that 79.920 acre tract conveyed to the State of Texas, for right-of-way, and described as Parcel 301-A in the deed recorded in Document No. 2005072028 of the said Official Public Records, said iron rod bears S40°08'26"E, 21.60 feet from a ½" iron rod found, with an aluminum cap marked "TxDOT";

THENCE, along the southerly line of said 199.996 acre tract and the northerly line of the 79.920 acre tract, for the following four (4) courses:

1) S40°08'26"W, 64.25 feet to a ½ iron rod found, with an aluminum cap marked "TxDOT", for the point of curvature of a curve to the right;

2) With the said curve to the right, having a central angle of 07°11'40", a radius of 7554.44 feet, a long chord of 947.96 feet (chord bears S43°43'15"W), for an arc distance of 948.58 feet to a ½ iron rod set, with a cap marked "Capital Surveying Co., Inc.", from which a ½" iron rod found, with an aluminum cap marked "TxDOT", bears N22°23'17"E, 1.67 feet;

3) N80°25'48"W, 224.58 feet to a ½ iron rod set, with a cap marked "Capital Surveying Co., Inc.", from which a ½" iron rod found, with an aluminum cap marked "TxDOT", bears N19°05'39"E, 1.79 feet;

4) N36°52'43"W, 627.84 feet to a ½ iron rod set, with a cap marked "Capital Surveying Co., Inc.", from which a ½" iron rod found, with an aluminum cap marked "TxDOT", bears N36°52'43"W, 76.15 feet;

THENCE, leaving the northerly line of the said 79.920 acre tract, and crossing through the said 199.996 acre tract, for the following thirteen (13) courses:

1) N53°06'21"E, at a distance of 1.31 feet pass a ½" iron rod found, with an aluminum cap marked "TxDOT", and continuing for a total distance of 149.71 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.";

2) N03°49'02"W, 226.59 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.";

3) N12°38'37"E, 181.12 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.";

4) N48°36'49"E, 100.05 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.", for the point of a non-tangent curvature of a curve to the left;

5) With the said curve to the left, having a central angle of 10°51'37", a radius of 1550.00 feet, a long chord of 293.36 feet (chord bears S46°25'56"E), for an arc distance of 293.80 feet to ½" iron rod set, with a cap marked "Capital Surveying Company, Inc.";

6) S07°36'08"E, 851.49 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.";

7) N58°11'36"E, 215.16 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.", for the point of curvature of a non-tangent curve to the left;

8) With the said curve to the left, having a central angle of 45°44'08", a radius of 1100.00 feet, a long chord of 854.93 feet (chord bears N15°05'58"E), for an arc distance of 878.06 feet to a ½" iron rod set, with a cap marked "Capital Surveying Company, Inc.";

9) N07°46'07"W, 874.68 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.", being 131.51 feet right of proposed baseline station 39+78.57;

10) N09°30'48"W, 1209.96 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.", being 148.14 feet right of proposed baseline station 27+80.61;

11) N02°03'39"E, 720.82 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.", being 135.69 feet right of proposed baseline station 20+51.11;

12) N15°39'18"W, 923.41 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.";

13) N03°20'30"E, 887.30 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.", being 100.70 feet right of proposed baseline station 2+67.12, said iron rod being on the southerly right-of-way line of said old Southern Pacific Railroad and a point on the north line of said 199.996 acre tract;

THENCE, N38°57'25"E, with the common line between the said railroad right-of-way and said 199.996 acre tract, a distance of 87.71 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 36.874 acres of land area.

The Bearing shown hereon are grid bearings base on the Texas State Plane Coordinate System, Central Zone, NAD83 (HARN), derived by GPS observation.

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 6th day of December, 2013.

STATE OF TEXAS
REGISTERED
JERRY FULTS
1999
PROFESSIONAL
LAND SURVEYOR

Jerry Fults
Registered Professional Land Surveyor
No. 1999 - State of Texas

Exhibit "A-8"

Save and Except Tract 2

23.392 Acres
Tract 2
Page 1 of 5

James Manor Survey No. 39, Abstract No. 528
December 6, 2013
12514.10

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 23.392 acres situated in the James Manor Survey No. 39 Abstract No. 528, Travis County, Texas, being a portion of that 652.489 acre tract, described as "Parcel "A", conveyed from Wildhorse Investments, Ltd. to Heart of Manor, LP, by a General Warranty deed with Vendors Lien, recorded in Document No. 2007037703 of the Official Public Records of Travis County, Texas; said 23.392 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found, with an aluminum cap marked "TxDOT" for the most westerly corner of the said 652.489 acre tract, being an angle point in the northeast right-of-way line of that 122.026 acre tract (S.H. No. 45) described in that "Possession of Use Agreement" between the State of Texas and Wildhorse Investments, Ltd., recorded in Document No. 2005072028 of the said Official Public Records;

THENCE, N03°52'51"E, with the common line between the said 652.489 acre tract and the 122.026 acre right-of-way tract, a distance of 222.51 feet to a ½" iron rod found, with an aluminum cap marked "TxDOT" for the point of curvature of a non-tangent curve to the left;

THENCE, continuing along the above said common line, with the said curve to the left, having a central angle of 02°56'44", a radius of 17017.07 feet, a long chord of 874.76 feet (chord bears N42°59'42"E), for an arc distance of 874.85 feet to a ½ iron rod set, with a cap marked "Capital Surveying Co., Inc." for the POINT OF BEGINNING of the herein described tract;

THENCE, continuing along the above said common line, for the following four (4) courses;

1) With the said curve to the right, having a central angle of 00°17'46", a radius of 17017.07 feet, a long chord of 87.94 feet (chord bears N41°22'27"E), for an arc distance of 87.94 feet to a ½ iron rod set, with a cap marked "Capital Surveying Co., Inc.";

2) N40°02'41"E, 85.70 feet to a ½ iron rod set, with a cap marked "Capital Surveying Co., Inc.";

3) N49°35'58"W, 43.64 feet to a ½ iron rod set, with a cap marked "Capital Surveying Co., Inc.";

4) N51°19'14"W, 4.98 feet to a ½ iron rod set, with a cap marked "Capital Surveying Co., Inc.", on the east line of Blue Bluff Road and the west line of said 652.489 acre tract;

THENCE, N39°42'08"E, with the common line between existing Blue Bluff Road (right-of-way varies) and the west line of said 652.489 acre tract, 809.89 feet to a ½" iron set, with a cap marked "Capital Surveying Co., Inc.";

THENCE, leaving the said common line and crossing through the said 652.489 acre tract, for the following ten (10) courses:

1) With a curve to the left, having a central angle of 25°34'15", a radius of 1000.00 feet, a long chord of 442.60 feet (chord bears S14°51'16"W), for an arc distance of 446.30 feet to ½" iron rod set, with a cap marked "Capital Surveying Company, Inc.";

2) S01°04'50"E, 426.75 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.";

3) N82°01'30"W, 95.91 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.";

4) S11°27'43"E, 418.00 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.";

5) N78°32'17"E, 621.44 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.",

6) S20°30'52"E, 888.30 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.";

7) S65°18'48"W, 787.02 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.";

8) N24°41'12"W, 502.94 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.";

9) N11°27'47"W, 1028.03 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.";

10) N82°01'30"W, 269.67 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 23.392 acres of land area.

The Bearing shown hereon are grid bearings base on the Texas State Plane Coordinate System, Central Zone, NAD83 (HARN), derived by GPS observation.

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 6th day of December, 2013.

STATE OF TEXAS
REGISTERED
JERRY FULTS
1999
PROFESSIONAL
LAND SURVEYOR

Jerry Fults
Registered Professional Land Surveyor
No. 1999 - State of Texas

Exhibit "A-9"

Save and Except Tract 3

15.681 Acres
Tract 3
Page 1 of 9

William H. Sanders Survey No. 54, Abstract No. 690
James Manor Survey No. 40, Abstract No. 546
December 6, 2013
12514.10

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 15.681 acres situated in the James Manor Survey No. 40 Abstract No. 546 and the William H. Sanders Survey No. 54, Abstract No. 690 Travis County, Texas, being a portion of that 100.00 acre tract conveyed to Texas WH 200, LP, by the deed recorded in Document No. 2010177691 of the Official Public Records of Travis County, Texas; said 15.681 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod set, with a cap marked "Capital Surveying Co., Inc.", for the northwest corner of the said 100.00 acre tract, in the southeast right-of-way of the old Southern Pacific Railroad (150' R.O.W.) quitclaimed to the City of Austin in Volume 9837, Page 414 and Volume 9837, Page 422 of the Real Property Records of Travis County, Texas, said set iron rod is also the most northerly corner of that 199.996 acre tract conveyed to Texas WH 200, LP, by the deed recorded in Document No. 2010134600 of the Official Public Records of Travis County, Texas;

THENCE, along the common line between the said old Southern Pacific railroad and the said 100.00 acre tract, with the following four (4) courses:

1) N38°57'25"E, 97.33 feet to a ½ iron rod found, with a cap marked "Capital Surveying Co., Inc.";

2) S61°40'00"E, 25.44 feet to a ½ iron rod found, with a cap marked "Capital Surveying Co., Inc.";

3) N38°57'25"E, 47.77 feet to a ½ iron rod found, with a cap marked "Capital Surveying Co., Inc.", for the point of curvature of a curve to the right;

4) With the said curve to the right, having a central angle of 02°44'18", a radius of 1330.00 feet, a long chord of 63.56 feet (chord bears N40°19'34"E), for an arc distance of 63.56 feet to a ½ iron rod set, with a cap marked "Capital Surveying Co., Inc.";

THENCE, leaving the said common line and crossing through the said 100.00 acre tract, for the following five (5) courses:

1) S03°35'34"E, 264.60 feet to a ½ iron rod set, with a cap marked "Capital Surveying Co., Inc.", being 125.78 feet left of proposed baseline station 3+13.53;

2) S02°50'52"W, 295.09 feet to a ½ iron rod set, with a cap marked "Capital Surveying Co., Inc.", being 110.10 feet left of proposed baseline station 6+15.97;

3) S10°47'37"E, 476.86 feet to a ½ iron rod set, with a cap marked "Capital Surveying Co., Inc.", being 165.03 feet left of proposed baseline station 10+91.37;

4) N78°20'41"E, 155.42 feet to a ½ iron rod set, with a cap marked "Capital Surveying Co., Inc.";

5) N27°25'40"E, 571.71 feet to a ½ iron rod set, with a cap marked "Capital Surveying Co., Inc.", on the north line of said 100.00 acre tract and the southwest line of that 148.30 acre tract described in the "Anne Bloor Schryver et al Partition Deed" recorded in Volume 12870, Page 1684 of the said Real Property Records, said set iron rod bears S62°34'51"E, 32.96 feet from a ½" iron rod, without cap, found for the west corner of the 148.30 acre tract and an ell corner of the 100.00 acre tract;

THENCE, S62°34'51"E, with the common line between the 100.00 acre tract and said 148.30 acre tract, 129.86 feet to a ½ iron rod set, with a cap marked "Capital Surveying Co., Inc.", from which a ½" iron rod, without cap, found for a northeast corner of said 100.00 acre tract, in the west line of existing Blue Bluff Road (right-of-way varies) bears S62°34'51"E, 1748.93 feet;

THENCE, leaving the said common line, and crossing through the said 100.00 acre tract, for the following six (6) courses:

1) S22°07'44"W, 804.56 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.";

2) S03°31'38"W, 251.64 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.";

3) S31°07'27"E, 624.97 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc." for the point of curvature of a non-tangent curve to the left;

4) With the said curve to the left, having a central angle of 29°32'57", a radius of 336.83 feet, a long chord of 171.79 feet (chord bears S46°28'28"W), for an arc distance of 173.71 feet to ½" iron rod set, with a cap marked "Capital Surveying Company, Inc.", for the point of reverse curvature of a curve to the right;

5) With the said curve to the right, having a central angle of 43°03'27", a radius of 257.00 feet, a long chord of 188.62 feet (chord bears S56°53'13"W), for an arc distance of 193.14 feet to ½" iron rod set, with a cap marked "Capital Surveying Company, Inc.";

6) S12°43'10"E, 331.28 feet to a ½" iron rod set, with a cap, marked "Capital Surveying Company, Inc.", being 310.41 feet left of proposed baseline station 27+13.61 on the south line of said 100.00 acre tract, being the north line of that 67.527 acre tract conveyed to Three Star Capital, LLC by the deed recorded in Document No. 2008203353 of the said Official Public Records, said iron rod bears S86°52'26"W, 1864.72 feet from a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the southeast corner of said 100.00 acre tract and the northeast corner of said 67.527 acre tract;

THENCE, S86°52'26"W, 175.20 feet to a ½ iron rod found, with a cap marked "Capital Surveying Co., Inc.", being 135.33 feet left of proposed baseline station 27+13.61 for the common west corner of the said 100.00 acre tract and said 67.527 acre tract;

THENCE, N09°04'22"W, with the common line between the said 100.00 acre tract and said 199.996 acre tract, for a distance of 2515.98 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 15.681 acres of land area.

The Bearing shown hereon are grid bearings base on the Texas State Plane Coordinate System, Central Zone, NAD83 (HARN), derived by GPS observation.

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 6th day of December, 2013.

STATE OF TEXAS
REGISTERED
JERRY FULTS
1999
PROFESSIONAL
LAND SURVEYOR

Jerry Fults
Registered Professional Land Surveyor
No. 1999 State of Texas

ELECTRONICALLY RECORDED 2018004639

TRV 40 PGS

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

WILDHORSE

COMMUNITY MANUAL

Travis County, Texas

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of the WildHorse Master Community, Inc., a Texas non-profit corporation (the "**Association**"), and that this is a true and correct copy of the current Community Manual of the Association adopted by the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 5th day of ~~December, 2017~~. January, 2018

Secretary 1/5/2018
Peter A. Dwyer, Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me of this 5 day of January 2018 ~~December, 2017~~, by Peter A. Dwyer, the Secretary of the WildHorse Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

[SEAL]

SHIRRA HANNA
Notary Public, State of Texas
Comm. Expires 06-30-2019
Notary ID 124560509

Shirra Hanna
Notary Public Signature

Cross-reference to Master Covenant for WildHorse recorded under Document No. 2018004152, Official Public Records of Travis County, Texas, as amended.

In the event of a conflict between the terms and provisions of the Documents (as defined in the Covenant) or any policies adopted by the Board prior to the effective date of this instrument, the terms and provisions of this instrument shall control.

WILDHORSE

COMMUNITY MANUAL

TABLE OF CONTENTS

ATTACHMENT 1

CERTIFICATE OF FORMATION

[attached]

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

WildHorse Master Community, Inc.
File Number: 802792163

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 08/15/2017

Effective: 08/15/2017

Rolando B. Pablos
Secretary of State

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $25

Certificate of Formation
Nonprofit Corporation

Filed in the Office of the Secretary of State of Texas
Filing #: 802792163 08/15/2017
Document #: 756967230002
Image Generated Electronically for Web Filing

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

WildHorse Master Community, Inc.

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Pete Dwyer

C. The business address of the registered agent and the registered office address is:

Street Address:
9900 Highway 290 E Manor TX 78653

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

☐ A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

☑ B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Pete Dwyer** Title: **Director**

Address: **9900 Highway 290 E Manor TX, USA 78653**

Director 2: **Bill Peruzzi** Title: **Director**

Address: **401 City Avenue, Suite 812 Bala Cynwyd PA, USA 19004**

Director 3: **John Gianguilio** Title: **Director**

Address: **401 City Avenue, Suite 812 Bala Cynwyd PA, USA 19004**

Director 4: **Danny Burnett** Title: **Director**

Address: **9900 Highway 290 E Manor TX, USA 78653**

Article 4 - Organization Structure

☑ A. The corporation will have members.

or

☐ B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The Association is organized in accordance with, and shall operate for nonprofit

purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain WildHorse Master Covenant, to be recorded in the Official Public Records of Travis County, (as the same may be amended from time to time, the "Master Covenant"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

(a) to fix, levy, collect, and enforce payment by any lawful means all charges or assessments arising pursuant to the terms of the Master Covenant;

(b) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association's property; and

(c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Business Organizations Code may now, or later, have or exercise.

The above statement of purposes shall be construed as a statement of both purposes and powers. The purposes and powers stated in each of the clauses above shall not be limited or restricted by reference to, or inference from, the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers.

Supplemental Provisions / Information

ARTICLE 6 - MEMBERSHIP

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Master Covenant. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

ARTICLE 7 - VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Master Covenant. No owner, other than the Declarant under the Master Covenant, shall be entitled to vote at any meeting of the Association until such owner has presented to the Association evidence of ownership of a qualifying property interest in the Property. The vote of each owner may be cast by such owner or by proxy given to such owner's duly authorized representative.

ARTICLE 8 - LIMITATION OF DIRECTOR LIABILITY

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

ARTICLE 9 - INDEMNIFICATION

Each person who acts as a director or officer of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

ARTICLE 10 - DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Master Covenant. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE 11 - ACTION WITHOUT MEETING

To the fullest extent permitted by applicable law, any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Master Covenant or this Certificate of Formation.

ARTICLE 12 - AMENDMENT

Amendment of this Certificate of Formation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of two-thirds (2/3) of the total number of votes of the Association. In the case of any conflict between the Master Covenant and this Certificate of Formation, the Master Covenant shall control; and in the case of any conflict between this Certificate

of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

Kevin M. Flahive **100 Congress Avenue, Suite 1300, Austin, TX 78701**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Kevin M. Flahive
Signature of organizer.

FILING OFFICE COPY

ATTACHMENT 2

BYLAWS

BYLAWS
OF
WILDHORSE MASTER COMMUNITY, INC.

ARTICLE I
INTRODUCTION

The name of the corporation is WildHorse Master Community, Inc., hereinafter referred to as the "**Association.**" The principal office of the Association shall be located initially in Travis County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas as may be designated by the Board of Directors as provided in these Bylaws.

The Association is organized to be a nonprofit corporation.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by Declarant's reservations in that certain WildHorse Master Covenant, recorded in the Official Public Records of Travis County, Texas, including the number, qualification, appointment, removal, and replacement of Directors.

ARTICLE II
DEFINITIONS

Capitalized terms used but not defined in these Bylaws shall have the meaning subscribed to such terms in the Covenant.

ARTICLE III
MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 3.1. Membership. Each Owner of a Lot or Condominium Unit is a mandatory Member of the Association, as more fully set forth in the Covenant.

Section 3.2. Place of Meetings. Meetings of the Association shall be held where designated by the Board, either within the Development or as convenient as possible and practical.

Section 3.3. Annual Meetings. There shall be an annual meeting of the Members of the Association for the purposes of Association-wide elections or votes and for such other Association business at such reasonable place, date and time as set by the Board.

Section 3.4. Special Meetings. Special meetings of Members or Neighborhood Delegates may be called in accordance with Section 22.155 of the Texas Business Organizations Code or any successor statute.

Section 3.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members or Neighborhood Delegates shall be delivered, either personally or by mail, to each Member or Neighborhood Delegate entitled to vote at such meeting or by publication in a newspaper of general circulation, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member or Neighborhood Delegate at his address as it appears on the records of the Association, with postage prepaid.

Section 3.6. Waiver of Notice. Waiver of notice of a meeting of the Members or Neighborhood Delegates shall be deemed the equivalent of proper notice. Any Member or Neighborhood Delegate may, in writing, waive notice of any meeting of the Members or Neighborhood Delegates, either before or after such meeting. Attendance at a meeting by a Member or Neighborhood Delegate shall be deemed waiver by such Member or Neighborhood Delegate of notice of the time, date, and place thereof, unless such Member or Neighborhood Delegate specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Member or Neighborhood Delegate shall be deemed waiver of notice of all business transacted at such meeting unless an objection by a Member or Neighborhood Delegate on the basis of lack of proper notice is raised before the business is put to a vote.

Section 3.7. Quorum. Except as provided in these Bylaws or in the Covenant, the presence of the Members or Neighborhood Delegates representing ten (10%) of the total votes in the Association shall constitute a quorum at all Association meetings.

Section 3.8. Conduct of Meetings. The President or any other person appointed by the Board shall preside over all Association meetings, and the Secretary, or the Secretary's designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 3.9. Voting. The voting rights of the Members and Neighborhood Delegates shall be as set forth in the Covenant, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in the Covenant, action may be taken at any legally convened meeting of the Members or Neighborhood Delegates upon the affirmative vote of the Members or Neighborhood Delegates having a Majority of the total votes present at such meeting in person or proxy or by absentee ballot or electronic ballot, if such votes are considered present at the meeting as further set forth herein. The person holding legal title to a Lot or Condominium Unit shall be entitled to cast the vote allocated to such Lot or Condominium Unit and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial Owner thereof in writing. Other than representative voting by Neighborhood Delegates, any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Owner is void.

Section 3.10. Methods of Voting; In Person; Proxies; Absentee Ballots; Electronically. Notwithstanding anything to the contrary in the Documents, Neighborhood Delegates may not vote by proxy but only in person or through their designated alternates; provided, any Neighborhood Delegate who is only entitled to cast the vote(s) for his own Lot(s) or Condominium Unit(s) pursuant to *Section 3.05*

of the Covenant may cast such vote as provided herein until such time as the Board first calls for election of a Neighborhood Delegate to represent the Neighborhood where the Lot or Condominium Unit is located. On any matter as to which a Member is entitled individually to cast the vote for his Lot or Condominium Unit such vote may be cast or given: (a) in person or by proxy at a meeting of the Association or Neighborhood; (b) by absentee ballot; or (c) by electronic ballot. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the member. Electronic votes constitute written and signed ballots. In an Association-wide election, written and signed ballots are not required for uncontested races. Votes shall be cast as provided in this section:

(a) Proxies. Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Texas law relating to the use of general proxies and subject to any specific provision to the contrary in the Covenant or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot or Condominium Unit for which it was given.

(b) Absentee and Electronic Ballots. An absentee or electronic ballot: (i) may be counted as a Neighborhood Delegate or Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (ii) may not be counted, even if properly delivered, if the Neighborhood Delegate or Member attends any meeting to vote in person, so that any vote cast at a meeting by a Neighborhood Delegate or Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (iii) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

(i) *Absentee Ballots.* No absentee ballot shall be valid unless it is in writing, signed by the Neighborhood Delegate or Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Absentee ballots shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall an absentee ballot be valid after the specific meeting or lawful adjournment of such meeting at which such ballot is counted or upon conveyance of the Lot or Condominium Unit which it was given. Any solicitation for votes by absentee ballot must include:

a. an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;

b. instructions for delivery of the completed absentee ballot, including the delivery location; and

c. the following language: ***"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the***

final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

(ii) *Electronic Ballots.* "Electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of the Neighborhood Delegate or Member submitting the ballot can be confirmed; and (c) for which the Neighborhood Delegate or Member may receive a receipt of the electronic transmission and receipt of the Neighborhood Delegate or Member's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Neighborhood Delegate or Member that contains instructions on obtaining access to the posting on the website.

Section 3.11. Tabulation of and Access to Ballots. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote except such person may be given access to the ballots cast in the election or vote as part of a recount process. A person tabulating votes in an Association election or vote may not disclose to any other person how an individual voted.

Section 3.12. Recount of Votes. Any Member may, not later than the fifteenth (15th) day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either: (a) by certified mail, return receipt requested, or by delivery by the U.S. Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (b) in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The Member requesting the recount will be required to pay, in advance, expenses associated with the recount as estimated by the Association. Any recount must be performed on or before the thirtieth (30th) day after the date of receipt of a request and payment for a recount is submitted to the Association for a vote tabulator as set forth below.

(a) Vote Tabulator. At the expense of the Member requesting the recount, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who: (i) is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity; and (ii) is either a person agreed on by the Association and any person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.

(b) Reimbursement for Recount Expenses. If the recount changes the results of the election, the Association shall reimburse the requesting Member for the cost of the recount to the extent such costs were previously paid by the Member to the Association. The Association shall provide the results of the recount to each Member who requested the recount.

(c) Board Action. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

Section 3.13. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members or Neighborhood Delegates may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Members or Neighborhood Delegates holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members or Neighborhood Delegates entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated, and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members or Neighborhood Delegates at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members or Neighborhood Delegates entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate. The initial Directors shall serve until their successors are elected and qualified.

(b) In accordance with *Section 3.04* of the Covenant, i.e., no later than the 10th anniversary of the date the Covenant is Recorded or sooner as determined by Declarant, the Board must hold a meeting of the Members of the Association for the purpose of electing one-third (1/3) of the Board (the "**Initial Member Election Meeting**") where the Members or Neighborhood Delegates, as applicable, will elect one (1) Director, for a one (1) year term ("**Initial Member Elected Director**"). Declarant will continue to appoint and remove two-thirds (2/3) of the Board after the Initial Member Election Meeting until expiration or termination of the Development Period. Notwithstanding the foregoing, the Initial Member Elected Director's term will expire as of the date of the Member Election Meeting (as defined below).

(c) At the expiration or termination of the Development Period, Declarant will thereupon call a meeting of the Members of the Association where Declarant appointed Directors will resign and the Members or Neighborhood Delegates, as applicable, will elect three (3) new directors (to replace all Declarant appointed Directors and the Initial Member Elected Director) (the "**Member Election Meeting**"), one (1) Director for a three (3) year term, one (1) Director for a two (2) year term, and one (1) Director for a one (1) year term (with the individual receiving the highest number of votes to serve the three (3) year term, the individual receiving the next highest number of votes to serve the two (2) year term, and the individual receiving the third highest number of votes to serve a one (1) year term). Upon expiration of the term of a Director elected by the Members or Neighborhood Delegates pursuant to this Section 4.1(c), his or her successor will be elected for a term of two (2) years.

(d) A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

(e) Each Director, other than Directors appointed by Declarant, shall be a Member and resident, or in the case of corporate partnership or other entity ownership of a Lot or Condominium Unit, a duly authorized agent or representative of the corporate partnership or other entity Owner. The corporate partnership or other entity Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors.

Section 4.2. Compensation. The Directors shall serve without compensation for such service.

Section 4.3. Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection in a writing addressed to the Board of Directors.

Section 4.4. Vacancies on Board of Directors. At such time as Declarant's right to appoint and remove Directors has expired or been terminated, if the office of any elected Director shall become vacant by reason of death, resignation, or disability, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws. Except with respect to Directors appointed by Declarant, any Board Member whose term has expired or who has been removed from the Board must be elected by the Members or the Neighborhood Delegates, as applicable.

Section 4.5. Removal of Directors by Members. Subject to the right of Declarant to nominate and appoint Directors as set forth in Section 4.1 of these Bylaws, an elected Director may be removed, with or without cause, by the Members or Neighborhood Delegates, as applicable, which elected such Director.

Section 4.6. Eligibility for Board Membership. With the exception of Board member positions appointed by Declarant as permitted by the Covenant, the Association may not restrict an Owner's right to run for a position on the Board.

ARTICLE V
MEETINGS OF DIRECTORS

Section 5.1. Definition of Board Meetings. A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

Section 5.2. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.3. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 5.4. Quorum. A Majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.5. Open Board Meetings. All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes. The oral summary must include a general explanation of expenditures approved in executive session.

Section 5.6. Location. Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which the Development is located or in a county adjacent to that county, as determined in the discretion of the Board.

Section 5.7. Record; Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

Section 5.8. Notices. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each Member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located on the Association's common area or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is the Member's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

Section 5.9. Meeting without Prior Notice. The Board may meet by any method of communication, including electronic and telephonic, without prior notice to the Members if each Board member may hear and be heard, and may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to the Members pursuant to Section 5.8 above consider or vote on: (a) fines; (b) damage assessments; (c) initiation of foreclosure actions; (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control approval; or (h) a suspension of a right of a particular Owner before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue.

Section 5.10. Telephone and Electronic Meetings. Any action permitted to be taken by the Board without prior notice to Owners may be taken by telephone or electronic methods by means of which all persons participating in the meeting can hear each other. Participation in such a meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 5.11. Consent in Writing. Any action permitted to be taken by the Board by unanimous written consent occurs if all Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote of the Directors.

Section 5.12. Development Period. The provisions of this *Article V* do not apply to Board meetings during the Development Period (as defined in the Covenant) during which period the Board may take action by unanimous written consent in lieu of a meeting, except with respect to: (a) adopting or amending the Documents; (b) increasing the amount of regular assessments of the Association or adopting or increasing a special assessment; (c) electing non-developer Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD

Section 6.1. Powers. The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Covenant:

(a) adopt and publish the Rules,;

(b) suspend the right of a Member to use of the Common Area during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Rules by such Member exists;

(c) exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Documents;

(d) to enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Development;

(e) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(f) employ such employees as they deem necessary, and to prescribe their duties;

(g) as more fully provided in the Covenant, to:

(1) fix the amount of the Assessments against each Lot and/or Condominium Unit in advance of each annual assessment period and any other assessments provided by the Covenant; and

(2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(i) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(j) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(k) exercise such other and further powers or duties as provided in the Covenant or by law.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Offices. The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 7.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

Section 7.8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President, if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Assistant Secretaries. Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

Section 7.9. Duties. Except when the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, including without limitation checks from the Association's bank account. In the absence of

Board designation, and unless otherwise provided herein, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE VIII
OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a Majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

ARTICLE IX
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Documents shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X
ASSESSMENTS

As more fully provided in the Covenant, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Covenant.

ARTICLE XI
CORPORATE SEAL

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

ARTICLE XII
AMENDMENTS

Section 12.1. These Bylaws may be amended by: (i) Declarant until expiration or termination of the Development Period; or (ii) a Majority vote of the Board of Directors with the advance written consent of Declarant until expiration or termination of the Development Period.

Section 12.2. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Covenant and these Bylaws, the Covenant shall control.

ARTICLE XIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every Director and Officer and committee member of the Association against, and reimburse and advance to every Director and Officer for, all liabilities, costs and

expenses' incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Business Organizations Code and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director or Officer shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such Director or Officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such Director or Officer is expressly provided for by statute.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ATTACHMENT 3

WILDHORSE MASTER COMMUNITY, INC.
FINE AND ENFORCEMENT POLICY

1. Background. WildHorse community is subject to that certain WildHorse Master Covenant recorded under Document No. 2018004152, Official Public Records of Travis County, Texas, as amended ("**Covenant**"). In accordance with the Covenant, the WildHorse Master Community, Inc., a Texas non-profit corporation (the "**Association**") was created to administer the terms and provisions of the Covenant. Unless the Covenant or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, as each may be amended from time to time, and any rules and regulations promulgated by the Association pursuant to the Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Covenant and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Documents.

   The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

   Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Documents.

2. Policy. The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.

3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Documents by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

A

5. Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice and an opportunity to be heard. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured; (6) the amount of the fine; (7) a statement that not later than the thirtieth (30th) day after the date of the violation notice, the Owner may request a hearing before the Board to contest the violation; and (8) the date the fine attaches or begins accruing, subject to the following:

   a. New Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the notice will state a specific timeframe by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in the levy of a fine.

   b. Repeat Violation. In the case of a repeat of the same or similar violation of which the Owner was previously notified and the violation was cured within the preceding six (6) month time period, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure the same or similar violation but the violation has occurred again, the fine attaches from the date of the expiration of the cure period in the violation notice.

   c. Continuous Violation. If an Owner has been notified of either a new violation or a repeat violation in the manner and for the fine amounts as set forth in the Schedule of Fines below and the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board. The fine shall begin accruing upon the expiration of the cure period in the violation notice informing the Owner of the Board's decision and amount of fine and the Owner's failure and/or refusal to cure as requested.

6. Violation Hearing. An Owner may request in writing a hearing before the Board to contest the fine. To request a hearing before the Board, the Owner must submit a written request to the Association's manager (or the Board if there is no manager) within thirty (30) days after the date of the violation notice. Within fifteen (15) days after the Owner's request for a hearing, the Association will give the Owner at least fifteen (15) days' advance notice of the date, time, and place of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person, or may be represented by another person or written communication. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any,

imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Levy of Fine. Within thirty (30) days after levying the fine, the Board must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the Owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the Owner periodic written notices of an accruing fine or the application of an Owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.

8. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.

9. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records. The notice may be published and distributed in an Association newsletter or other community-wide publication.

Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Documents. The Board may elect to purse such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES:

New Violation:	Fine Amount:
1st Notice	**Warning**
2nd Notice	**$25.00**
3rd Notice	**$50.00**
4th Notice	**$100.00**
Each Subsequent Notice:	**$125.00**

Repeat Violation:

1st Notice	**$50.00**
2nd Notice	**$75.00**
3rd Notice	**$100.00**
4th Notice	**$125.00**
Each Subsequent Notice:	**$150.00**

Continuous Violation:

Final Notice	Amount TBD

EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer. The Board has convened for the purpose of hearing an appeal by_____ from the penalties imposed by the Association for violation of the Documents.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for the appealing party to discuss, verify facts, and resolve the matter at issue. The Board would like to resolve the dispute at this hearing. However, the Board may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer. This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by the appealing party be held until completion of the presentation by the Association's representative.

[Presentations]

III. Discussion:

Hearing Officer. This portion of the hearing is to permit the Board and the Owner to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution:

Hearing Officer. This portion of the hearing is to permit discussion between the Board and the appealing party regarding the final terms of the settlement if a resolution was agreed upon during the discussion phase of the hearing.

If no settlement was agreed upon, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

ATTACHMENT 4

WILDHORSE MASTER COMMUNITY, INC.
ASSESSMENT COLLECTION POLICY

WildHorse is a community (the "**Community**") created by and subject to the WildHorse Master Covenant recorded under Document No. 2018004152, Official Public Records of Travis County, Texas, and any amendments or supplements thereto ("**Covenant**"). The operation of the Community is vested in WildHorse Master Community, Inc. (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, and rules and regulations promulgated by the Association pursuant to the Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Covenant.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Documents. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Covenant.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.

1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of $25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

1-E. Insufficient Funds. The Association may levy a charge of $25 for any check returned to the Association marked "not sufficient funds" or the equivalent.

1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a Majority of the Board.

Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent assessments

(2) Current assessments

(3) Attorney fees and costs associated with delinquent assessments

(4) Other attorney's fees

(5) Fines

(6) Any other amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of

delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-E. Notice of Payment. If the Association receives full payment of the delinquency after Recording a notice of lien, the Association will cause a release of notice of lien to be publicly Recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and Recording the release.

3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

Section 5. COLLECTION PROCEDURES

5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's Manager, an attorney, or a debt collector.

5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.

5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.

5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.

5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney

will provide the following notices and take the following actions unless otherwise directed by the Board:

(1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association), then

(2) Lien Notice: Preparation of the Lien Notice and Demand for Payment Letter and record a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then

(3) Final Notice: Preparation of the Final Notice and Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within 30 days, then

(4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded. In that event, a copy of the notice will be sent to the defaulting Owner and may also be sent to the Owner's mortgagee.

5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

Section 6. GENERAL PROVISIONS

6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, Manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Documents and the laws of the State of Texas.

6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6-D. Notices. Unless the Documents, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

ATTACHMENT 5

WILDHORSE MASTER COMMUNITY, INC.
RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain WildHorse Master Covenant recorded under Document No. 2018004152, Official Public Records of Travis County, Texas, as amended.

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant.

1. **Written Form.** The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. **Request in Writing; Pay Estimated Costs In Advance.** An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. **Period of Inspection.** Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) days along with either: (i) another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) a notice that after a diligent search, the requested records are missing and can not be located.

4. **Records Retention.** The Association shall keep the following records for at least the time periods stated below:

a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Covenant, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto recorded in the property records to be effective against any Owner and/or Member of the Association.

b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.

c. **FIVE (5) YEARS:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association, and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.

d. **SEVEN (7) YEARS:** Minutes of all meetings of the Board and the Owners.

e. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.

f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2012, and the retention period is five (5) years, the retention period begins on December 31, 2012 and ends on December 31, 2017. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. **Confidential Records**. As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. **Attorney Files**. Attorney's files and records relating to the Association (excluding invoices requested by a Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

7. **Presence of Board Member or Manager; No Removal.** At the discretion of the Board or the Association's Manager, certain records may only be inspected in the presence of a Board member or employee of the Association's Manager. No original records may be removed from the office without the express written consent of the Board.

TEXAS ADMINISTRATIVE CODE
TITLE 1, PART 3, CHAPTER 70
RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--$1.00;

(B) Magnetic tape--actual cost;

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--$1.00;

(F) Non-rewritable CD (CD-R)--$1.00;

(G) Digital video disc (DVD)--$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$2.50;

(K) Audio cassette--$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is $28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is $15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00; or Programming labor charge, $28.50 x .20 = $5.70. If a request requires one hour of labor charge for locating, compiling, and reproducing information ($15.00 per hour); and one hour of programming labor charge ($28.50 per hour), the combined overhead would be: $15.00 + $28.50 = $43.50 x .20 = $8.70.

(B)

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is $.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--$10 per CPU minute; Midsize--$1.50 per CPU minute; Client/Server--$2.20 per clock hour; PC or LAN--$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU

clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $10 / 3 = $3.33; or $10 / 60 x 20 = $3.33.

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

Source Note: The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614

ATTACHMENT 6

WILDHORSE MASTER COMMUNITY, INC.
STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain WildHorse Master Covenant recorded under Document No. 2018004152, Official Public Records of Travis County, Texas, as amended (the "Covenant").

1. **Dedicatory Instruments.** As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the covenant or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The term "dedicatory instrument" is referred to in this notice and the Covenant as the "Documents."

2. **Recordation of All Documents.** The Association shall file all of the Documents in the real property records of each county in which the property to which the Documents relate is located. Any dedicatory instrument comprising one of the Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. **Online Posting of Documents.** The Association shall make all of the Documents relating to the Association or Development available on a website if the Association, or a management company on behalf of the Association, maintains a publicly accessible website.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
January 10 2018 11:23 AM
FEE: $ 182.00 **2018004639**

ELECTRONICALLY RECORDED 2018004640

TRV 31 PGS

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

WILDHORSE

RESIDENTIAL DESIGN GUIDELINES

Travis County, Texas

Adopted:

TITAN TEXAS DEVELOPMENT, LLC,
a Delaware limited liability company,
doing business as HOM Titan Development, LLC

By: _____
William A. Peruzzi, Manager

THE STATE OF PENNSYLVANIA §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this 7th day of November, 2017, by William A. Peruzzi, Manager of Titan Texas Development, LLC, a Delaware limited liability company, doing business as HOM Titan Development, LLC, on behalf of said limited liability company.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Amy M. Smith, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Oct. 21, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(seal) _____
Notary Public, State of Pennsylvania #1194044

Adopted by Titan Texas Development, LLC in accordance with the WildHorse Master Covenant, recorded as Document No. 2018004152, Official Public Records of Travis County, Texas (the "Covenant"). In accordance with Section 6.04(b) of the Covenant, these Residential Design Guidelines may be amended from time to time by the WildHorse Reviewer (as defined in the Covenant).

Introduction

Any notice or information required to be submitted to WildHorse Reviewer under these Residential Design Guidelines will be submitted to the WildHorse Reviewer, at 9900 Highway 290 East, Manor, Texas 78653, Attn: Peter A. Dwyer, Phone: (512) 327-7415, Fax: (512) 327-5819.

Background

WildHorse is a master planned community located in Travis County, Texas, which is or shall be made subject to the terms and provisions of the WildHorse Master Covenant, recorded in the Official Public Records of Travis County, Texas (the "**Covenant**"), and a Development Area Declaration for each particular Development Area (the "**Development Area Declaration**") upon the recording of one or more Notices of Applicability in accordance with *Section 9.05* of the Covenant. The Covenant and each Development Area Declaration includes provisions governing the construction of improvements and standards of maintenance, use and conduct for the preservation of the WildHorse community.

WildHorse Reviewer and Review Authority

Article 6 of the Covenant includes procedures and criteria for the construction of improvements within WildHorse community. Section 3.01 of the Development Area Declaration provides that any and all Improvements must be erected, placed, constructed, painted, altered, modified or remodeled in strict compliance with the requirements of the Design Guidelines, and Section 6.03 of the Covenant and Section 3.01 of the Development Area Declaration provide that no Improvements may be constructed without the prior written approval of the WildHorse Reviewer.

The WildHorse Reviewer consists of members who have been appointed by Titan Texas Development, LLC, a Delaware limited liability company, doing business as HOM Titan Development, LLC ("**Declarant**"). As provided in Article 6 of the Covenant, Declarant has a substantial interest in ensuring that Improvements within the WildHorse development maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the community, and as a consequence thereof, the WildHorse Reviewer acts solely in Declarant's interest and shall owe no duty to any other Owner or the WildHorse Master Community, Inc. (the "**Association**").

Unless alternate Design Guidelines are adopted for additional Development Areas, these Residential Design Guidelines will apply to each Development Area made subject to the Covenant. These Residential Design Guidelines will apply only to Lots within a Development Area which will be used for residential purposes. Supplements to these Residential Design Guidelines may be adopted for specific Development Areas. Each supplement shall be in addition to the terms and provisions of these Residential Design Guidelines.

Governmental Requirements

Governmental ordinances and regulations are applicable to all Lots within WildHorse, including, but not limited to, federal, state, county, and local requirements, universal building codes, if adopted, as well as: (1) those certain obligations and requirements set forth in that certain Ordinance No. 020214-28, adopted on February 14, 2002 by the City Council of the City of Austin (the "**City**"), as the same may be amended and modified from time to time (the "**PUD Ordinance**"); and (2) those certain rules, regulations and requirements of the WildHorse Public Improvement District or any other public improvement district created or to be created which govern all or a portion of WildHorse (the "**PID**").

It is the responsibility of each Owner to obtain all necessary permits and inspections and to comply with all Applicable Law (as further defined in the Covenant). Compliance with these Residential Design Guidelines is not a substitute for compliance with the PUD Ordinance, other applicable ordinances and regulations, other requirements set forth in the Documents, or as may be further required by the City or the PID. Please be advised that these Residential Design Guidelines do not list or describe each requirement which may be applicable to a Lot within WildHorse. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans to the WildHorse Reviewer for approval. Furthermore, approval by the WildHorse Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot. Certain encumbrances may benefit parties whose interests are not addressed by the WildHorse Reviewer.

The WildHorse Reviewer shall bear no responsibility for ensuring plans submitted to the WildHorse Reviewer comply with Applicable Law. It is the responsibility of the Owner to secure any required governmental approvals prior to construction on such Owner's Lot.

Interpretation

In the event of any conflict between these Residential Design Guidelines, the Covenant or the Development Area Declaration, the Covenant and Development Area Declaration shall control (in that order). Capitalized terms used in these Residential Design Guidelines and not otherwise defined in this document shall have the same meaning as set forth in the Covenant.

Amendments

During the Development Period, Declarant, acting alone, may amend these Residential Design Guidelines. Thereafter, the WildHorse Reviewer, acting alone, may amend these Residential Design Guidelines. All amendments shall become effective upon recordation in the Official Public Records of Travis County, Texas. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that they have the most current edition of the Design Guidelines and every amendment thereto.

Architectural Review Process

Objective

The objective of the review process is to promote aesthetic harmony in the community by providing for compatibility of specific designs with surrounding buildings, the environment and the topography. The review process strives to maintain objectivity and sensitivity to the individual aspects of design.

Submittals

Requests for approval of proposed construction, landscaping, or exterior modifications must be made by submitting the information and materials outlined in the Plan Review Process, set forth herein.

Timing

The WildHorse Reviewer will attempt to review all applications and submittals within thirty (30) days. Please allow at least thirty (30) days prior to installation or construction for the WildHorse Reviewer to review the related applications. Please be advised that in the event that any plans and specifications are submitted to the WildHorse Reviewer and the WildHorse Reviewer fails to either approve or reject such plans and specifications for a period of thirty (30) days following such submission, the plans and specifications will be deemed disapproved.

Responsibility for Compliance

An applicant is responsible for ensuring that all of the applicant's representatives, including the applicant's architect, engineer, contractors, subcontractors, and their agents and employees, are aware of these Residential Design Guidelines and all requirements imposed by the WildHorse Reviewer as a condition of approval.

Inspection

Upon completion of all approved work, the Owner must notify the WildHorse Reviewer. The WildHorse Reviewer may, but shall in no event be obligated to, inspect the work at any time to verify conformance with the approved submittals.

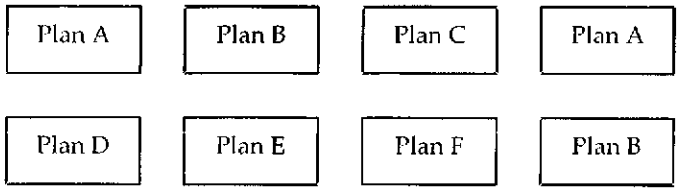
Architectural and Aesthetic Standards

Plan Repetition

The WildHorse Reviewer may, in its sole and absolute discretion, deny a plan or elevation proposed for a particular Lot if a substantially similar plan or elevation exists on a Lot in close proximity to the Lot on which the plan or elevation is proposed. The WildHorse Reviewer may adopt additional requirements concerning substantially similar plans or elevations constructed in proximity to each other.

For Example:

- *Plan can be repeated every third Lot (example: Plan A, Plan B, Plan C, and Plan A).*



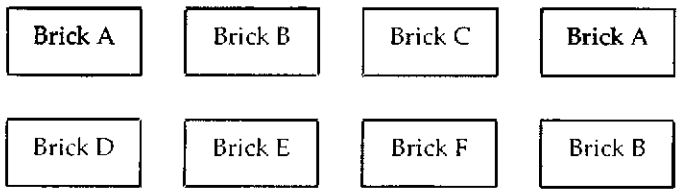
- *Across the Street: Same plan cannot be placed on a Lot across the street or diagonal from any other plan (example above: Plan B).*

Brick Color and Masonry Stone Repetition

The WildHorse Reviewer may, in its sole and absolute discretion, deny proposed brick or masonry for a particular Lot if substantially similar brick or masonry exists on a Lot in close proximity to the Lot on which the brick or masonry is proposed. The WildHorse Reviewer may adopt additional requirements concerning substantially similar brick or masonry constructed in proximity to each other.

For Example:

- *Similar brick or masonry can be repeated every third Lot (example: Plan A, Plan B, Plan C, and Plan A).*



- *Across the Street: Same brick or masonry cannot be placed on a Lot across the street or diagonal from any other brick or masonry (example above: Brick B).*

Building Materials

See applicable Development Area Declaration

Masonry Requirements

See applicable Development Area Declaration

Aesthetic Appeal

The WildHorse Reviewer may disapprove the construction or design of a home on purely aesthetic grounds. Any prior decisions of the WildHorse Reviewer regarding matters of design or aesthetics shall not be deemed to have set a precedent if the WildHorse Reviewer feels that the repetition of such actions would have any adverse effect on the community.

On Lots greater than 60 feet wide, as determined by the WildHorse Reviewer, the house plan width must be no smaller than 65% of the width of the Lot, unless otherwise approved in advance by the WildHorse Reviewer.

Siting/Setbacks

Unless more restrictive setbacks are shown on the Plat or required by the City pursuant to the PUD Ordinance or otherwise, the following setbacks shall apply to each Lot other than a corner Lot, unless otherwise approved in advance by the WildHorse Reviewer:

- Front Lot line: 25 feet
- Rear Lot line: 10 feet
- Side Lot line: 5 feet

Unless more restrictive setbacks are shown on the Plat or required by the City pursuant to the PUD Ordinance or otherwise, the following setbacks shall apply to each corner Lot, unless otherwise approved in advance by the WildHorse Reviewer:

- Front Lot line: 25 feet
- Rear Lot line: 10 feet
- Side Lot line: Side of Lot adjacent to, or facing the street: 15 feet
- Side Lot line: Side of Lot adjacent to, or facing any other Lot: 5 feet
- Corner lots that share a common side line with a landscape easement on the street side of the lot are only required to have a 5 foot setback from the landscape easement.

In the event of a dispute as to whether a Lot is considered a corner Lot hereunder, the determination of the WildHorse Reviewer shall be final and conclusive.

The WildHorse Reviewer must approve the encroachment of any flatwork, *i.e.* driveway, porch, etc. over the side building setbacks.

The WildHorse Reviewer reserves the right to stipulate additional building or Improvement setbacks attributable to any Lot. The WildHorse Reviewer further reserves the right to grant variances to the setbacks set forth herein in accordance with the Covenant, as determined in the sole and absolute discretion of the WildHorse Reviewer.

Temporary/Accessory Structures

Owners will generally be permitted to erect one (1) accessory structure on their Lot providing the accessory structure, such as a pool cabana, garden building, storage building, or home office is approved

in advance by the WildHorse Reviewer and otherwise complies with the applicable Development Area Declaration. In no event will the total square footage of any approved accessory structure be interpreted to reduce the minimum square footage requirements of the principal residential structure as set forth in the applicable Development Area Declaration or these Residential Design Guidelines.

Unless otherwise approved in advance and in writing by the WildHorse Reviewer, an accessory structure: (i) may not exceed eight feet (8') in height as measured from the finished grade of the Lot to the highest portion of the accessory structure; (ii) may be no greater than eight feet by eight feet (8' x 8') as measured by the dimensions of the foundation of the accessory structure; (iii) the exterior of the outbuilding must be constructed of wood or masonry; (iv) may not be constructed of metal or plastic; (v) must utilize roof materials that match the roof materials incorporated into the principal residential structure constructed on the Lot; (vi) have a pitched roof of the same pitch the principal residential structure constructed on the Lot; (vii) the siding must be of at least the same quality/color as that used on the principal residential structure constructed on the Lot; (viii) the paint must match the color of the trim of the principal residential structure constructed on the Lot; (ix) the shingles must be either the same as on the principal residential structure constructed on the Lot or wood shake shingles; and (x) no accessory structure may be located nearer than five feet (5') to an interior lot line.

Temporary storage structures also known as "pods" are allowed with the prior written approval of the Association Management office provided that:

- Structure is located in the driveway of the Lot; and
- Structure is not placed on any Lot for more than seven (7) days

The WildHorse Reviewer shall be entitled to determine, in its sole and absolute discretion, whether a structure or shed on any Lot complies with the foregoing requirements relating to size, height, fence enclosure and construction materials. No accessory structure will be approved unless a principal residential structure has been constructed on the Lot or the accessory structure is being constructed at the same time as the principal residential structure. The WildHorse Reviewer may adopt additional requirements for any accessory structure on a case by case basis as a condition to approval.

Prohibited Elements

The following architectural elements are prohibited within WildHorse unless expressly approved in writing by the WildHorse Reviewer:

Roofs

- Excessively pitched roofs.
- Mansard, gambrel or chalet roofs.
- Flat roofs (less than 3:12).
- Non-dimensional or three tab composition shingles.
- Roofs that are too steep or too shallow for the style of the home.
- Shed roofs except as incidental to the main roof.

Design Elements

- Stove-pipe chimneys, unnecessarily prominent chimneys and other roof penetrations.
- Skylights facing the street.
- White or bubble skylights.
- Mirrored glass.

Materials and Colors

- Wood siding (wood siding accents may be permitted if approved by the WildHorse Reviewer).
- Cultured stone.
- Glossy metal and/or reflective materials or bright colors.
- Natural or silver Galvalume.

Window Coverings

- Foil in any window of the home.
- Non-permanent window coverings such as butcher paper, sheets, blankets, newspaper, etc.
- Temporary coverings may, however, be allowed for a period not to exceed 90 days following the date of closing.

Building Height

Proposed building height must be compatible with adjacent structures and be compatible with existing or anticipated structure heights on Lots located above or below the Lot in which the proposed residence will be constructed and must be approved in writing by the WildHorse Reviewer, prior to commencement of construction. Unless otherwise approved in advance by the WildHorse Reviewer, no building or residential structure may exceed thirty five feet (35') in height as measured from the finished grade of the Lot to the highest portion of the proposed Improvement. In addition, the height of any eave on any structure may not exceed thirty-four feet (34') above the natural grade (as measured from the center point of the home finished floor elevation) at any point on the exterior wall of the residence.

Views are neither guaranteed, preserved, nor protected within WildHorse.

Room Additions

Any room additions must be approved in writing by the WildHorse Reviewer.

Additions to the home may be considered if they meet the following:

- No garage can be permanently enclosed for habitation unless approved in advance by the WildHorse Reviewer.
- All materials used match those of the home, including siding, brick, windows, and paint color, shingles, etc.
- Sunrooms will be considered.
- Screened Porches will be considered on a case by case basis and must meet the following minimum acceptable standards:

- The porch and related improvements must be compatible with the architectural elements of the existing house. Paint colors and materials must match those of the principal residential structure.
- Design should reflect consideration for any adverse impact of neighboring properties.
- Screened porches shall be located in back yard only. The screened porch shall not encroach on any easement or building line.
- Screened porch shall be attached to the principal residential structure.
- Free standing screened porches are not permitted.
- Supplemental landscaping may be required as part of the WildHorse Reviewer review.
- Roof of screened porch shall be solid decking shingled to match the principal residential structure.

Square Footage

The minimum and maximum square footage for each residence is set forth in the applicable Development Area Declaration.

Greenbelt/Open Space Lots

"Greenbelt/Open Space Lots" shall refer to Lots/land that has not been developed, whether it is owned by Declarant, a Homebuilder, the Association or other property Owner and is not intended for use as a single family Lot. These areas are to be considered as private property and trespassing is prohibited. Lots Adjacent to Greenbelt/Open Space Lots must comply with all of the following requirements:

- The boundary between the Lot and the Greenbelt/Open Space Lots must be fenced in a manner approved in advance by the WildHorse Reviewer.
- The fence must be 6 feet in height and be built of "black powder coated" wrought iron or other decorative metal of a color and style specified by the WildHorse Reviewer.
- Gates will be permitted into a Greenbelt/Open Space Lot.
- Backyards must be fully sodded with at least two 3" caliper hardwood trees installed by the Owner.
- Sheds or outbuildings adjacent to Greenbelt/Open Space Lots will be considered on a case by case basis by the WildHorse Reviewer. No sheds or outbuildings shall be permitted on Lots adjacent to any roadway that back up to a greenbelt and have wrought iron fencing.
- At no time are Greenbelt/Open Space Lots to be used for ingress/egress or storage.
- Greenbelt/Open Space Lots should remain in their natural state. No removal or trimming of trees is permitted.

Non-compliance with the above requirements will result in an immediate fine as outlined in the Schedule of Fines included in these Residential Design Guidelines.

Roofs and Chimneys

The pitch, color and composition of all roof materials must be approved in writing by the WildHorse Reviewer. Roof vents and other penetrations shall be as unobtrusive as possible and must match the principal color of the roof unless approved in advance by the WildHorse Reviewer.

- Accepted Roof Pitch: The roof of the primary residence erected on a Lot and any sheds and outbuildings shall have a pitch of no less than 4:12, unless otherwise approved in advanced by the WildHorse Reviewer. The roof pitch of dormers, porches and other similar accessory structures attached to the primary residence shall be exempt from this requirement, but nonetheless subject to approval by the WildHorse Reviewer.

- Accepted Roof Materials: Except as otherwise approved by the WildHorse Reviewer, roofing materials shall be limited to thirty (30) year dimensional fiberglass shingles in a "weathered wood" color and shall be expressly approved by the WildHorse Reviewer.

- Chimneys: Chimney style must be appropriate for the style of the home and may be brick or other masonry matching with the same permitted colors and materials as permitted on the body of the house; provided, however, that any chimney located on the interior portion of the roof may also include cementitous materials solely or in addition to the brick or other masonry.

Driveways and Sidewalks

The design, construction materials, and location of: (i) all driveways and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved in advance by the WildHorse Reviewer.

All driveways shall be surfaced with brushed concrete (in some sections this may also be exposed aggregate and/or salt finish). Asphalt driveways are prohibited.

Aggregate driveways are prohibited. Each Lot is permitted only one driveway access from the street and driveways on corner lots abutting a cul-de-sac and another roadway must access off the cul-de-sac. Drives shall intersect the street at as close to 90 degrees as possible.

Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the curb and property line as wells as the driveway area between the property line and the garage.

If the driveway is raised significantly above finished grade (which will be determined by the WildHorse Reviewer is its sole and absolute discretion), the exposed sides of the driveway must be screened with landscaping approved in advance by the WildHorse Reviewer.

Where driveways conflict with Pedestrian Sidewalks (as defined below), curbs must be saw cut and handicap ramps installed. Handicap ramps must be constructed to comply with all Texas Department of Licensing and Regulation Architectural Barriers Texas Accessibility Standards ("**TDLR Accessibility Standards**") and Americans with Disabilities Act ("**ADA**") requirements.

Each Owner of a Lot must build or cause to be built on such Owner's Lot, in a location designated by the WildHorse Reviewer, a concrete sidewalk complying with the specifications set forth in the applicable plat, approved subdivision plans, the Documents, or any other requirement in conjunction with and at the time of construction of the residence constructed on such Lot. In constructing such sidewalk, each Owner shall be obligated to comply with Applicable Law, including any applicable requirements of the TDLR Accessibility Standards and the ADA. Sidewalks that run generally parallel with the street and are considered part of the overall community sidewalk or trail system are "**Pedestrian Sidewalks.**" Pedestrian Sidewalks must be constructed in accordance with the approved subdivision plans and shall

be surfaced with brushed concrete. The portion of sidewalk that may connect from the Pedestrian Sidewalk to the home is called the "**Lead Walk.**" Lead Walks may be surfaced with brushed concrete or other surfaces as may be approved by the WildHorse Reviewer. Sidewalks from the driveway to the residence shall have the same pattern and material as the driveway.

Arbors/Pergola/Patio Covers

All arbors, pergolas and patios covers shall be approved in advance of construction by the WildHorse Reviewer.

Arbors and patio covers must meet the following:

- Shall not exceed ten feet (10') in height.
- Be of cedar or a wood that is painted to match the principal residential structure constructed on the Lot. (All other materials will be reviewed on a case by case basis.)
- If roof is solid cover the shingles must match the principal residential structure constructed on the Lot.
- Lattice on the arbor will be considered on a case by case basis.
- Approved stain color is Behr Natural #501. Behr brand is not required, but color should match.

Decks

All decks shall be approved in advance of construction by the WildHorse Reviewer.

Backyard deck additions must be of cedar or a wood that is painted or stained to match the principal residential structure constructed on the Lot. (All other materials will be reviewed on a case by case basis.)

Exterior Lighting

Exterior lighting must be approved in advance by the WildHorse Reviewer. Exterior lighting will be kept to a minimum, but consistent with good security practices.

No exterior light whose direct source is visible from a street or neighboring property or which produces excessive glare to pedestrian or vehicular traffic will be allowed.

Exterior lighting should use cut off fixtures that promote dark sky principles. Exterior mounted lamp housings must shield lamp (maximum 75 watts) from view and direct light. Housing must be at least eight inches (8") long, extend at least three inches (3") beyond lamp, and have a maximum angle from the wall of the structure of thirty (30) degrees. Decorative or lantern fixtures shall have a maximum of forty-five (45) watts per fixture.

The number of exterior light fixtures for each house and the landscape may be limited in order to prevent excessive lighting. When the lighting is being installed on the site, a night time inspection and written approval may be required prior to final installation.

Use of other than white or color corrected high intensity lamps and exterior lights (except holiday lighting which may not be installed more than twenty-one (21) days before a holiday and must be

removed no more than fourteen (14) days after the holiday) will not be allowed. Sodium, mercury vapor, or bare HID yard lights are not allowed.

Exterior Holiday Decorations

Lights or decorations may be erected on the exterior of residential structure in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners. All lights and decorations must not be permanent fixtures of the home without prior written approval of the WildHorse Reviewer and shall be removed within thirty (30) days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 15.

Miscellaneous

HVAC Screening

Air conditioning compressors and pool equipment shall be enclosed by a structural screening element constructed of materials approved in advance by the WildHorse Reviewer.

Barbecue Grills

Freestanding barbecue grills are permitted only if they are stored and used in the rear yard space of the Lot that is not visible from the street.

Signage

The signage requirements are set forth in the applicable Development Area Declaration.

Address Markers and Mailboxes

Address markers must be readily visible from the street. The painting of addresses on the curb is not allowed. Centralized mailbox units will be provided in the community for mail pick-up and delivery.

Flags and Flagpoles

Approval Not Required. In accordance with the general guidelines set forth in this section, an Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the WildHorse Reviewer.

Approval Required. Approval by the WildHorse Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any residential Lot ("**Freestanding Flagpole**"). The WildHorse Reviewer is not responsible for: (i) errors in or omissions in the application submitted to the WildHorse Reviewer for approval; (ii) supervising installation or construction to confirm

compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

Approval Application. To obtain WildHorse Reviewer approval of any Freestanding Flagpole, the Owner shall provide the WildHorse Reviewer with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the "**Flagpole Application**"). A Flagpole Application may only be submitted by an Owner UNLESS the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Flagpole Application.

Approval Process. The decision of the WildHorse Reviewer will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Flagpole Application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to these guidelines when considering any such request.

Each Owner is advised that if the Flagpole Application is approved by the WildHorse Reviewer, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the WildHorse Reviewer may require the Owner to: (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of these guidelines and may subject the Owner to fines and penalties. Any requirement imposed by the WildHorse Reviewer to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner's sole cost and expense.

Installation. Display and Approval Conditions. Unless otherwise approved in advance and in writing by the WildHorse Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

- No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per residential Lot, on which only Permitted Flags may be displayed;
- Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;
- Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');
- With the exception of flags displayed on common area owned and/or maintained by the Association and any Lot which is being used for marketing purposes by a builder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the

flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

- The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;

- Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

- A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

- Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

- Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

Solar Energy Devices and Energy Efficient Roofing

Approval by the WildHorse Reviewer is required prior to installing a Solar Energy Device or Energy Efficient Roofing (as defined below). The WildHorse Reviewer is not responsible for: (i) errors in or omissions in the application submitted to the WildHorse Reviewer for approval; (ii) supervising the installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

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

An "**Energy Efficiency Roofing**" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

Solar Energy Device Procedures and Requirements:

During the Development Period under the terms and provisions of the Master Covenant, the WildHorse Reviewer need not adhere to the terms and provisions of these Solar Device guidelines and may approve, deny, or further restrict the installation of any Solar Device.

Approval Application. To obtain WildHorse Reviewer approval of a Solar Energy Device, the Owner shall provide the WildHorse Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, inducting the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application.

Approval Process. The decision of the WildHorse Reviewer will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. The WildHorse Reviewer will approve a Solar Energy Device if the Solar Application complies with the Approval Conditions Paragraph below **UNLESS** the WildHorse Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with the Approval Conditions Paragraph, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The WildHorse Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Notwithstanding the fore going provision, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with the Approval Conditions Paragraph. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to these guidelines when considering any such request.

Each Owner is advised that if the Solar Application is approved by the WildHorse Reviewer, installation of the Solar Energy Device must: (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the WildHorse Reviewer may require the Owner to: (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of these guidelines and may subject the Owner to fines and penalties. Any requirement imposed by the WildHorse Reviewer to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the Owner's sole cost and expense.

Approval Conditions. Unless otherwise approved in advance and in writing by the WildHorse Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

- The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the WildHorse Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the WildHorse Reviewer. If the Owner desires to contest the alternate location proposed by the WildHorse Reviewer, the Owner should submit information to the WildHorse Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. H the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

- If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or w1ring associated with the Solar Energy Device must be silver, bronze or black.

Energy Efficient Requirements:

The WildHorse Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property.

An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Master Covenant. In conjunction with any such approval process, the Owner should submit information which will enable the WildHorse Reviewer to confirm the criteria set forth in the previous paragraph.

Rainwater Harvesting Systems

Approval by the WildHorse Reviewer is required prior to installing rain barrels or rainwater harvesting system on a residential Lot (a "**Rainwater Harvesting System**"). The WildHorse Reviewer is not responsible for: (i) errors in or omissions in the application submitted to the WildHorse Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

Approval Application. To obtain WildHorse Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the WildHorse Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Rain System Application.

Approval Process. The decision of the WildHorse Reviewer will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to these guidelines when considering any such request.

Each Owner is advised that if the Rain System Application is approved by the WildHorse Reviewer, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to

completion. If the Owner fails to cause the Rain System Application to be installed in accordance with the approved Rain System Application, the WildHorse Reviewer may require the Owner to: (i) modify the Rain System Application to accurately reflect the Rain System Device installed on the property; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application. Failure to install a Rain System Device in accordance with the approved Rain System Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of these guidelines and may subject the Owner to fines and penalties. Any requirement imposed by the WildHorse Reviewer to resubmit a Rain System Application or remove and relocate a Rain System Device in accordance with the approved Rain System shall be at the Owner's sole cost and expense.

Approval Conditions. Unless otherwise approved in advance and in writing by the WildHorse Reviewer, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:

- The Rain System Device must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the WildHorse Reviewer.

- The Rain System Device does not include any language or other content that is not typically displayed on such a device.

- The Rain System Device is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.

- There is sufficient area on the Owner's Lot to install the Rain System Device, as reasonably determined by the WildHorse Reviewer.

- If the Rain System Device will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, common area, or another Owner's property, the WildHorse Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. See the Guidelines for Certain Rain System Devices Paragraph for additional guidance.

Guidelines for Certain Rain System Devices. If the Rain System Device will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, common area, or another Owner's property, the WildHorse Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to shield the Rain System Device from the view of any street, common area, or another Owner's property. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, common area, or another Owner's property, any additional regulations imposed by the WildHorse Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device, may not prohibit the economic installation of the Rain System Device, as reasonably determined by the WildHorse Reviewer.

Landscape Guidelines

Landscape

Plans. All landscaping for each homesite must be approved in writing by the WildHorse Reviewer prior to installation. There shall be no revisions made to approved landscape plans without submission to, and approval by, the WildHorse Reviewer of the revised plans. The WildHorse Reviewer reserves the right to require additional landscaping for pools, cabanas and other hardscape elements that may be constructed after completion of the principal residential structure and associated landscaping. Landscape plans must include vegetative screening for above ground utility connections visible from the street or adjacent properties. Hardscape elements in the landscaping must be in scale with the principal residential structure and associated structures.

Materials. All introduced vegetation shall be used to achieve the landscape intent according to the approved plans. All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or sodded grasses which are commonly used in South Central Texas for landscaping purposes and which are approved by the WildHorse Reviewer. An emphasis should be placed on utilizing native plants that are drought tolerant as well as deer resistant. Each Lot shall be landscaped, at a minimum, with: (a) full sodded front and side yards (in front of fences); (b) full sodded back yards; (c) two (2) hardwood shade trees that are no smaller than three inch (3") caliper on all Lots other than corner Lots and four (4) hardwood shade trees that are no smaller than three inch (3") caliper on all corner Lots (with two [2] in the front portion of the Lot and two [2] in the side of the Lot adjacent to the street); and (d) ten (10) shrubs sized five (5) gallons or more. Trees and other foliage over three feet (3') tall need WildHorse Reviewer approval. The approved plans must include permanent sodded grass or "ground cover" in all sodded areas. Ground cover is defined as a planting of low plants (such as ivy) that covers the ground in place of turf. Rock, stone, or crushed rock or stone are not acceptable for use as a ground cover other than in flowerbed or walkway areas. Winter rye shall be considered a temporary measure to reduce soil erosion through the winter season in connection with new construction on a Lot. As a condition of completion of the required landscaping for a Lot in connection with new construction, any winter rye turf areas shall be completely replaced with sodded grass according to the approved plans.

Installation. Landscaping in accordance with the approved plans shall be installed within ten (10) days after completion of construction of the residence on a Lot, provided, however, that backyards must be fully sodded by the Owner within thirty (30) days after acquiring occupancy of the Lot for residential purposes. Modifications of existing landscaping must be completed within fourteen (14) days of commencement. Extensions to the time limit may be granted by the WildHorse Reviewer for up to an additional thirty (30) days on a case by case basis. All Owners are required to landscape front yards, side yards, and adjacent to building foundations within thirty (30) days after acquiring their Lot.

Maintenance. After installation, landscaping (including temporary landscaping) shall be properly maintained at all times. Four-inch (4") caliper trees and shrubs should be pruned to avoid blocking clear view of signs, address marker, illumination by light fixtures, the flow of air vents and air conditioner compressors as well as pedestrian and vehicular traffic. St. Augustine grass should be maintained at a height of two and one-half inches (2 ½"). Bermuda and Buffalo grass should be maintained at the height of two to two and one-half inches (2 – 2 ½"). Mowing heights may need to be altered to prevent scalping in the event of an uneven grade. Grass will be trimmed away from sidewalks, building, planted areas

and other obstacles. It is suggested that line trimmers, mechanical edger and chemicals are employed to keep a neat, tidy appearance.

Gardens; Sculptures and Fountains. Any Owner who wishes to plant one or more gardens upon their Lot must obtain the approval of the WildHorse Reviewer of any such garden and must follow applicable requirements as to size of the Lot, visibility of the Lot from other Lots, streets or common areas, and such other matters as the WildHorse Reviewer may specify in any written approval. Sculptures and fountains are subject to approval by the WildHorse Reviewer.

Notwithstanding any requirements to the contrary, Owners shall comply with all applicable governmentally imposed water use restrictions and shall be granted appropriate relief from any specific requirement set forth in these Residential Design Guidelines that cannot reasonably be complied with, as determined by the WildHorse Reviewer, as a result of such water use restrictions.

Tree Protection

Protection and preservation of trees is of significant importance to the aesthetics of the community and the environment of WildHorse.

Vegetative Fencing. Whenever possible and economically feasible, all trees should be preserved and protected during construction with vegetative fencing.

Tree Removal. As used herein, the "Building Envelope" shall be defined as the area of the Lot that is allowed for construction of improvements as defined by the setbacks of the Lot. A "Specimen Tree" is defined as a tree that is healthy and with a uniform canopy, excluding Junipers and Mesquite. In the area outside the Building Envelope, a Specimen Tree that is 9" or larger in diameter is measured 24" off the ground must be flagged and approved in writing by the WildHorse Reviewer prior to removal.

Oak Wilt. Sound horticultural practices, as recommended by the Texas Forest Service, are required to prevent the establishment or spread of oak wilt. Specific requirements include:

- Tree pruning tools and blades shall be sterilized prior to and between cutting any oak trees.
- Oak tree pruning is discouraged from February 1st to June 15th.
- Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound).
- All firewood shall be covered.

Xeriscape Guidelines

Xeriscaping refers to landscaping and gardening in ways that reduce or eliminate the need for supplemental water from irrigation. It is promoted in regions that do not have easily accessible, plentiful, or reliable supplies of fresh water. Common elements in xeriscaping are the reduction of lawn grass or sodded areas (since lawn grass is often one of the worst offenders against water conservation), and the installation of indigenous plants that are adapted to the local climate and consequently require less water.

Any homeowner interested in replacing a standard sod lawn by xeriscaping with native groundcovers, plants, or mulch must submit a landscape plan before removing any sod or installing any plant material. All plans will be reviewed on a case by case basis and must conform to the guidelines.

The WildHorse Board of Directors has adopted the following xeriscaping guidelines for the community:

- Large areas may not be composed of a single material, i.e. bare mulch/rock is not allowed unless interspersed with plants.
- Allow variances for xeriscaping as long as 50% of front yard area is turfed and all other guidelines below are met.
- Non-turf planted areas must be bordered to define the xeriscaped area clearly from turfed areas.
- Xeriscaped areas must be kept maintained at all times (plants trimmed and thinned, weeded, and borders edged) to ensure a reasonably attractive appearance.
- No boulders or large rocks exceeding 12" in height may be used on the narrow strips between public sidewalks and the street curb.
- No plants may encroach onto or over public sidewalks.
- No plant with thorns, spines, or sharp edges can be used within 6' of the public sidewalks.

Residents are encouraged to consider converting the sidewalk strip areas (between sidewalk and curb) from turf grasses to xeriscaped areas as these areas are difficult to water. This area may be composed of a combination of river rock, crushed granite, and include native plantings.

Lawn Furniture, Decorations, and Garden Maintenance Equipment

Lawn furniture, including swings/chairs/benches in good repair are allowed on front porches, but must be incorporated into a landscape theme if visible from other Lots. Swings and or benches are not allowed on driveways/front lawns etc. unless specifically approved for placement by the WildHorse Reviewer.

A birdbath of a standard size is acceptable without prior written approval from the WildHorse Reviewer.

Notwithstanding exterior holiday decorations, plastic lawn decorations and artificial plants are not acceptable in the front yard of the lot including pink flamingos, animals, or other plastic designs/statues.

Lawn mowers, edgers, wheelbarrows, etc. may not be left out in view of other Lots except when in use. Bulk/bag material (mulch, topsoil, etc.) may not be left out in view for longer than ten (10) days.

Irrigation

An irrigation system is required for all residences. Plans for irrigation systems must be included in the landscape plan that is submitted for approval to the WildHorse Reviewer.

Full yard programmable irrigation systems may be required to be installed on a Lot by the WildHorse Reviewer. Any approved irrigation systems must be installed and maintained pursuant to all water requirements of the City, as well as any applicable Texas Commission on Environmental Quality ("**TCEQ**") regulations.

Each Owner is advised that TCEQ regulations require the installation of a backflow prevention device at any connection to a public drinking water supply. If a backflow prevention device is required, the Owner will be obligated to have performed a yearly inspection by a licensed TCEQ Backflow Prevention Assembly Tester.

The use of drip irrigation is encouraged. Irrigation sprinkler systems must use heads that emit large drops rather than a fine mist. All irrigation systems shall be zoned based on plat watering requirements.

Drought management plans may be implemented by the WildHorse Reviewer.

Landscape Inspection

The WildHorse Reviewer may, upon the Owner's completion of the installation of landscaping, conduct an on-site inspection of the property to ensure compliance with the approved plan.

Drainage

Responsibility for proper site drainage rests with the Owner. There shall be no interference with the established drainage patterns over any of the Development Area, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision has been certified by a professional engineer and approved in advance by the WildHorse Reviewer. Each Owner is solely responsible for correcting any change in water flow or drainage caused by the construction of Improvements on such Owner's Lot. No area drains are allowed to extend through the curb, and any area drain opening must be behind the curb within the Lot and cannot extend to the street or right-of-way. All drainage improvements within a right-of-way must be submitted to the WildHorse Reviewer for consideration and must be constructed in accordance with stamped engineered plans by a licensed engineer. Drainage improvements must be maintained by each Owner unless maintenance has been accepted by the Association in a Recorded written instrument.

Fencing and Walls

The materials, height, location, and construction of all fences and walls must be approved in advance by the WildHorse Reviewer.

Plans. Plans submitted for fences or walls must be drawn on an accurate copy of the site plan.

Lot Fencing. All Lots shall be fenced unless otherwise approved by the WildHorse Reviewer. Fencing is required on the sides and rear of the Lot. Fencing of front yards is not permissible.

Walls. Solid walls enclosing an entire site are not permitted. Masonry retaining walls must be approved in advance by the WildHorse Reviewer. Courtyard walls that are architectural walls and designed for individual house plans will be considered for approval by the WildHorse Reviewer.

Construction. All Lots shall have fencing of six feet (6') in height. Except for fences along the boundary between a Lot and a greenbelt, drainage or open space area, which must be built of black coated wrought iron or other decorative metal of a color and style specified by the WildHorse Reviewer, all fences shall be constructed of cedar or other wood with a picket size of 1" x 6" and finished in a stain approved by the

WildHorse Reviewer. Shadowbox or "pallet" type fencing is prohibited. The Fence must be located at least ten feet (10') from the front of the residence and no farther from the front of the residence than the midpoint of the residence. In the event of any dispute or disagreement as to the location of a fence on a Lot, the decision of the WildHorse Reviewer, in its sole and absolute discretion, will be final. Fences facing an existing or proposed road, street or other public right-of-way must have the slats facing the street or public right-of-way and be capped. All other wood fencing must be "good neighbor fencing" (*i.e.*, fencing with the slats alternating by section of the fence where a "section" is a portion of the fence between support poles, with the slats in one section facing into the Lot and the slats in the next section facing outward from the Lot).

Stain. All side yard fences may only be stained using a stain that is approved in advance by the WildHorse Reviewer. Any part of the fence that is visible from any street shall be routinely re-stained (no less than every four years) in the approved stain color and the WildHorse Reviewer and/or the Association shall have the right to re-stain such visible portion of the fence and charge the expense to the Owner pursuant to the terms and provisions of the Covenant.

Once any Lot that contains a model home is conveyed from either Declarant or a Homebuilder to an Owner, the fencing on such Lot must be modified to meet the fencing restrictions of this section.

Pools, Spas and Hot Tub Plans

The plans and specifications for each swimming pool, spa and hot tub constructed on a Lot must be approved in writing and prior to construction by the WildHorse Reviewer.

Plans. All applications submitted to the WildHorse Reviewer for the approval of plans and specifications for swimming pools, hot tubs or spas must be accompanied by the applicable city permits for the construction of same. Any applications submitted to the WildHorse Reviewer, which do not include finalized construction permits from the applicable regulatory authority shall constitute an automatic rejection of the application. The swimming pool, spa, or hot tub plan must be drawn on a copy of an accurate site plan and shall include specific indications of distances from the water containing basin(s) and surrounding slab walks to the lot lines and building setbacks. No swimming pool, spa or hot tub will be approved unless a principal residential structure has been constructed on the Lot or the swimming pool, spa or hot tub is being constructed at the same time as the principal residential structure. Approval of a swimming pool, spa and hot tub and/or associated Improvements by the WildHorse Reviewer will not constitute a determination by the WildHorse Reviewer that the swimming pool, spa and hot tub and/or associated Improvements comply with Applicable Law or that the swimming pool, spa and hot tub and/or associated Improvements are safe for use.

In Ground. Above-ground or temporary swimming pools are prohibited. Self-contained above-ground hot tubs require approval by the WildHorse Reviewer. Swimming pools and accompanying spas shall be in-ground, or a balanced cut and fill, and shall be designed to be compatible with the site and the dwelling as determined in the sole and absolute discretion of the WildHorse Reviewer. Unless otherwise approved in writing by the WildHorse Reviewer, if the foundation or other vertical surface of the swimming pool will extend more than twenty-four inches (24") above the final grade of the Lot, the exposed foundation or vertical surface extending more than twenty-four inches (24") above the final grade will be finished in a manner that matches the exterior masonry of the residence. Application of the terms "front yard", "side yard", "foundation or other vertical surface", and/or "final grade" as to a specific Lot will be determined by the WildHorse Reviewer in its sole and absolute discretion. Unless

otherwise approved in writing by the WildHorse Reviewer, associated swimming pool, spa, and hot tub improvements, such as rock waterfalls and slides, shall not be over six feet (6') in height.

Screening; Fencing. Each swimming pool constructed on a Lot must be entirely enclosed with a fence or similar structure which, at a minimum, satisfies all applicable governmental requirements. The location, color and style of the fence or enclosure must be approved in writing and in advance of construction by the WildHorse Reviewer. The WildHorse Reviewer may require that above ground spas and hot tubs visible from public view or from an adjacent street or Lot shall be skirted, decked, screened or landscaped in a manner which excludes pumps, plumbing, heaters, filters, etc. from view. Unless otherwise approved in writing by the WildHorse Reviewer, all maintenance equipment, including chemicals, plumbing fixtures, heaters, pumps, etc., associated with a swimming pool, spa or hot tub may not be visible from any adjacent street or Lot. The WildHorse Reviewer may require an Owner to install additional screening as a pre-condition to the approval and construction of any swimming pool, spa, or hot tub.

Location. No pool or deck may be closer than five feet (5') from any Lot line. No swimming pool, spa and hot tub shall be located in the front or side yard on any Lot.

Drainage. The drains serving a swimming pool, spa and hot tub must be connected to street drainage systems. Unless otherwise expressly approved by the applicable governmental agency or utility service provider, no swimming pool, spa or hot tub shall be drained onto property other than the Lot on which the swimming pool, spa and hot tub is constructed.

No access across another Lot, Common Area, Open Space, or greenbelt for the purpose of building or maintaining a swimming pool, spa, or hot tub is permitted without the prior written approval of the other property owner or the WildHorse Reviewer, in the case of Common Area, Open Space and/or greenbelt property.

A construction deposit is required for all swimming pool, spa, or hot tub construction (except for any Homebuilder that has already provided a construction deposit for the construction of the home).

The WildHorse Reviewer may adopt additional requirements for any swimming pool, spa and hot tub and/or associated Improvements on a case by case basis as a condition to approval.

Basketball Goals and Sporting Equipment

Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot or street or where same would be visible from an adjoining street or Lot without the prior written consent of the WildHorse Reviewer.

Permanent goals must meet the following criteria:

- the metal pole must be permanently mounted into the ground to the side of the driveway in a full upright position 25' back from the curb;
- the pole, backboard and net must be maintained in good condition at all times; and
- poles may not be installed in front of the garage or facing into the street.

Portable goals will not be allowed unless the following criteria are met:

- the goal must be placed to the side of the driveway and permanently installed to be flush with the ground and maintained at all times in a full upright position 25' back from the curb;
- the pole, backboard and net must be maintained in good condition at all times;
- poles may not be installed in front of the garage or facing the street;
- landscape barrier, such as small shrubs must screen the base of the goal;
- goals may not be rolled into the street or any other public right-of-way; and
- goals may not be maintained in front of the garage or facing into the street and must be stored in a garage or in the rear of the Lot (i.e., out of public view) when not in use.

The WildHorse Reviewer shall have the authority to establish additional guidelines for the placement and design of basketball goals, backboards, or any other similar sporting equipment and the same shall be kept and maintained out of view from any street, except in accordance with any such established guidelines.

Playscapes and Sport Courts

Sport Courts and tennis courts are specifically prohibited on any Lot.

Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the WildHorse Reviewer. The WildHorse Reviewer may prohibit the installation of playscapes or similar recreational facilities on any Lot.

Playscapes or any similar recreational facilities must comply with all the following requirements:

- Must be located where the equipment will have minimum impact on adjacent Lots and be screened from public view.
- All playscapes or any similar recreational facilities equipment must be of earth tones colors, i.e., medium to dark greens, browns, and tans.
- Bright primary colors will not be permitted.
- Views of playscapes or any similar recreational facilities must be reduced from public streets and adjoining units whenever possible.
- Playscapes or any similar recreational facilities must not be located any closer to a property line than the established building setbacks.
- Trampolines, whether portable or non portable must be placed no closer than five feet (5') to any property line.
- Playscapes, playground equipment and trampolines are prohibited in the front yard.
- Direct or indirect lighting of the playscape is prohibited.

If approved, portable playscapes, including but not limited to, non-permanent and/or inflatable slides, moon bounces, water parks and above ground inflatable pools or kiddy pools (collectively "**Portable Playscapes**") must be stored in a screened area, the rear of the Lot, or inside the garage when not in use. In no event, shall any Portable Playscapes be visible from or in the front of any Owner's Lot for any period of time exceeding twenty-four (24) consecutive hours.

Submittal Requirements:

- Completed Application
- Completed Architectural Review Process and Procedures

- Review Fee and Applicable Deposit
- Summary of the project
- Plant list with sizes and quantity at installation and maturity
- Location of proposed beds and defining border and material
- Drawing on your site plan or comparable plan which shows easements and setbacks, Location of existing trees, driveway and sidewalk
- Estimated completion date

Erosion Control and Construction Regulations

The following restrictions shall apply to all construction activities at WildHorse. It is the responsibility of all Owners and/or contractors to adhere to State and Federal stormwater runoff protection and prevention requirements that may be applicable to their construction activities and to obtain proper permits as may be required. Periodic inspections by a representative of the WildHorse Reviewer may take place in order to identify non-complying construction activities. If items identified as not complying with the regulations are not remedied in a timely manner, fines will be levied.

Erosion Control Installation and Maintenance

Upon written approval by the WildHorse Reviewer, it is the responsibility of each Owner to install erosion control measures prior to the start of construction and to maintain them throughout the entire construction process.

Silt fencing installed to all applicable standards is required to be properly installed and maintained to protect the low sides of all disturbed areas, where stormwater will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site. The Owner should anticipate that built-up sediment will need to be removed from the silt fence after heavy or successive rains, and that any breach in the fencing will need to be repaired or replaced immediately.

If for any reason the silt fence is to be temporarily removed, please contact a representative of the WildHorse Reviewer prior to the removal.

Security

Neither the WildHorse Reviewer, the Association, or Declarant shall be responsible for the security of job sites during construction. If theft or vandalism occurs, the Owner should first contact the Travis County Sheriff's Department and then notify the Reviewer.

Construction Hours

Unless a written waiver is obtained from the WildHorse Reviewer, construction may take place only during the following hours: Monday through Friday from 7:00 a.m. until 7:00 p.m., and on Saturdays and Sundays from 9:00 a.m. until 6:00 p.m. There shall be no construction on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day. Waivers from the construction hours set forth in this paragraph may be given for the pouring of concrete slabs during the summer months.

Noise, Animals, Children

The use of music devices must be restrained so as not to be heard on an adjoining Lot or street.

Contractors and subcontractors may not bring dogs or children under 16 years of age to construction sites.

Material and Equipment Storage

All construction materials and equipment shall be neatly stacked, properly covered and secured. Any storage of materials or equipment shall be the Owner's responsibility and at their risk. Owners may not disturb, damage or trespass on other Lots or adjacent property.

Insurance

The WildHorse Reviewer requires an Owner to procure adequate commercial liability insurance during construction naming the Association, Declarant and the WildHorse Reviewer as additional insureds, in an amount to be determined, from time to time by the WildHorse Reviewer.

Site Cleanliness

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming an eyesore.

Brightly colored construction fence must be installed before the start of construction on all side lot lines where a home is being constructed next to an existing occupied home.

Owners shall provide a container for debris and shall clean up all trash and debris on the construction site on a daily basis. Trash and debris shall be removed from each construction site on a timely basis. The WildHorse Reviewer will have the authority to require that one dumpster be provided to serve no more than two Lots. In addition to any dumpster, a trash receptacle approved in advance by the WildHorse Reviewer will be located on each lot during construction. Trash receptacles must be emptied periodically and will not be permitted to overflow. Chain link fencing is not an acceptable enclosure material for temporarily containing trash. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site.

The dumping, burying or burning of trash is not permitted anywhere in WildHorse.

It is imperative that, when moving heavy equipment around, precautions be taken to prevent damage to pavement, curbs, and vegetation. Crawler tractors or track loaders are not to be operated on paved or concrete surfaces. Mud, dirt and other construction debris that is tracked off site shall be cleaned on a daily basis. Skid steer loaders are not to be used to clean the streets by scraping them.

Each Owner who is a Homebuilder must comply with the Concrete Truck Clean-Out Site provisions set forth in Section 3.22 of the Development Area Declaration.

Sanitary Facilities

A temporary sanitary facility (chemical toilet) shall be provided and maintained for the use of construction workers on or within three (3) Lots of the construction site.

Construction Parking

Construction crews shall not park on, or otherwise use, other Lots. No construction vehicle will be permitted to leak oil or otherwise damage or deface any street located within the community. The Documents permit Declarant to maintain and locate construction trailers and construction tools and equipment within the Development Area. Upon written approval from the WildHorse Reviewer, a Homebuilder may be permitted to establish a construction trailer, field office, or similar temporary structure by submitting along with the application for approval, a copy of the site plan with proposed locations of the trailer, field office, or similar temporary structure with a trash receptacle noted thereon. The trash receptacle must be of an approved size. Such temporary structure, if approved, must be removed immediately upon completion of construction. Approval by the WildHorse Reviewer shall not relieve the Homebuilder from the obligation to apply for and obtain any other governmental permits before moving any such construction trailer, field office, etc. onto the Development Area.

Schedule of Fines

Periodic inspections by a representative of the WildHorse Reviewer may take place in order to identify non-complying construction activities. Listed below is the schedule of fines which may be assessed.

Schedule of Fines

New Violation:	**Fine Amount:**
1st Notice	Warning
2nd Notice	$25.00
3rd Notice	$50.00
4th Notice	$100.00
Each Subsequent Notice:	$125.00
Repeat Violation:	
1st Notice	**$50.00**
2nd Notice	**$75.00**
3rd Notice	**$100.00**
4th Notice	**$125.00**
Each Subsequent Notice:	**$150.00**
Continuous Violation:	
Final Notice	**Amount TBD**

*= Notwithstanding the foregoing, the fine for premature clearing is $500. In the event, the Association or Developer is required to repair, clean up or provide necessary service to bring the improvement into

compliance, the Owner will be assessed the cost of repair, clean up, or service plus an additional 50% for time and service expended.

Duration of Construction

A residence shall be complete and available for occupancy on or before eighteen (18) months after the commencement of construction.

Plan Review Process

Plan Submittals

The construction or installation of any Improvements, changes to existing Improvements, or the reconstruction of Improvements, will require the submission of plans and specifications for approval of the WildHorse Reviewer and any such construction or installation activity may not commence until the Owner has received a written "Approval" from the WildHorse Reviewer. The WildHorse Reviewer may waive plan and specification requirements for certain modifications or improvements at its discretion.

New residential home construction within WildHorse will utilize the following two-stage review process:

- **Plan Book, Material, and Landscape Review.** The applicant must first submit for approval plans for the home designs to be offered in the neighborhood including the exterior elevations and landscaping associated with each plan. The Plan Book, Material, and Landscaping Review will require the submission of the following information:

    - Floorplans
    - Elevations of all sides of each home indicating
        - Roof pitch
        - Roof peak height above the foundation
        - Exterior materials- walls, roof, chimney
        - Window specifications
        - Chimney cap materials/design
        - Heated/air conditioned square footage of each floor and the total heated/air conditioned square footage
    - Material samples, including stone samples (colors and patterns), mortar colors, stucco colors, trim colors, roof materials and colors, and window materials and colors must be approved in advance by the WildHorse Reviewer. The WildHorse Reviewer reserves the right to request samples of all materials. **PLEASE BE ADVISED THAT PLAN BOOK AND MATERIAL REVIEW IS NOT FINAL APPROVAL. SPECIFICALLY, MATERIAL TO BE INCORPORATED INTO A RESIDENCE OR IMPROVEMENT IS NOT APPROVED FOR USE ON A PARTICULAR RESIDENCE OR IMPROVEMENTS UNTIL THE FINAL PLAN REVIEW FOR THE RESIDENCE AND/OR IMPROVEMENT HAS BEEN SUBMITTED TO AND APPROVED BY THE WILDHORSE REVIEWER.**
    - Landscaping Plans
        - General boundaries of turf areas with type of turf noted

General locations of all proposed plants
Listing of materials Plan
Plan for irrigation systems

- **Final Plan Review**. A completed Final Plan Application attached hereto as Attachment 1 must be submitted for review and approval to the WildHorse Reviewer prior to the construction of any improvements on a Lot. The Final Plan Application must also include all information required to be submitted as set forth on the application.

ATTACHMENT 1
WILDHORSE
FINAL PLAN APPLICATION

Deliver to:
WildHorse Reviewer
Attn: Peter A. Dwyer
9900 Highway 290 East
Manor, Texas 78653
Phone: (512) 327-7415, Fax: (512) 327-5819

Date:_____

Lot:_____ Block:_____ Phase:_____ Section:_____

Plan & Elevation #:_____ Bedrooms:_____ Baths:_____

Address:_____ House Width:_____ Lot Size:_____

Lot Plan Attached: (Please Circle) **Yes/No**

1st Floor Masonry %_____ 2nd Floor Masonry %_____

Chimney: **(Please Circle) Yes/No**_____Masonry_____Fibre Cement

Fencing Type: ( ) Good Neighbor Fencing ( ) Iron/Metal Fencing
(Fencing could be a combination of two types of fences) & *Wood fencing facing a street must be stained)

Brick & Stone Manufacturer and Color:_____

Roof Pitch:_____**Roof** Color: _____Year dimensional shingle

Paint Color:_____
Fill in the information if different from color above

Trim Color:_____ Door Color:_____

Shutters Color:_____ Garage Color:_____

Living Square Footage of House:_____

Front Retaining Wall: **(Please Circle) Yes/No** Deck: **Yes/No** Patio:_____square feet

Site plan must be attached to include the following items:

- ☐ Site dimensions
- ☐ Square footage of all enclosed improvements
- ☐ Impervious Cover
- ☐ Property Lines with dimensions
- ☐ Building Setbacks
- ☐ Proposed finish floor elevation

- ☐ Utility boxes
- Drives, parking areas and walks
- ☐ House and accessory structures
- ☐ Easements
- ☐ Boundaries of turf areas with type of turf noted
- ☐ Locations of all proposed plants
- Plan legend including species, quantity and sizes at time of planting
- Fence location

Comments:_____

Builder Name:_____

By:_____ Approval Date:_____

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

TRV 2018147995
4 PGS

SECRETARY'S CERTIFICATE

The undersigned hereby certifies that he is the duly elected, qualified and acting Secretary of WildHorse Master Community, Inc., a Texas non-profit corporation (the "**Association**"), and that:

Attached hereto as Exhibit "1" and made a part hereof is a true and correct copy of the Adoption of Working Capital Assessment [Residential] adopted by WildHorse Master Community, Inc.

IN WITNESS WHEREOF, the undersigned has executed ~~this~~ certificate on the 17th day of September, 2018.

Secretary
Peter A. Dwyer, Secretary 9/17/2018

STATE OF TEXAS §

COUNTY OF Travis §

BEFORE ME, the undersigned Notary Public, on this 17 day of September, 2018, by Peter A. Dwyer, Secretary of WildHorse Master Community, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said corporation.

Given under my hand and seal of this office this 17 day of September, 2018.

[SEAL]
SHIRRA HANNA
Notary Public, State of Texas
Comm. Expires 06-30-2019
Notary ID 124560509

Shirra Hanna
Notary Public Signature

EXHIBIT "1"

WILDHORSE MASTER COMMUNITY, INC.

UNANIMOUS CONSENT OF DIRECTORS IN LIEU OF SPECIAL MEETING OF THE BOARD OF DIRECTORS

The undersigned, being all of the members of the Board of Directors of WildHorse Master Community, Inc., a Texas non-profit corporation (the "**Association**"), do hereby adopt, pursuant to Section 22.220(a) of the Texas Business Organizations Code and the Bylaws of the Association, and in lieu of the holding a special meeting of the Board of Directors, the following resolution:

ADOPTION OF WORKING CAPITAL ASSESSMENT [RESIDENTIAL]

RESOLVED, that the undersigned Directors hereby adopt the Working Capital Assessment [Residential] attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned have executed this instrument to be effective the 17th day of September, 2018.

William A. Peruzzi, Director

John Gianguilio, Director

Peter A. Dwyer, Director 9/17/2018

EXHIBIT "A"

WILDHORSE

ADOPTION OF WORKING CAPITAL ASSESSMENT

[RESIDENTIAL]

Cross reference to *Section 5.14* of that certain WildHorse Master Covenant, recorded as Document No. 2018004152, in the Official Public Records of Travis County, Texas.

WILDHORSE MASTER COMMUNITY, INC.
WORKING CAPITAL ASSESSMENT
[RESIDENTIAL]

Pursuant to *Section 5.14* of that certain WildHorse Master Covenant, recorded as Document No. 2018004152, in the Official Public Records of Travis County, Texas (the "**Covenant**"), **WILDHORSE MASTER COMMUNITY, INC.**, a Texas non-profit corporation and the homeowners association established pursuant to the Covenant (the "**Association**"), hereby adopts a working capital assessment in the amount of **One Hundred and No/100 Dollars ($100.00)** (the "**Working Capital Assessment**").

The Working Capital Assessment is payable by each Owner (other than Declarant) that is the transferee of a Residential Lot or residential Condominium Unit, upon the transfer of the Residential Lot or residential Condominium Unit, other than: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (ii) transfer to, from, or by the Association; or (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent.

Further, an Owner who is a Homebuilder or a Residential Developer will not be subject to the Working Capital Assessment. As used herein, "**Homebuilder**" means any Owner (other than Declarant) who is in the business of constructing single-family residences for resale to third parties and acquires all or a portion of the Development to construct single-family residences for resale to third parties. As used herein, "**Residential Developer**" means any Owner who acquires a Lot for the purpose of resale to a Homebuilder.

The amount of the Working Capital Assessment designated hereunder is subject to change from time to time by the Board.

Capitalized terms used by not defined herein shall have the meanings ascribed to such terms in the Covenant.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Sep 18, 2018 10:45 AM 2018147995
MACEDOS $38.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Apr 23, 2019 09:43 AM Fee: $38.00
2019056957
Electronically Recorded

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

15/ITC/1800723 -COM/GMH

WILDHORSE

NOTICE OF APPLICABILITY

[HERITAGE POINT AT WILDHORSE RANCH SECTION 2]

Declarant: **TITAN TEXAS DEVELOPMENT, LLC**, a Delaware limited liability company, doing business as HOM Titan Development, LLC

Neighborhood: 1

Cross reference to WildHorse Master Covenant, recorded as Document No. 2018004152 in the Official Public Records of Travis County, Texas, and WildHorse Development Area Declaration [Heritage Point at WildHorse Ranch Section 1], recorded as Document No. 2018005417, Official Public Records of Travis County, Texas.

NOTICE OF APPLICABILITY OF WILDHORSE MASTER COVENANT AND DEVELOPMENT AREA DECLARATION [HERITAGE POINT AT WILDHORSE RANCH SECTION 2]

This Notice of Applicability of WildHorse Master Covenant and Development Area Declaration [Heritage Point at WildHorse Ranch Section 2] is made and executed by **TITAN TEXAS DEVELOPMENT, LLC**, a Delaware limited liability company, doing business as HOM Titan Development, LLC ("**Declarant**"), and is as follows:

1. **Applicability of Master Covenant**. This Notice of Applicability is filed with respect to Lots 1 through 32, Block D, Lots 1 through 26, Block E, and Lots 1 through 44, Block F in HERITAGE POINT AT WILDHORSE RANCH SECTION 2, a subdivision located in Travis County, Texas, according to the map or plat thereof recorded as Document No. 201700269, Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain WildHorse Master Covenant, recorded as Document No. 2018004152 in the Official Public Records of Travis County, Texas (as amended, the "**Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Covenant (the "**Property**"), upon the filing of appropriate notices of applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.

2. **Property Incorporated Into Development.** The provisions of the Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.

3. **Applicability of Development Area Declaration.** This Notice of Applicability is also filed in connection with that certain WildHorse Development Area Declaration [Heritage Point at WildHorse Ranch Section 1], recorded as Document No. 2018005417, Official Public Records of Travis County, Texas (as amended, the "**Development Area Declaration**"). Pursuant to *Section 9.05* of the Covenant, Declarant served notice that Declarant may, at any time and from time to time, add additional land to property encumbered by the Development Area Declaration. Upon the filing of a Notice of Applicability (which notice may be contained within any Notice of Applicability filed pursuant to *Section 9.05* of the Master Covenant), such land shall be subject to the terms, covenants, conditions, restrictions and obligations set forth in the Development Area Declaration, and the rights, privileges, duties and liabilities of the persons subject to the Development Area Declaration shall be the same with respect to such added land as with respect to the land originally covered by the Development Area Declaration. Additionally, this Notice of Applicability constitutes a notice of addition of land pursuant to *Section 4.01* of the Development Area Declaration.

4. **Designation of Neighborhood.** Pursuant to *Section 3.02* of the Covenant, the Development Area shall be within Neighborhood 1 and subject to all terms and provisions of the Covenant which relate to Neighborhoods so designated within the Development.

5. **Development Area Subject to the Development Area Declaration.** The Development Area is hereby made subject to the terms and provisions on the Development Area Declaration. The terms and provisions of the Development Area Declaration apply to the Development Area.

4. **Miscellaneous**. This notice constitutes a notice of applicability under *Section 9.05* of the Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

TITAN TEXAS DEVELOPMENT, LLC,
a Delaware limited liability company,
doing business as HOM Titan Development, LLC

By: _____
William A. Peruzzi, Manager

THE STATE OF PENNSYLVANIA §

COUNTY OF PHILADELPHIA §

This instrument was acknowledged before me on this 17 day of APRIL, 2019, by William A. Peruzzi, Manager of Titan Texas Development, LLC, a Delaware limited liability company, doing business as HOM Titan Development, LLC, on behalf of said limited liability company.

_____ LICENSE # 1291318
(seal) Notary Public, State of Pennsylvania

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ALICIA F MCCLUNG
Notary Public
CITY OF PHILADELPHIA, PHILADELPHIA CNTY
My Commission Expires Jun 16, 2019

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Dana DeBeauvoir, County Clerk
Travis County, Texas
Apr 23, 2019 10:11 AM Fee: $34.00
2019057068
Electronically Recorded

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

15/ITC/1800723-COM/GMH

WILDHORSE

NOTICE REGARDING SUBDIVISION ENTRY AND FENCING EASEMENT

[HERITAGE POINT AT WILDHORSE RANCH SECTION 2]

Travis County, Texas

Declarant: **TITAN TEXAS DEVELOPMENT, LLC**, a Delaware limited liability company, doing business as HOM Titan Development, LLC

Cross reference to: the WildHorse Master Covenant, recorded as Document No. 2018004152 in the Official Public Records of Travis County, Texas; the WildHorse Development Area Declaration of Covenants, Conditions and Restrictions [Heritage Point at WildHorse Ranch Section 1], recorded as Document No. 2018005417 in the Official Public Records of Travis County, Texas; and the Notice of Applicability of WildHorse Master Covenant and Development Area Declaration [Heritage Point at WildHorse Ranch Section 2], recorded as Document No. 2019056957 in the Official Public Records of Travis County, Texas.

WILDHORSE

NOTICE REGARDING SUBDIVISION ENTRY AND FENCING EASEMENT

[HERITAGE POINT AT WILDHORSE RANCH SECTION 2]

This Notice Regarding Subdivision Entry and Fencing Easement [Heritage Point at WildHorse Ranch Section 2] (this "**Notice**") is made and executed by **TITAN TEXAS DEVELOPMENT, LLC**, a Delaware limited liability company, doing business as HOM Titan Development, LLC ("**Declarant**"), and is as follows:

1. **Authority.** Declarant previously executed and recorded: (i) that certain WildHorse Master Covenant, recorded as Document No. 2018004152 in the Official Public Records of Travis County, Texas (as amended, the "**Covenant**"); and (ii) that certain WildHorse Development Area Declaration [Heritage Point at WildHorse Ranch Section 1], recorded as Document No. 2018005417 in the Official Public Records of Travis County, Texas (as amended, the "**Development Area Declaration**"). Pursuant to that certain Notice of Applicability of WildHorse Master Covenant and Development Area Declaration [Heritage Point at WildHorse Ranch Section 2], recorded as Document No. 2019056957 in the Official Public Records of Travis County, Texas, Declarant submitted Lots 1 through 32, Block D, Lots 1 through 26, Block E, and Lots 1 through 44, Block F in HERITAGE POINT AT WILDHORSE RANCH SECTION 2, a subdivision located in Travis County, Texas, according to the map or plat thereof recorded as Document No. 201700269, Official Public Records of Travis County, Texas (the "**Development Area**") to the terms and provisions of the Covenant and the Development Area Declaration. Declarant is the "Declarant" pursuant to the Declaration.

2. **Perimeter Fence Lots.** Portions of a subdivision perimeter fence (the "**Perimeter Fence**") have been constructed and installed over and across Lots 6 through 20 and 25 through 32, Block D, and Lots 1 through 8, Block F, within the Development Area (the "**Perimeter Fence Lots**").

3. **Subdivision Entry and Fencing Easement.** Pursuant to *Section 8.04* of the Covenant, Declarant reserved for itself and the WildHorse Master Community, Inc. (the "**Association**") an easement over and across the Development for the installation, maintenance, repair or replacement of certain subdivision entry facilities and fencing which serves the Development, the Property, and any other property owned by Declarant and/or Declarant's affiliates (the "**Subdivision Entry and Fencing Easement**"). Pursuant to *Section 8.04* of the Covenant, Declarant has the right to Record a written notice that identifies certain subdivision entry facilities and fencing to which the Subdivision Entry and Fencing Easement applies. Declarant hereby identifies the Perimeter Fence as the subdivision entry facilities and fencing on the Perimeter Fence Lots to which the Subdivision Entry and Fencing Easement applies. The Subdivision Entry and Fencing Easement, which was retained by Declarant for the benefit of Declarant and the Association under *Section 8.04* of the Covenant, includes the portions of Perimeter Fence Lots on which the Perimeter Fence is located and the area from the Perimeter Fence to any adjacent right-of-way, whether public or private, and expressly includes an ingress and egress easement over and across the Perimeter Fence Lots in favor of the Association to the

extent reasonably necessary to maintain the Perimeter Fence. The exercise of the Subdivision Entry and Fencing Easement will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or Improvement constructed thereon.

4. **Designation as Common Area.** Declarant hereby designates the Perimeter Fence and the Subdivision Entry and Fencing Easement as Common Area, as permitted pursuant to *Section 8.04* of the Covenant.

5. **Miscellaneous.** This notice constitutes a notice of designation of subdivision entry and fencing easement under *Section 8.04* of the Covenant. Any capitalized terms used and not otherwise defined in this notice will have the meanings set forth in the Covenant.

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

TITAN TEXAS DEVELOPMENT, LLC,
a Delaware limited liability company,
doing business as HOM Titan Development, LLC

By: _____
William A. Peruzzi, Manager

THE STATE OF PENNSYLVANIA §

COUNTY OF PHILADELPHIA §

This instrument was acknowledged before me on this 17 day of April, 2019, by William A. Peruzzi, Manager of Titan Texas Development, LLC, a Delaware limited liability company, doing business as HOM Titan Development, LLC, on behalf of said limited liability company.

_____ LICENSE # 129/318
(seal) Notary Public, State of Pennsylvania

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ALICIA F MCCLUNG
Notary Public
CITY OF PHILADELPHIA, PHILADELPHIA CNTY
My Commission Expires Jun 16, 2019

AFTER RECORDING RETURN TO:

DWYER REALTY
9900 HWY 290 E
MANOR, TX 78653

4 pgs 2020037676

WILDHORSE

AMENDED AND RESTATED NOTICE OF APPLICABILITY

[HERITAGE POINT AT WILDHORSE RANCH SECTION 2]

Declarant: **TITAN TEXAS DEVELOPMENT, LLC**, a Delaware limited liability company, doing business as HOM Titan Development, LLC

Neighborhood: 1

Cross reference to WildHorse Master Covenant, recorded as Document No. 2018004152 in the Official Public Records of Travis County, Texas, and WildHorse Development Area Declaration [Heritage Point at WildHorse Ranch Section 1], recorded as Document No. 2018005417, Official Public Records of Travis County, Texas

AMENDED AND RESTATED NOTICE OF APPLICABILITY OF WILDHORSE MASTER COVENANT AND DEVELOPMENT AREA DECLARATION [HERITAGE POINT AT WILDHORSE RANCH SECTION 2]

This Amended and Restated Notice of Applicability of WildHorse Master Covenant and Development Area Declaration [Heritage Point at WildHorse Ranch Section 2] is made and executed by **TITAN TEXAS DEVELOPMENT, LLC**, a Delaware limited liability company, doing business as HOM Titan Development, LLC ("**Declarant**"), and is as follows:

1. **Applicability of Master Covenant**. This Notice of Applicability is filed with respect to Lots 1 through 32, Block D, Lots 1 through 26, Block E, and Lots 1 through 44, Block F in HERITAGE POINT AT WILDHORSE RANCH SECTION 2, a subdivision located in Travis County, Texas, according to the map or plat thereof recorded as Document No. 201700269, Official Public Records of Travis County, Texas (the "**Development Area**"). Pursuant to that certain WildHorse Master Covenant, recorded as Document No. 2018004152 in the Official Public Records of Travis County, Texas (as amended, the "**Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Covenant (the "**Property**"), upon the filing of appropriate notices of applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.

2. **Property Incorporated Into Development**. The provisions of the Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.

3. **Applicability of Development Area Declaration**. This Notice of Applicability is also filed in connection with that certain WildHorse Development Area Declaration [Heritage Point at WildHorse Ranch Section 1], recorded as Document No. 2018005417, Official Public Records of Travis County, Texas (as amended, the "**Development Area Declaration**"). Pursuant to *Section 9 05* of the Covenant, Declarant served notice that Declarant may, at any time and from time to time, add additional land to property encumbered by the Development Area Declaration. Upon the filing of a Notice of Applicability (which notice may be contained within any Notice of Applicability filed pursuant to *Section 9 05* of the Master Covenant), such land shall be subject to the terms, covenants, conditions, restrictions and obligations set forth in the Development Area Declaration, and the rights, privileges, duties and liabilities of the persons subject to the Development Area Declaration shall be the same with respect to such added land as with respect to the land originally covered by the Development Area Declaration. Additionally, this Notice of Applicability constitutes a notice of addition of land pursuant to *Section 4 01* of the Development Area Declaration.

4. **Designation of Neighborhood**. Pursuant to *Section 3 02* of the Covenant, the Development Area shall be within Neighborhood 1 and subject to all terms and provisions of the Covenant which relate to Neighborhoods so designated within the Development.

5. **Development Area Subject to the Development Area Declaration**. The Development Area is hereby made subject to the terms and provisions on the Development Area Declaration. The terms and provisions of the Development Area Declaration apply to the Development Area.

6. **Minimum Square Footage**. Notwithstanding any provision to the contrary in the Development Area Declaration, including but not limited to *Section 3 17* thereof, unless otherwise approved in writing by the WildHorse Reviewer, the total square footage for each residence within the Development Area, exclusive of open or screened porches, terraces, patios, decks, garages and accessory buildings, will be a minimum of 1,500 square feet and a maximum of 3,800 square feet.

7. **Miscellaneous**. This notice constitutes a notice of applicability under *Section 9 05* of the Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Covenant.

8. **Amendment and Restatement. This Notice amends and restates in its entirety the WildHorse Notice of Applicability [Heritage Point at Wildhorse Ranch Section 2], recorded as Document No. 2019056957, Official Public Records of Travis County, Texas.**

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

TITAN TEXAS DEVELOPMENT, LLC,
a Delaware limited liability company,
doing business as HOM Titan Development, LLC

By: _____
William A. Peruzzi, Manager

THE STATE OF PENNSYLVANIA §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this 3rd day of MARCH, 2020, by William A. Peruzzi, Manager of Titan Texas Development, LLC, a Delaware limited liability company, doing business as HOM Titan Development, LLC, on behalf of said limited liability company.

_____
Notary Public, State of Pennsylvania

(seal) **SEAL**

Commonwealth of Pennsylvania - Notary Seal
ALICIA F MCCLUNG - Notary Public
Montgomery County
My Commission Expires Jun 16, 2023
Commission Number 1291318

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction because of illegibility, carbon or photocopy, discolored paper, etc All blockouts additions and changes were present at the time the instrument was filed and recorded

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Dana DeBeauvoir, County Clerk
Travis County, Texas
Mar 06, 2020 11:56 AM
Fee: $38.00 **MEDINAE**

2020037676

{W0952241 1}

AFTER RECORDING RETURN TO:

DWYER REALTY
9900 HWY 290 E
MANOR, TX 78653

31 pgs 2020037677

WILDHORSE

RESIDENTIAL DESIGN GUIDELINES

[HERITAGE POINT AT WILDHORSE RANCH SECTION 2]

Travis County, Texas

Adopted:

TITAN TEXAS DEVELOPMENT, LLC,
a Delaware limited liability company,
doing business as HOM Titan Development, LLC

By. _____
William A Peruzzi, Manager

THE STATE OF PENNSYLVANIA §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this 3RD day of MARCH, 2020, by William A Peruzzi, Manager of Titan Texas Development, LLC, a Delaware limited liability company, doing business as HOM Titan Development, LLC, on behalf of said limited liability company.

_____
(seal) Notary Public, State of Pennsylvania

Adopted by Titan Texas Development, LLC in accordance with the WildHorse Master Covenant, recorded as Document No. 2018004152, Official Public Records of Travis County, Texas (the "Covenant"). In accordance with Section 6.04(b) of the Covenant, these Residential Design Guidelines may be amended from time to time by the WildHorse Reviewer (as defined in the Covenant).

Commonwealth of Pennsylvania - Notary Seal
ALICIA F MCCLUNG - Notary Public
Montgomery County
My Commission Expires Jun 16, 2023
Commission Number 1291318

Introduction

Any notice or information required to be submitted to WildHorse Reviewer under these Residential Design Guidelines will be submitted to the WildHorse Reviewer, at 9900 Highway 290 East, Manor, Texas 78653, Attn: Peter A. Dwyer, Phone: (512) 327-7415, Fax (512) 327-5819

Background

WildHorse is a master planned community located in Travis County, Texas, which is or shall be made subject to the terms and provisions of the WildHorse Master Covenant, recorded in the Official Public Records of Travis County, Texas (the "**Covenant**"), and a Development Area Declaration for each particular Development Area (the "**Development Area Declaration**") upon the recording of one or more Notices of Applicability in accordance with *Section 9 05* of the Covenant. The Covenant and each Development Area Declaration includes provisions governing the construction of improvements and standards of maintenance, use and conduct for the preservation of the WildHorse community.

WildHorse Reviewer and Review Authority

Article 6 of the Covenant includes procedures and criteria for the construction of improvements within WildHorse community. Section 3 01 of the Development Area Declaration provides that any and all Improvements must be erected, placed, constructed, painted, altered, modified or remodeled in strict compliance with the requirements of the Design Guidelines, and Section 6.03 of the Covenant and Section 3.01 of the Development Area Declaration provide that no Improvements may be constructed without the prior written approval of the WildHorse Reviewer.

The WildHorse Reviewer consists of members who have been appointed by Titan Texas Development, LLC, a Delaware limited liability company, doing business as HOM Titan Development, LLC ("**Declarant**"). As provided in Article 6 of the Covenant, Declarant has a substantial interest in ensuring that Improvements within the WildHorse development maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the community, and as a consequence thereof, the WildHorse Reviewer acts solely in Declarant's interest and shall owe no duty to any other Owner or the WildHorse Master Community, Inc (the "**Association**")

Declarant has adopted these Residential Design Guidelines to apply to the following portions of the WildHorse community, together with such additions thereto and subtractions therefrom as may be made from time to time in accordance with the terms of the Covenant and these Residential Design Guidelines:

> **Heritage Point at Wildhorse Ranch Section 2, a subdivision of record in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201700269 in the Official Public Records of Travis County, Texas.**

These Residential Design Guidelines will apply only to Lots within a Development Area which will be used for residential purposes.

Governmental Requirements

Governmental ordinances and regulations are applicable to all Lots within WildHorse, including, but not limited to, federal, state, county, and local requirements, universal building codes, if adopted, as well as. (1) those certain obligations and requirements set forth in that certain Ordinance No. 020214-28, adopted on February 14, 2002 by the City Council of the City of Austin (the "**City**"), as the same may be amended and modified from time to time (the "**PUD Ordinance**"), and (2) those certain rules, regulations and requirements of the WildHorse Public Improvement District or any other public improvement district created or to be created which govern all or a portion of WildHorse (the "**PID**").

It is the responsibility of each Owner to obtain all necessary permits and inspections and to comply with all Applicable Law (as further defined in the Covenant) Compliance with these Residential Design Guidelines is not a substitute for compliance with the PUD Ordinance, other applicable ordinances and regulations, other requirements set forth in the Documents, or as may be further required by the City or the PID. Please be advised that these Residential Design Guidelines do not list or describe each requirement which may be applicable to a Lot within WildHorse. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans to the WildHorse Reviewer for approval Furthermore, approval by the WildHorse Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot Certain encumbrances may benefit parties whose interests are not addressed by the WildHorse Reviewer

The WildHorse Reviewer shall bear no responsibility for ensuring plans submitted to the WildHorse Reviewer comply with Applicable Law. It is the responsibility of the Owner to secure any required governmental approvals prior to construction on such Owner's Lot.

Interpretation

In the event of any conflict between these Residential Design Guidelines, the Covenant or the Development Area Declaration, the Covenant and Development Area Declaration shall control (in that order) Capitalized terms used in these Residential Design Guidelines and not otherwise defined in this document shall have the same meaning as set forth in the Covenant

Amendments

During the Development Period, Declarant, acting alone, may amend these Residential Design Guidelines Thereafter, the WildHorse Reviewer, acting alone, may amend these Residential Design Guidelines All amendments shall become effective upon recordation in the Official Public Records of Travis County, Texas Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that they have the most current edition of the Design Guidelines and every amendment thereto.

Architectural Review Process

Objective

The objective of the review process is to promote aesthetic harmony in the community by providing for compatibility of specific designs with surrounding buildings, the environment and the topography The review process strives to maintain objectivity and sensitivity to the individual aspects of design.

Submittals

Requests for approval of proposed construction, landscaping, or exterior modifications must be made by submitting the information and materials outlined in the Plan Review Process, set forth herein.

Timing

The WildHorse Reviewer will attempt to review all applications and submittals within thirty (30) days. Please allow at least thirty (30) days prior to installation or construction for the WildHorse Reviewer to review the related applications Please be advised that in the event that any plans and specifications are submitted to the WildHorse Reviewer and the WildHorse Reviewer fails to either approve or reject such plans and specifications for a period of thirty (30) days following such submission, the plans and specifications will be deemed disapproved.

Responsibility for Compliance

An applicant is responsible for ensuring that all of the applicant's representatives, including the applicant's architect, engineer, contractors, subcontractors, and their agents and employees, are aware of these Residential Design Guidelines and all requirements imposed by the WildHorse Reviewer as a condition of approval.

Inspection

Upon completion of all approved work, the Owner must notify the WildHorse Reviewer. The WildHorse Reviewer may, but shall in no event be obligated to, inspect the work at any time to verify conformance with the approved submittals.

Architectural and Aesthetic Standards

Plan Repetition

The WildHorse Reviewer may, in its sole and absolute discretion, deny a plan or elevation proposed for a particular Lot if a substantially similar plan or elevation exists on a Lot in close proximity to the Lot on which the plan or elevation is proposed The WildHorse Reviewer may adopt additional requirements concerning substantially similar plans or elevations constructed in proximity to each other

For Example·

- *Plan can be repeated every third Lot (example Plan A, Plan B, Plan C, and Plan A)*

Plan A	Plan B	Plan C	Plan A
Plan D	Plan E	Plan F	Plan B

- *Across the Street Same plan cannot be placed on a Lot across the street or diagonal from any other plan (example above Plan B)*

Brick Color and Masonry Stone Repetition

The WildHorse Reviewer may, in its sole and absolute discretion, deny proposed brick or masonry for a particular Lot if substantially similar brick or masonry exists on a Lot in close proximity to the Lot on which the brick or masonry is proposed. The WildHorse Reviewer may adopt additional requirements concerning substantially similar brick or masonry constructed in proximity to each other.

For Example.

- *Similar brick or masonry can be repeated every third Lot (example Plan A, Plan B, Plan C, and Plan A)*

Brick A	Brick B	Brick C	Brick A
Brick D	Brick E	Brick F	Brick B

- *Across the Street Same brick or masonry cannot be placed on a Lot across the street or diagonal from any other brick or masonry (example above Brick B)*

Building Materials

See applicable Development Area Declaration

Masonry Requirements

See applicable Development Area Declaration

Aesthetic Appeal

The WildHorse Reviewer may disapprove the construction or design of a home on purely aesthetic grounds Any prior decisions of the WildHorse Reviewer regarding matters of design or aesthetics shall not be deemed to have set a precedent if the WildHorse Reviewer feels that the repetition of such actions would have any adverse effect on the community.

On Lots greater than 60 feet wide, as determined by the WildHorse Reviewer, the house plan width must be no smaller than 58% of the width of the Lot, unless otherwise approved in advance by the WildHorse Reviewer

Siting/Setbacks

Unless more restrictive setbacks are shown on the Plat or required by the City pursuant to the PUD Ordinance or otherwise, the following setbacks shall apply to each Lot other than a corner Lot, unless otherwise approved in advance by the WildHorse Reviewer·

- Front Lot line 25 feet
- Rear Lot line: 10 feet
- Side Lot line· 5 feet

Unless more restrictive setbacks are shown on the Plat or required by the City pursuant to the PUD Ordinance or otherwise, the following setbacks shall apply to each corner Lot, unless otherwise approved in advance by the WildHorse Reviewer.

- Front Lot line· 25 feet
- Rear Lot line 10 feet
- Side Lot line: Side of Lot adjacent to, or facing the street 15 feet
- Side Lot line Side of Lot adjacent to, or facing any other Lot 5 feet
- Corner lots that share a common side line with a landscape easement on the street side of the lot are only required to have a 5 foot setback from the landscape easement.

In the event of a dispute as to whether a Lot is considered a corner Lot hereunder, the determination of the WildHorse Reviewer shall be final and conclusive.

The WildHorse Reviewer must approve the encroachment of any flatwork, *i e* driveway, porch, etc over the side building setbacks

The WildHorse Reviewer reserves the right to stipulate additional building or Improvement setbacks attributable to any Lot The WildHorse Reviewer further reserves the right to grant variances to the setbacks set forth herein in accordance with the Covenant, as determined in the sole and absolute discretion of the WildHorse Reviewer.

Temporary/Accessory Structures

Owners will generally be permitted to erect one (1) accessory structure on their Lot providing the accessory structure, such as a pool cabana, garden building, storage building, or home office **is approved in advance by the WildHorse Reviewer and** otherwise complies with the applicable Development Area Declaration In no event will the total square footage of any approved accessory structure be interpreted to reduce the minimum square footage requirements of the principal residential structure as set forth in the applicable Development Area Declaration or these Residential Design Guidelines.

Unless otherwise approved in advance and in writing by the WildHorse Reviewer, an accessory structure (i) may not exceed eight feet (8') in height as measured from the finished grade of the Lot to the highest portion of the accessory structure, (ii) may be no greater than eight feet by eight feet (8' x 8') as measured by the dimensions of the foundation of the accessory structure; (iii) the exterior of the outbuilding must be constructed of wood or masonry; (iv) may not be constructed of metal or plastic, (v) must utilize roof materials that match the roof materials incorporated into the principal residential structure constructed on the Lot, (vi) have a pitched roof of the same pitch the principal residential structure constructed on the Lot; (vii) the siding must be of at least the same quality/color as that used on the principal residential structure constructed on the Lot; (viii) the paint must match the color of the trim of the principal residential structure constructed on the Lot, (ix) the shingles must be either the same as on the principal residential structure constructed on the Lot or wood shake shingles; and (x) no accessory structure may be located nearer than five feet (5') to an interior lot line

Temporary storage structures also known as "pods" are allowed with the prior written approval of the Association Management office provided that·

- Structure is located in the driveway of the Lot, and
- Structure is not placed on any Lot for more than seven (7) days

The WildHorse Reviewer shall be entitled to determine, in its sole and absolute discretion, whether a structure or shed on any Lot complies with the foregoing requirements relating to size, height, fence enclosure and construction materials No accessory structure will be approved unless a principal residential structure has been constructed on the Lot or the accessory structure is being constructed at the same time as the principal residential structure The WildHorse Reviewer may adopt additional requirements for any accessory structure on a case by case basis as a condition to approval

Prohibited Elements

The following architectural elements are prohibited within WildHorse unless expressly approved in writing by the WildHorse Reviewer

Roofs

- Excessively pitched roofs
- Mansard, gambrel or chalet roofs
- Flat roofs (less than 3 12)
- Non-dimensional or three tab composition shingles
- Roofs that are too steep or too shallow for the style of the home.
- Shed roofs except as incidental to the main roof

Design Elements

- Stove-pipe chimneys, unnecessarily prominent chimneys and other roof penetrations.
- Skylights facing the street
- White or bubble skylights
- Mirrored glass

Materials and Colors

- Wood siding (wood siding accents may be permitted if approved by the WildHorse Reviewer)
- Cultured stone.
- Glossy metal and/or reflective materials or bright colors
- Natural or silver Galvalume

Window Coverings

- Foil in any window of the home.
- Non-permanent window coverings such as butcher paper, sheets, blankets, newspaper, etc
- Temporary coverings may, however, be allowed for a period not to exceed 90 days following the date of closing.

Building Height

Proposed building height must be compatible with adjacent structures and be compatible with existing or anticipated structure heights on Lots located above or below the Lot in which the proposed residence will be constructed and must be approved in writing by the WildHorse Reviewer, prior to commencement of construction Unless otherwise approved in advance by the WildHorse Reviewer, no building or residential structure may exceed thirty five feet (35') in height as measured from the finished grade of the Lot to the highest portion of the proposed Improvement In addition, the height of any eave on any structure may not exceed thirty-four feet (34') above the natural grade (as measured from the center point of the home finished floor elevation) at any point on the exterior wall of the residence.

Views are neither guaranteed, preserved, nor protected within WildHorse.

Room Additions

Any room additions must be approved in writing by the WildHorse Reviewer

Additions to the home may be considered if they meet the following:

- No garage can be permanently enclosed for habitation unless approved in advance by the WildHorse Reviewer
- All materials used match those of the home, including siding, brick, windows, and paint color, shingles, etc
- Sunrooms will be considered
- Screened Porches will be considered on a case by case basis and must meet the following minimum acceptable standards.

- The porch and related improvements must be compatible with the architectural elements of the existing house Paint colors and materials must match those of the principal residential structure.
- Design should reflect consideration for any adverse impact of neighboring properties.
- Screened porches shall be located in back yard only The screened porch shall not encroach on any easement or building line
- Screened porch shall be attached to the principal residential structure
- Free standing screened porches are not permitted.
- Supplemental landscaping may be required as part of the WildHorse Reviewer review
- Roof of screened porch shall be solid decking shingled to match the principal residential structure.

Square Footage

The minimum and maximum square footage for each residence is set forth in the applicable Development Area Declaration

Greenbelt/Open Space Lots

"Greenbelt/Open Space Lots" shall refer to Lots/land that has not been developed, whether it is owned by Declarant, a Homebuilder, the Association or other property Owner and is not intended for use as a single family Lot These areas are to be considered as private property and trespassing is prohibited Lots Adjacent to Greenbelt/Open Space Lots must comply with all of the following requirements.

- The boundary between the Lot and the Greenbelt/Open Space Lots must be fenced in a manner approved in advance by the WildHorse Reviewer
- The fence must be 6 feet in height and be built of "black powder coated" wrought iron or other decorative metal of a color and style specified by the WildHorse Reviewer.
- Gates will be permitted into a Greenbelt/Open Space Lot.
- Backyards must be fully sodded with at least two 3" caliper hardwood trees installed by the Owner.
- Sheds or outbuildings adjacent to Greenbelt/Open Space Lots will be considered on a case by case basis by the WildHorse Reviewer. No sheds or outbuildings shall be permitted on Lots adjacent to any roadway that back up to a greenbelt and have wrought iron fencing
- At no time are Greenbelt/Open Space Lots to be used for ingress/egress or storage
- Greenbelt/Open Space Lots should remain in their natural state. No removal or trimming of trees is permitted

Non-compliance with the above requirements will result in an immediate fine as outlined in the Schedule of Fines included in these Residential Design Guidelines

Roofs and Chimneys

The pitch, color and composition of all roof materials must be approved in writing by the WildHorse Reviewer Roof vents and other penetrations shall be as unobtrusive as possible and must match the principal color of the roof unless approved in advance by the WildHorse Reviewer.

- Accepted Roof Pitch The roof of the primary residence erected on a Lot and any sheds and outbuildings shall have a pitch of no less than 4:12, unless otherwise approved in advanced by the WildHorse Reviewer The roof pitch of dormers, porches and other similar accessory structures attached to the primary residence shall be exempt from this requirement, but nonetheless subject to approval by the WildHorse Reviewer.

- Accepted Roof Materials. Except as otherwise approved by the WildHorse Reviewer, roofing materials shall be limited to thirty (30) year dimensional fiberglass shingles in a "weathered wood" color and shall be expressly approved by the WildHorse Reviewer

- Chimneys Chimney style must be appropriate for the style of the home and may be brick or other masonry matching with the same permitted colors and materials as permitted on the body of the house, provided, however, that any chimney located on the interior portion of the roof may also include cementitous materials solely or in addition to the brick or other masonry.

Driveways and Sidewalks

The design, construction materials, and location of: (i) all driveways and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved in advance by the WildHorse Reviewer.

All driveways shall be surfaced with brushed concrete (in some sections this may also be exposed aggregate and/or salt finish). Asphalt driveways are prohibited

Aggregate driveways are prohibited. Each Lot is permitted only one driveway access from the street and driveways on corner lots abutting a cul-de-sac and another roadway must access off the cul-de-sac Drives shall intersect the street at as close to 90 degrees as possible.

Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the curb and property line as wells as the driveway area between the property line and the garage

If the driveway is raised significantly above finished grade (which will be determined by the WildHorse Reviewer is its sole and absolute discretion), the exposed sides of the driveway must be screened with landscaping approved in advance by the WildHorse Reviewer.

Where driveways conflict with Pedestrian Sidewalks (as defined below), curbs must be saw cut and handicap ramps installed. Handicap ramps must be constructed to comply with all Texas Department of Licensing and Regulation Architectural Barriers Texas Accessibility Standards ("**TDLR Accessibility Standards**") and Americans with Disabilities Act ("**ADA**") requirements

Each Owner of a Lot must build or cause to be built on such Owner's Lot, in a location designated by the WildHorse Reviewer, a concrete sidewalk complying with the specifications set forth in the applicable plat, approved subdivision plans, the Documents, or any other requirement in conjunction with and at the time of construction of the residence constructed on such Lot In constructing such sidewalk, each Owner shall be obligated to comply with Applicable Law, including any applicable requirements of the TDLR Accessibility Standards and the ADA Sidewalks that run generally parallel with the street and are considered part of the overall community sidewalk or trail system are "**Pedestrian Sidewalks.**" Pedestrian Sidewalks must be constructed in accordance with the approved subdivision plans and shall be surfaced with brushed concrete The portion of sidewalk that may connect from the Pedestrian Sidewalk to the

home is called the "**Lead Walk**" Lead Walks may be surfaced with brushed concrete or other surfaces as may be approved by the WildHorse Reviewer Sidewalks from the driveway to the residence shall have the same pattern and material as the driveway.

Arbors/Pergola/Patio Covers

All arbors, pergolas and patios covers shall be approved in advance of construction by the WildHorse Reviewer

Arbors and patio covers must meet the following·

- Shall not exceed ten feet (10') in height.
- Be of cedar or a wood that is painted to match the principal residential structure constructed on the Lot. (All other materials will be reviewed on a case by case basis)
- If roof is solid cover the shingles must match the principal residential structure constructed on the Lot
- Lattice on the arbor will be considered on a case by case basis.
- Approved stain color is Behr Natural #501. Behr brand is not required, but color should match

Decks

All decks shall be approved in advance of construction by the WildHorse Reviewer

Backyard deck additions must be of cedar or a wood that is painted or stained to match the principal residential structure constructed on the Lot (All other materials will be reviewed on a case by case basis)

Exterior Lighting

Exterior lighting must be approved in advance by the WildHorse Reviewer Exterior lighting will be kept to a minimum, but consistent with good security practices.

No exterior light whose direct source is visible from a street or neighboring property or which produces excessive glare to pedestrian or vehicular traffic will be allowed

Exterior lighting should use cut off fixtures that promote dark sky principles Exterior mounted lamp housings must shield lamp (maximum 75 watts) from view and direct light Housing must be at least eight inches (8") long, extend at least three inches (3") beyond lamp, and have a maximum angle from the wall of the structure of thirty (30) degrees Decorative or lantern fixtures shall have a maximum of forty-five (45) watts per fixture.

The number of exterior light fixtures for each house and the landscape may be limited in order to prevent excessive lighting When the lighting is being installed on the site, a night time inspection and written approval may be required prior to final installation

Use of other than white or color corrected high intensity lamps and exterior lights (except holiday lighting which may not be installed more than twenty-one (21) days before a holiday and must be removed no more

than fourteen (14) days after the holiday) will not be allowed Sodium, mercury vapor, or bare HID yard lights are not allowed

Exterior Holiday Decorations

Lights or decorations may be erected on the exterior of residential structure in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners All lights and decorations must not be permanent fixtures of the home without prior written approval of the WildHorse Reviewer and shall be removed within thirty (30) days after the holiday has ended Christmas decorations or lights may not be displayed prior to November 15

Miscellaneous

HVAC Screening

Air conditioning compressors and pool equipment shall be enclosed by a structural screening element constructed of materials approved in advance by the WildHorse Reviewer

Barbecue Grills

Freestanding barbecue grills are permitted only if they are stored and used in the rear yard space of the Lot that is not visible from the street.

Signage

The signage requirements are set forth in the applicable Development Area Declaration.

Address Markers and Mailboxes

Address markers must be readily visible from the street. The painting of addresses on the curb is not allowed. Centralized mailbox units will be provided in the community for mail pick-up and delivery

Flags and Flagpoles

Approval Not Required. In accordance with the general guidelines set forth in this section, an Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). Only two (2) permitted Flagpoles are allowed per residence A Permitted Flag or Permitted Flagpole need not be approved in advance by the WildHorse Reviewer

Approval Required. Approval by the WildHorse Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any residential Lot ("**Freestanding Flagpole**"). The WildHorse Reviewer is not responsible for: (i) errors in or omissions in the application submitted to the WildHorse Reviewer for approval; (ii) supervising installation or construction to confirm

compliance with an approved application, or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws

Approval Application. To obtain WildHorse Reviewer approval of any Freestanding Flagpole, the Owner shall provide the WildHorse Reviewer with the following information: (a) the location of the flagpole to be installed on the property, (b) the type of flagpole to be installed; (c) the dimensions of the flagpole, and (d) the proposed materials of the flagpole (the "**Flagpole Application**") A Flagpole Application may only be submitted by an Owner UNLESS the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Flagpole Application

Approval Process The decision of the WildHorse Reviewer will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements A Flagpole Application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to these guidelines when considering any such request

Each Owner is advised that if the Flagpole Application is approved by the WildHorse Reviewer, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval, and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the WildHorse Reviewer may require the Owner to. (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of these guidelines and may subject the Owner to fines and penalties. Any requirement imposed by the WildHorse Reviewer to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner's sole cost and expense.

Installation. Display and Approval Conditions. Unless otherwise approved in advance and in writing by the WildHorse Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following.

- No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per residential Lot, on which only Permitted Flags may be displayed;

- Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height,

- Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5'),

- With the exception of flags displayed on common area owned and/or maintained by the Association and any Lot which is being used for marketing purposes by a builder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag

of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code,

- The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;
- Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling,
- A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed,
- Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property, and
- Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole

Solar Energy Devices and Energy Efficient Roofing

Approval by the WildHorse Reviewer is required prior to installing a Solar Energy Device or Energy Efficient Roofing (as defined below) The WildHorse Reviewer is not responsible for (i) errors in or omissions in the application submitted to the WildHorse Reviewer for approval; (ii) supervising the installation or construction to confirm compliance with an approved application, or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

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

An "**Energy Efficiency Roofing**" means shingles that are designed primarily to: (a) be wind and hail resistant, (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles, or (c) provide solar generation capabilities

Solar Energy Device Procedures and Requirements:

During the Development Period under the terms and provisions of the Master Covenant, the WildHorse Reviewer need not adhere to the terms and provisions of these Solar Device guidelines and may approve, deny, or further restrict the installation of any Solar Device.

Approval Application. To obtain WildHorse Reviewer approval of a Solar Energy Device, the Owner shall provide the WildHorse Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device, and (ii) a description of the Solar Energy Device, inducting the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application.

Approval Process. The decision of the WildHorse Reviewer will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. The WildHorse Reviewer will approve a Solar Energy Device if the Solar Application complies with the Approval Conditions Paragraph below **UNLESS** the WildHorse Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with the Approval Conditions Paragraph, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities The WildHorse Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Notwithstanding the fore going provision, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with the Approval Conditions Paragraph. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to these guidelines when considering any such request.

Each Owner is advised that if the Solar Application is approved by the WildHorse Reviewer, installation of the Solar Energy Device must· (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval, and (iii) be diligently prosecuted to completion If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the WildHorse Reviewer may require the Owner to. (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property, or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application Failure to install a Solar Energy Device in accordance with the approved Solar Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of these guidelines and may subject the Owner to fines and penalties. Any requirement imposed by the WildHorse Reviewer to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the Owner's sole cost and expense.

Approval Conditions Unless otherwise approved in advance and in writing by the WildHorse Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following

- The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the WildHorse Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the WildHorse Reviewer. If the Owner desires to contest the alternate location proposed by the WildHorse Reviewer, the Owner should submit information to the WildHorse Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria H the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

- If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline, (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline, (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

Energy Efficient Requirements:

The WildHorse Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community, (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property.

An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Master Covenant. In conjunction with any such approval process, the Owner should submit information which will enable the WildHorse Reviewer to confirm the criteria set forth in the previous paragraph.

Rainwater Harvesting Systems

Approval by the WildHorse Reviewer is required prior to installing rain barrels or rainwater harvesting system on a residential Lot (a "**Rainwater Harvesting System**"). The WildHorse Reviewer is not responsible for: (i) errors in or omissions in the application submitted to the WildHorse Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved application, or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws

Approval Application To obtain WildHorse Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the WildHorse Reviewer with the following information (i) the proposed installation location of the Rainwater Harvesting System, and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**") A Rain System Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Rain System Application

Approval Process. The decision of the WildHorse Reviewer will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to these guidelines when considering any such request

Each Owner is advised that if the Rain System Application is approved by the WildHorse Reviewer, installation of the Rainwater Harvesting System must. (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Rain System Application to be installed in accordance with the approved Rain

System Application, the WildHorse Reviewer may require the Owner to. (i) modify the Rain System Application to accurately reflect the Rain System Device installed on the property; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application Failure to install a Rain System Device in accordance with the approved Rain System Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of these guidelines and may subject the Owner to fines and penalties. Any requirement imposed by the WildHorse Reviewer to resubmit a Rain System Application or remove and relocate a Rain System Device in accordance with the approved Rain System shall be at the Owner's sole cost and expense.

Approval Conditions Unless otherwise approved in advance and in writing by the WildHorse Reviewer, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following

- The Rain System Device must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the WildHorse Reviewer.

- The Rain System Device does not include any language or other content that is not typically displayed on such a device.

- The Rain System Device is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street

- There is sufficient area on the Owner's Lot to install the Rain System Device, as reasonably determined by the WildHorse Reviewer

- If the Rain System Device will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, common area, or another Owner's property, the WildHorse Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device See the Guidelines for Certain Rain System Devices Paragraph for additional guidance

Guidelines for Certain Rain System Devices If the Rain System Device will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, common area, or another Owner's property, the WildHorse Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to shield the Rain System Device from the view of any street, common area, or another Owner's property When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, common area, or another Owner's property, any additional regulations imposed by the WildHorse Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device, may not prohibit the economic installation of the Rain System Device, as reasonably determined by the WildHorse Reviewer.

Landscape Guidelines

Landscape

Plans. All landscaping for each homesite must be approved in writing by the WildHorse Reviewer prior to installation. There shall be no revisions made to approved landscape plans without submission to, and approval by, the WildHorse Reviewer of the revised plans The WildHorse Reviewer reserves the right to require additional landscaping for pools, cabanas and other hardscape elements that may be constructed after completion of the principal residential structure and associated landscaping. Landscape plans must include vegetative screening for above ground utility connections visible from the street or adjacent properties. Hardscape elements in the landscaping must be in scale with the principal residential structure and associated structures

Materials. All introduced vegetation shall be used to achieve the landscape intent according to the approved plans All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or sodded grasses which are commonly used in South Central Texas for landscaping purposes and which are approved by the WildHorse Reviewer An emphasis should be placed on utilizing native plants that are drought tolerant as well as deer resistant. Each Lot shall be landscaped, at a minimum, with: (a) full sodded front and side yards (in front of fences); (b) full sodded back yards, (c) two (2) hardwood shade trees that are no smaller than three inch (3") caliper on all Lots other than corner Lots and four (4) hardwood shade trees that are no smaller than three inch (3") caliper on all corner Lots (with two [2] in the front portion of the Lot and two [2] in the side of the Lot adjacent to the street), and (d) ten (10) shrubs sized five (5) gallons or more Trees and other foliage over three feet (3') tall need WildHorse Reviewer approval The approved plans must include permanent sodded grass or "ground cover" in all sodded areas Ground cover is defined as a planting of low plants (such as ivy) that covers the ground in place of turf. Rock, stone, or crushed rock or stone are not acceptable for use as a ground cover other than in flowerbed or walkway areas. Winter rye shall be considered a temporary measure to reduce soil erosion through the winter season in connection with new construction on a Lot As a condition of completion of the required landscaping for a Lot in connection with new construction, any winter rye turf areas shall be completely replaced with sodded grass according to the approved plans.

Installation. Landscaping in accordance with the approved plans shall be installed within ten (10) days after completion of construction of the residence on a Lot, provided, however, that backyards must be fully sodded by the Owner within thirty (30) days after acquiring occupancy of the Lot for residential purposes. Modifications of existing landscaping must be completed within fourteen (14) days of commencement Extensions to the time limit may be granted by the WildHorse Reviewer for up to an additional thirty (30) days on a case by case basis. All Owners are required to landscape front yards, side yards, and adjacent to building foundations within thirty (30) days after acquiring their Lot.

Maintenance After installation, landscaping (including temporary landscaping) shall be properly maintained at all times. Four-inch (4") caliper trees and shrubs should be pruned to avoid blocking clear view of signs, address marker, illumination by light fixtures, the flow of air vents and air conditioner compressors as well as pedestrian and vehicular traffic St Augustine grass should be maintained at a height of two and one-half inches (2 ½"). Bermuda and Buffalo grass should be maintained at the height of two to two and one-half inches (2 – 2 ½") Mowing heights may need to be altered to prevent scalping in the event of an uneven grade Grass will be trimmed away from sidewalks, building, planted areas and other obstacles. It is suggested that line trimmers, mechanical edger and chemicals are employed to keep a neat, tidy appearance.

Gardens, Sculptures and Fountains Any Owner who wishes to plant one or more gardens upon their Lot must obtain the approval of the WildHorse Reviewer of any such garden and must follow applicable requirements as to size of the Lot, visibility of the Lot from other Lots, streets or common areas, and such other matters as the WildHorse Reviewer may specify in any written approval. Sculptures and fountains are subject to approval by the WildHorse Reviewer

Notwithstanding any requirements to the contrary, Owners shall comply with all applicable governmentally imposed water use restrictions and shall be granted appropriate relief from any specific requirement set forth in these Residential Design Guidelines that cannot reasonably be complied with, as determined by the WildHorse Reviewer, as a result of such water use restrictions

Tree Protection

Protection and preservation of trees is of significant importance to the aesthetics of the community and the environment of WildHorse

Vegetative Fencing. Whenever possible and economically feasible, all trees should be preserved and protected during construction with vegetative fencing.

Tree Removal As used herein, the "Building Envelope" shall be defined as the area of the Lot that is allowed for construction of improvements as defined by the setbacks of the Lot A "Specimen Tree" is defined as a tree that is healthy and with a uniform canopy, excluding Junipers and Mesquite In the area outside the Building Envelope, a Specimen Tree that is 9" or larger in diameter is measured 24" off the ground must be flagged and approved in writing by the WildHorse Reviewer prior to removal

Oak Wilt. Sound horticultural practices, as recommended by the Texas Forest Service, are required to prevent the establishment or spread of oak wilt. Specific requirements include

- Tree pruning tools and blades shall be sterilized prior to and between cutting any oak trees.
- Oak tree pruning is discouraged from February 1st to June 15th.
- Pruned trees and/or wounds shall be immediately protected with tree paint (approved example· Treekote Tree Compound).
- All firewood shall be covered

Xeriscape Guidelines

Xeriscaping refers to landscaping and gardening in ways that reduce or eliminate the need for supplemental water from irrigation It is promoted in regions that do not have easily accessible, plentiful, or reliable supplies of fresh water Common elements in xeriscaping are the reduction of lawn grass or sodded areas (since lawn grass is often one of the worst offenders against water conservation), and the installation of indigenous plants that are adapted to the local climate and consequently require less water

Any homeowner interested in replacing a standard sod lawn by xeriscaping with native groundcovers, plants, or mulch must submit a landscape plan before removing any sod or installing any plant material. All plans will be reviewed on a case by case basis and must conform to the guidelines

The WildHorse Board of Directors has adopted the following xeriscaping guidelines for the community·

- Large areas may not be composed of a single material, i e bare mulch/rock is not allowed unless interspersed with plants.
- Allow variances for xeriscaping as long as 50% of front yard area is turfed and all other guidelines below are met.
- Non-turf planted areas must be bordered to define the xeriscaped area clearly from turfed areas
- Xeriscaped areas must be kept maintained at all times (plants trimmed and thinned, weeded, and borders edged) to ensure a reasonably attractive appearance
- No boulders or large rocks exceeding 12" in height may be used on the narrow strips between public sidewalks and the street curb.
- No plants may encroach onto or over public sidewalks
- No plant with thorns, spines, or sharp edges can be used within 6' of the public sidewalks

Residents are encouraged to consider converting the sidewalk strip areas (between sidewalk and curb) from turf grasses to xeriscaped areas as these areas are difficult to water This area may be composed of a combination of river rock, crushed granite, and include native plantings.

Lawn Furniture, Decorations, and Garden Maintenance Equipment

Lawn furniture, including swings/chairs/benches in good repair are allowed on front porches, but must be incorporated into a landscape theme if visible from other Lots. Swings and or benches are not allowed on driveways/front lawns etc. unless specifically approved for placement by the WildHorse Reviewer.

A birdbath of a standard size is acceptable without prior written approval from the WildHorse Reviewer

Notwithstanding exterior holiday decorations, plastic lawn decorations and artificial plants are not acceptable in the front yard of the lot including pink flamingos, animals, or other plastic designs/statues

Lawn mowers, edgers, wheelbarrows, etc. may not be left out in view of other Lots except when in use Bulk/bag material (mulch, topsoil, etc) may not be left out in view for longer than ten (10) days.

Irrigation

An irrigation system is required for all residences. Plans for irrigation systems must be included in the landscape plan that is submitted for approval to the WildHorse Reviewer.

Full yard programmable irrigation systems may be required to be installed on a Lot by the WildHorse Reviewer Any approved irrigation systems must be installed and maintained pursuant to all water requirements of the City, as well as any applicable Texas Commission on Environmental Quality ("**TCEQ**") regulations

Each Owner is advised that TCEQ regulations require the installation of a backflow prevention device at any connection to a public drinking water supply. If a backflow prevention device is required, the Owner will be obligated to have performed a yearly inspection by a licensed TCEQ Backflow Prevention Assembly Tester

The use of drip irrigation is encouraged. Irrigation sprinkler systems must use heads that emit large drops rather than a fine mist. All irrigation systems shall be zoned based on plat watering requirements.

Drought management plans may be implemented by the WildHorse Reviewer

Landscape Inspection

The WildHorse Reviewer may, upon the Owner's completion of the installation of landscaping, conduct an on-site inspection of the property to ensure compliance with the approved plan

Drainage

Responsibility for proper site drainage rests with the Owner There shall be no interference with the established drainage patterns over any of the Development Area, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision has been certified by a professional engineer and approved in advance by the WildHorse Reviewer Each Owner is solely responsible for correcting any change in water flow or drainage caused by the construction of Improvements on such Owner's Lot. No area drains are allowed to extend through the curb, and any area drain opening must be behind the curb within the Lot and cannot extend to the street or right-of-way All drainage improvements within a right-of-way must be submitted to the WildHorse Reviewer for consideration and must be constructed in accordance with stamped engineered plans by a licensed engineer. Drainage improvements must be maintained by each Owner unless maintenance has been accepted by the Association in a Recorded written instrument.

Fencing and Walls

The materials, height, location, and construction of all fences and walls must be approved in advance by the WildHorse Reviewer

Plans Plans submitted for fences or walls must be drawn on an accurate copy of the site plan

Lot Fencing. All Lots shall be fenced unless otherwise approved by the WildHorse Reviewer Fencing is required on the sides and rear of the Lot. Fencing of front yards is not permissible

Walls. Solid walls enclosing an entire site are not permitted. Masonry retaining walls must be approved in advance by the WildHorse Reviewer Courtyard walls that are architectural walls and designed for individual house plans will be considered for approval by the WildHorse Reviewer

Construction. All Lots shall have fencing of six feet (6') in height Except for fences along the boundary between a Lot and a greenbelt, drainage or open space area, which must be built of black coated wrought iron or other decorative metal of a color and style specified by the WildHorse Reviewer, all fences shall be constructed of cedar or other wood with a picket size of 1" x 6" and finished in a stain approved by the WildHorse Reviewer Shadowbox or "pallet" type fencing is prohibited The Fence must be located at least ten feet (10') from the front of the residence and no farther from the front of the residence than the midpoint of the residence. In the event of any dispute or disagreement as to the location of a fence on a Lot, the decision of the WildHorse Reviewer, in its sole and absolute discretion, will be final Fences facing an existing or proposed road, street or other public right-of-way must have the slats facing the street or

public right-of-way and be capped All other wood fencing must be "good neighbor fencing" (*i e*, fencing with the slats alternating by section of the fence where a "section" is a portion of the fence between support poles, with the slats in one section facing into the Lot and the slats in the next section facing outward from the Lot).

Stain. All side yard fences may only be stained using a stain that is approved in advance by the WildHorse Reviewer Any part of the fence that is visible from any street shall be routinely re-stained (no less than every four years) in the approved stain color and the WildHorse Reviewer and/or the Association shall have the right to re-stain such visible portion of the fence and charge the expense to the Owner pursuant to the terms and provisions of the Covenant.

Once any Lot that contains a model home is conveyed from either Declarant or a Homebuilder to an Owner, the fencing on such Lot must be modified to meet the fencing restrictions of this section

Pools, Spas and Hot Tub Plans

The plans and specifications for each swimming pool, spa and hot tub constructed on a Lot must be approved in writing and prior to construction by the WildHorse Reviewer

Plans All applications submitted to the WildHorse Reviewer for the approval of plans and specifications for swimming pools, hot tubs or spas must be accompanied by the applicable city permits for the construction of same. Any applications submitted to the WildHorse Reviewer, which do not include finalized construction permits from the applicable regulatory authority shall constitute an automatic rejection of the application The swimming pool, spa, or hot tub plan must be drawn on a copy of an accurate site plan and shall include specific indications of distances from the water containing basin(s) and surrounding slab walks to the lot lines and building setbacks No swimming pool, spa or hot tub will be approved unless a principal residential structure has been constructed on the Lot or the swimming pool, spa or hot tub is being constructed at the same time as the principal residential structure Approval of a swimming pool, spa and hot tub and/or associated Improvements by the WildHorse Reviewer will not constitute a determination by the WildHorse Reviewer that the swimming pool, spa and hot tub and/or associated Improvements comply with Applicable Law or that the swimming pool, spa and hot tub and/or associated Improvements are safe for use

In Ground Above-ground or temporary swimming pools are prohibited Self-contained above-ground hot tubs require approval by the WildHorse Reviewer. Swimming pools and accompanying spas shall be in-ground, or a balanced cut and fill, and shall be designed to be compatible with the site and the dwelling as determined in the sole and absolute discretion of the WildHorse Reviewer. Unless otherwise approved in writing by the WildHorse Reviewer, if the foundation or other vertical surface of the swimming pool will extend more than twenty-four inches (24") above the final grade of the Lot, the exposed foundation or vertical surface extending more than twenty-four inches (24") above the final grade will be finished in a manner that matches the exterior masonry of the residence. Application of the terms "front yard", "side yard", "foundation or other vertical surface", and/or "final grade" as to a specific Lot will be determined by the WildHorse Reviewer in its sole and absolute discretion. Unless otherwise approved in writing by the WildHorse Reviewer, associated swimming pool, spa, and hot tub improvements, such as rock waterfalls and slides, shall not be over six feet (6') in height

Screening, Fencing Each swimming pool constructed on a Lot must be entirely enclosed with a fence or similar structure which, at a minimum, satisfies all applicable governmental requirements The location, color and style of the fence or enclosure must be approved in writing and in advance of construction by the WildHorse Reviewer The WildHorse Reviewer may require that above ground spas and hot tubs visible from public view or from an adjacent street or Lot shall be skirted, decked, screened or landscaped in a manner which excludes pumps, plumbing, heaters, filters, etc from view Unless otherwise approved in writing by the WildHorse Reviewer, all maintenance equipment, including chemicals, plumbing fixtures, heaters, pumps, etc , associated with a swimming pool, spa or hot tub may not be visible from any adjacent street or Lot The WildHorse Reviewer may require an Owner to install additional screening as a pre-condition to the approval and construction of any swimming pool, spa, or hot tub

Location. No pool or deck may be closer than five feet (5') from any Lot line No swimming pool, spa and hot tub shall be located in the front or side yard on any Lot.

Drainage The drains serving a swimming pool, spa and hot tub must be connected to street drainage systems Unless otherwise expressly approved by the applicable governmental agency or utility service provider, no swimming pool, spa or hot tub shall be drained onto property other than the Lot on which the swimming pool, spa and hot tub is constructed

No access across another Lot, Common Area, Open Space, or greenbelt for the purpose of building or maintaining a swimming pool, spa, or hot tub is permitted without the prior written approval of the other property owner or the WildHorse Reviewer, in the case of Common Area, Open Space and/or greenbelt property

A construction deposit is required for all swimming pool, spa, or hot tub construction (except for any Homebuilder that has already provided a construction deposit for the construction of the home)

The WildHorse Reviewer may adopt additional requirements for any swimming pool, spa and hot tub and/or associated Improvements on a case by case basis as a condition to approval

Basketball Goals and Sporting Equipment

Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot or street or where same would be visible from an adjoining street or Lot without the prior written consent of the WildHorse Reviewer.

Permanent goals must meet the following criteria

- the metal pole must be permanently mounted into the ground to the side of the driveway in a full upright position 25' back from the curb,
- the pole, backboard and net must be maintained in good condition at all times; and
- poles may not be installed in front of the garage or facing into the street.

Portable goals will not be allowed unless the following criteria are met

- the goal must be placed to the side of the driveway and permanently installed to be flush with the ground and maintained at all times in a full upright position 25' back from the curb,
- the pole, backboard and net must be maintained in good condition at all times,
- poles may not be installed in front of the garage or facing the street;
- landscape barrier, such as small shrubs must screen the base of the goal,

- goals may not be rolled into the street or any other public right-of-way; and
- goals may not be maintained in front of the garage or facing into the street and must be stored in a garage or in the rear of the Lot (i e , out of public view) when not in use

The WildHorse Reviewer shall have the authority to establish additional guidelines for the placement and design of basketball goals, backboards, or any other similar sporting equipment and the same shall be kept and maintained out of view from any street, except in accordance with any such established guidelines

Playscapes and Sport Courts

Sport Courts and tennis courts are specifically prohibited on any Lot

Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the WildHorse Reviewer The WildHorse Reviewer may prohibit the installation of playscapes or similar recreational facilities on any Lot

Playscapes or any similar recreational facilities must comply with all the following requirements

- Must be located where the equipment will have minimum impact on adjacent Lots and be screened from public view.
- All playscapes or any similar recreational facilities equipment must be of earth tones colors, i.e , medium to dark greens, browns, and tans
- Bright primary colors will not be permitted
- Views of playscapes or any similar recreational facilities must be reduced from public streets and adjoining units whenever possible.
- Playscapes or any similar recreational facilities must not be located any closer to a property line than the established building setbacks
- Trampolines, whether portable or non portable must be placed no closer than five feet (5') to any property line
- Playscapes, playground equipment and trampolines are prohibited in the front yard
- Direct or indirect lighting of the playscape is prohibited

If approved, portable playscapes, including but not limited to, non-permanent and/or inflatable slides, moon bounces, water parks and above ground inflatable pools or kiddy pools (collectively "**Portable Playscapes**") must be stored in a screened area, the rear of the Lot, or inside the garage when not in use In no event, shall any Portable Playscapes be visible from or in the front of any Owner's Lot for any period of time exceeding twenty-four (24) consecutive hours.

Submittal Requirements:

- Completed Application
- Completed Architectural Review Process and Procedures
- Review Fee and Applicable Deposit
- Summary of the project
- Plant list with sizes and quantity at installation and maturity
- Location of proposed beds and defining border and material
- Drawing on your site plan or comparable plan which shows easements and setbacks, Location of existing trees, driveway and sidewalk

- Estimated completion date

Erosion Control and Construction Regulations

The following restrictions shall apply to all construction activities at WildHorse. It is the responsibility of all Owners and/or contractors to adhere to State and Federal stormwater runoff protection and prevention requirements that may be applicable to their construction activities and to obtain proper permits as may be required. Periodic inspections by a representative of the WildHorse Reviewer may take place in order to identify non-complying construction activities If items identified as not complying with the regulations are not remedied in a timely manner, fines will be levied

Erosion Control Installation and Maintenance

Upon written approval by the WildHorse Reviewer, it is the responsibility of each Owner to install erosion control measures prior to the start of construction and to maintain them throughout the entire construction process

Silt fencing installed to all applicable standards is required to be properly installed and maintained to protect the low sides of all disturbed areas, where stormwater will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site. The Owner should anticipate that built-up sediment will need to be removed from the silt fence after heavy or successive rains, and that any breach in the fencing will need to be repaired or replaced immediately.

If for any reason the silt fence is to be temporarily removed, please contact a representative of the WildHorse Reviewer prior to the removal.

Security

Neither the WildHorse Reviewer, the Association, or Declarant shall be responsible for the security of job sites during construction. If theft or vandalism occurs, the Owner should first contact the Travis County Sheriff's Department and then notify the Reviewer

Construction Hours

Unless a written waiver is obtained from the WildHorse Reviewer, construction may take place only during the following hours Monday through Friday from 7 00 a m. until 7:00 p m , and on Saturdays and Sundays from 9:00 a m until 6·00 p.m There shall be no construction on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day Waivers from the construction hours set forth in this paragraph may be given for the pouring of concrete slabs during the summer months

Noise, Animals, Children

The use of music devices must be restrained so as not to be heard on an adjoining Lot or street.

Contractors and subcontractors may not bring dogs or children under 16 years of age to construction sites

Material and Equipment Storage

All construction materials and equipment shall be neatly stacked, properly covered and secured. Any storage of materials or equipment shall be the Owner's responsibility and at their risk Owners may not disturb, damage or trespass on other Lots or adjacent property

Insurance

The WildHorse Reviewer requires an Owner to procure adequate commercial liability insurance during construction naming the Association, Declarant and the WildHorse Reviewer as additional insureds, in an amount to be determined, from time to time by the WildHorse Reviewer

Site Cleanliness

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming an eyesore

Brightly colored construction fence must be installed before the start of construction on all side lot lines where a home is being constructed next to an existing occupied home

Owners shall provide a container for debris and shall clean up all trash and debris on the construction site on a daily basis Trash and debris shall be removed from each construction site on a timely basis. The WildHorse Reviewer will have the authority to require that one dumpster be provided to serve no more than two Lots In addition to any dumpster, a trash receptacle approved in advance by the WildHorse Reviewer will be located on each lot during construction. Trash receptacles must be emptied periodically and will not be permitted to overflow. Chain link fencing is not an acceptable enclosure material for temporarily containing trash Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site.

The dumping, burying or burning of trash is not permitted anywhere in WildHorse

It is imperative that, when moving heavy equipment around, precautions be taken to prevent damage to pavement, curbs, and vegetation. Crawler tractors or track loaders are not to be operated on paved or concrete surfaces Mud, dirt and other construction debris that is tracked off site shall be cleaned on a daily basis. Skid steer loaders are not to be used to clean the streets by scraping them

Each Owner who is a Homebuilder must comply with the Concrete Truck Clean-Out Site provisions set forth in Section 3.22 of the Development Area Declaration

Sanitary Facilities

A temporary sanitary facility (chemical toilet) shall be provided and maintained for the use of construction workers on or within three (3) Lots of the construction site

Construction Parking

Construction crews shall not park on, or otherwise use, other Lots. No construction vehicle will be permitted to leak oil or otherwise damage or deface any street located within the community The Documents permit Declarant to maintain and locate construction trailers and construction tools and equipment within the Development Area Upon written approval from the WildHorse Reviewer, a Homebuilder may be permitted to establish a construction trailer, field office, or similar temporary structure by submitting along with the application for approval, a copy of the site plan with proposed locations of the trailer, field office, or similar temporary structure with a trash receptacle noted thereon The trash receptacle must be of an approved size Such temporary structure, if approved, must be removed immediately upon completion of construction. Approval by the WildHorse Reviewer shall not relieve the Homebuilder from the obligation to apply for and obtain any other governmental permits before moving any such construction trailer, field office, etc. onto the Development Area

Schedule of Fines

Periodic inspections by a representative of the WildHorse Reviewer may take place in order to identify non-complying construction activities. Listed below is the schedule of fines which may be assessed

Schedule of Fines

New Violation:	**Fine Amount:**
1st Notice	**Warning**
2nd Notice	**$25.00**
3rd Notice	**$50.00**
4th Notice	**$100.00**
Each Subsequent Notice*	**$125.00**
Repeat Violation:	
1st Notice	**$50.00**
2nd Notice	**$75.00**
3rd Notice	**$100.00**
4th Notice	**$125.00**
Each Subsequent Notice	**$150.00**
Continuous Violation:	
Final Notice	**Amount TBD**

*= Notwithstanding the foregoing, the fine for premature clearing is $500 In the event, the Association or Developer is required to repair, clean up or provide necessary service to bring the improvement into compliance, the Owner will be assessed the cost of repair, clean up, or service plus an additional 50% for time and service expended.

Duration of Construction

A residence shall be complete and available for occupancy on or before eighteen (18) months after the commencement of construction

Plan Review Process

Plan Submittals

The construction or installation of any Improvements, changes to existing Improvements, or the reconstruction of Improvements, will require the submission of plans and specifications for approval of the WildHorse Reviewer and any such construction or installation activity may not commence until the Owner has received a written "Approval" from the WildHorse Reviewer The WildHorse Reviewer may waive plan and specification requirements for certain modifications or improvements at its discretion

New residential home construction within WildHorse will utilize the following two-stage review process·

- **Plan Book, Material, and Landscape Review.** The applicant must first submit for approval plans for the home designs to be offered in the neighborhood including the exterior elevations and landscaping associated with each plan The Plan Book, Material, and Landscaping Review will require the submission of the following information

    - Floorplans
    - Elevations of all sides of each home indicating
        - Roof pitch
        - Roof peak height above the foundation
        - Exterior materials- walls, roof, chimney
        - Window specifications
        - Chimney cap materials/design
        - Heated/air conditioned square footage of each floor and the total heated/air conditioned square footage
    - Material samples, including stone samples (colors and patterns), mortar colors, stucco colors, trim colors, roof materials and colors, and window materials and colors must be approved in advance by the WildHorse Reviewer The WildHorse Reviewer reserves the right to request samples of all materials **PLEASE BE ADVISED THAT PLAN BOOK AND MATERIAL REVIEW IS NOT FINAL APPROVAL. SPECIFICALLY, MATERIAL TO BE INCORPORATED INTO A RESIDENCE OR IMPROVEMENT IS NOT APPROVED FOR USE ON A PARTICULAR RESIDENCE OR IMPROVEMENTS UNTIL THE FINAL PLAN REVIEW FOR THE RESIDENCE AND/OR IMPROVEMENT HAS BEEN SUBMITTED TO AND APPROVED BY THE WILDHORSE REVIEWER.**
    - Landscaping Plans
        - General boundaries of turf areas with type of turf noted
        - General locations of all proposed plants
        - Listing of materials Plan
        - Plan for irrigation systems

- **Final Plan Review.** A completed Final Plan Application attached hereto as Attachment 1 must be submitted for review and approval to the WildHorse Reviewer prior to the construction of any improvements on a Lot. The Final Plan Application must also include all information required to be submitted as set forth on the application.

ATTACHMENT 1
WILDHORSE
FINAL PLAN APPLICATION

Deliver to:
WildHorse Reviewer
Attn Peter A Dwyer
9900 Highway 290 East
Manor, Texas 78653
Phone: (512) 327-7415, Fax (512) 327-5819

Date._____

Lot _____ Block:_____ Phase:_____ Section:_____

Plan & Elevation #._____ Bedrooms _____ Baths _____

Address _____ House Width:_____ Lot Size _____

Lot Plan Attached: (Please Circle) Yes/No

1st Floor Masonry %_____ 2nd Floor Masonry %_____

Chimney: **(Please Circle) Yes/No_____Masonry_____Fibre Cement**

Fencing Type. ( ) Good Neighbor Fencing ( ) Iron/Metal Fencing
(Fencing could be a combination of two types of fences) & *Wood fencing facing a street must be stained)

Brick & Stone Manufacturer and Color _____

Roof Pitch _____**Roof Color:** _____Year dimensional shingle

Paint Color _____
Fill in the information if different from color above

Trim Color _____ Door Color _____

Shutters Color _____ Garage Color _____

Living Square Footage of House _____

Front Retaining Wall **(Please Circle) Yes/No** Deck **Yes/No** Patio _____square feet

Site plan must be attached to include the following items

- ☐ Site dimensions
- ☐ Square footage of all enclosed improvements
- ☐ Impervious Cover
- ☐ Property Lines with dimensions
- ☐ Building Setbacks

- ☐ Proposed finish floor elevation
- ☐ Utility boxes
- ☐ Drives, parking areas and walks
- ☐ House and accessory structures
- ☐ Easements
- ☐ Boundaries of turf areas with type of turf noted
- ☐ Locations of all proposed plants
- ☐ Plan legend including species, quantity and sizes at time of planting
- ☐ Fence location

Comments _____

Builder Name _____

By:_____ Approval Date _____

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction because of illegibility, carbon or photocopy, discolored paper, etc All blockouts, additions and changes were present at the time the instrument was filed and recorded

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Dana DeBeauvoir, County Clerk
Travis County, Texas

2020037677

Mar 06, 2020 11:56 AM
Fee: $146.00 MEDINAE

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Feb 13, 2024 04:16 PM Fee: $37.00
2024015498
Electronically Recorded

AMENDED AND RESTATED MANAGEMENT CERTIFICATE
OF
WILDHORSE MASTER COMMUNITY, INC.

The undersigned, being an officer of Wildhorse Master Community, Inc. (the "**Association**"), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision: Wildhorse.

2. The name of the Association: Wildhorse Master Community, Inc., a Texas non-profit corporation.

3. The recording data for the subdivision: Wildhorse, a subdivision in Travis County, Texas, according to the plat recorded under Document Nos. 201700068, 202000181, and 201700269 Official Public Records of Travis County, Texas.

4. The recording data for the declaration with any amendments and/or supplements to the declaration: See Exhibit "A"

5. The name and mailing address of the Association: Wildhorse Master Community, Inc., c/o FirstService Residential, 5316 W. U.S. HWY 290 Service Road, Austin, Texas 78735.

6. The name, mailing address, telephone number, and email address of the person managing the Association:

Name:	FirstService Residential
Attn:	Ruben Salinas
Mailing Address:	5316 W. U.S. HWY 290 Service Road, Austin, Texas 78735
Telephone Number:	(512) 620-7094
Email Address:	Ruben.Salinas@FSResidential.com

7. Website to access the Association's dedicatory instruments:
https://wildhorse.connectresident.com/

8. Amount and description of fees related to property transfer in the subdivision: The Association fees are in the following amounts:

Working Capital Assessment - $100.00.

Transfer Fee - $350.00.

Resale Certificate - $375.00.

Rush Fees: (3-5 days - $75; 1-2 days - $125).

For fees related to expedited delivery, updates, or questionnaire responses, please contact the management company for additional information.

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGEMENT

The foregoing is a true and correct copy of the Management Certificate for the association identified below.

WILDHORSE MASTER COMMUNTIY, INC., a Texas non-profit corporation

By: _____
Name: DANNY BURNETT
Title: DIRECTOR

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 13 day of February, 2024 by Danny Burnett, Director of Wildhorse Master Community, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

[SEAL]

WENDEE ROE
My Notary ID # 131898204
Expires February 18, 2027

Wendee Roe
Notary Public Signature

AFTER RECORDING RETURN TO:
WINSTEAD PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
avaldes@winstead.com

EXHIBIT "A"

RECORDING DATA FOR THE DECLARATION AND RELATED DOCUMENTS

1. Wildhorse – Master Covenant, recorded as Document No. 2018004152, Official Public Records of Travis County, Texas.

2. Wildhorse – Community Manual, recorded as Document No. 2018004639, Official Public Records of Travis County, Texas.

3. Wildhorse – Notice of Applicability [Heritage Point at Wildhorse Ranch Section 1], recorded as Document No. 2018004989, Official Public Records of Travis County, Texas.

4. Wildhorse – Development Area Declaration [Heritage Point at Wildhorse Ranch Section 1], recorded as Document No. 2018005417, Official Public Records of Travis County, Texas.

5. Wildhorse – Adoption of Working Capital Assessment, recorded as Document No. 2018147995, Official Public Records of Travis County, Texas.

6. Wildhorse – Notice of Applicability [Heritage Point at Wildhorse Ranch Section 2], recorded as Document No. 2019056957, Official Public Records of Travis County, Texas.

7. Wildhorse – Amended and Restated Notice of Applicability [Heritage Point at Wildhorse Ranch Section 2], recorded as Document No. 2020037676, Official Public Records of Travis County, Texas.

8. Wildhorse – Residential Design Guidelines [Heritage Point at Wildhorse Ranch Section 2], recorded as Document No. 2020037677, Official Public Records of Travis County, Texas.

9. Wildhorse – Notice of Applicability [Heritage Point at Wildhorse Ranch Section 3], recorded as Document No. 2020095717, Official Public Records of Travis County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Mar 07, 2024 04:32 PM Fee: $89.00
2024024612
Electronically Recorded

After Recording Return To:
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
avaldes@winstead.com

WILDHORSE

Travis County, Texas

WILDHORSE MASTER COMMUNITY, INC.

SUPPLEMENTAL POLICIES

1) **Fine & Enforcement Policy**

2) **Collections Policy**

Reference the Wildhorse Master Covenant recorded as Doc. No. 2018004152 in Travis County, Texas; and that certain Wildhorse Community Manual recorded as Doc. No. 2018004639 in Travis County, Texas. The policies contained herein supersede and replace the previously adopted Fine & Enforcement Policy and Collections Policy for Wildhorse Master Community, Inc.

WILDHORSE MASTER COMMUNITY, INC.

SUPPLEMENTAL POLICIES

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ATTACHMENT 1

WILDHORSE MASTER COMMUNITY, INC.

FINE & ENFORCEMENT POLICY

ATTACHMENT 1

WILDHORSE MASTER COMMUNITY, INC.

FINE & ENFORCEMENT POLICY

1. Background. Wildhorse Master Community, Inc. (the "**Association**") is subject to the Wildhorse Master Covenant, recorded as Document No. 2018004152, Official Public Records of Travis County, Texas (the "**Covenant**"). Unless the Covenant or applicable law expressly provides otherwise, the Association acts through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Bylaws and any rules and regulations of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Covenant and the obligations of Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

   The Board hereby adopts this Fine & Enforcement Policy to establish policies and procedures for the levy of fines within the Association in compliance with Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be deemed to be modified to comply with applicable law.

   Terms used but not defined herein shall have the meaning subscribed to such term in the Restrictions.

2. Compliance Inspections. The Board may institute compliance inspection procedures to ensure compliance with the Restrictions.

3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Restrictions by Owner and Owner's guests, invitees, family members, employees, agents, and representatives. Regardless of who commits the violation, the Association may direct all communications regarding the violation to Owner.

4. Fine Amount. The Association may establish fines for certain categories of violations, and certain fine amounts as are set forth herein. The Association reserves the right to set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation.

5. Violation Notice. Except as set forth herein, before levying a fine, the Association will provide a written violation notice via certified mail to Owner (at Owner's last known address as shown in the Association records) (the "**Violation Notice**") that describes any opportunity for a hearing that may be required under the Act. The Association's

Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for any fine, charge, or suspension action; (3) a reference to the rule or provision at issue; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid a fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was sent, Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code; and (7) a statement that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. §§ 501-597(b), if Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

A. First Violation. If Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in Paragraph 5, subsections (1) – (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.

B. Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety (as noted in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in Paragraph 5, subsections (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*.

C. Continuing, Repeat, or Uncured Violation. For any violation, if Owner was provided with a Violation Notice for the same or similar violation within the preceding six (6) months, then Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including, but not limited to, the right to levy a fine pursuant to the *Schedule of Fines*. For a continuing or uncured violation, the Board, in its sole discretion, may levy a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. Violation Hearing. If Owner is entitled to an opportunity to cure the violation, then Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, Owner must submit a written request (the "**Request**") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the Violation Notice. The Association must then hold the hearing requested no later than thirty (30) days after receipt of the Request. Owner must be notified of the date, time, and place of the hearing at least (10) days before the date of the hearing. The hearing notice communication will include any documents, photographs, and communications the Association intends to introduce at the hearing. If the Association fails to provide the information at least ten (10) days before the hearing, Owner is entitled to an automatic fifteen (15) day postponement. The hearing will be scheduled to provide a reasonable opportunity for both the Board and Owner to attend. The Board or Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. Owner shall attend the hearing, but Owner may be represented by another person (i.e., Owner's counsel) during the hearing with advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, Owner's request for hearing shall include notice of Owner's intent to make an audio recording of the hearing. If Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless the procedures are modified by the Board, a hearing will be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Due Date. Fine and/or damage charges are due immediately if the violation is uncurable or poses a threat to public health or safety. If, however, the violation is curable and no similar violation has taken place in the six (6) month period preceding the Violation Notice, the fine and/or damage charges are due immediately after the cure period ends.

8. Lien Created. To the extent permitted by the Restrictions, payment of each fine and/or damage charge levied by the Board is, together with all other authorized late fees or charges, interest, costs of enforcement and collection (including attorney's fees) secured by the lien granted to the Association pursuant to the Covenant and the Restrictions. The fine and/or damage charge will be considered an assessment, provided such classification is not inconsistent with the Restrictions, and will be enforced in accordance with the terms and provisions governing the enforcement and collection of assessments pursuant to the Covenant and the Restrictions.

9. Levy of Fine. Any fine levied may be reflected on Owner's periodic statements of account or delinquency notices.

10. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.

11. Cure Periods. If an Owner has cure rights, the violation will be assigned a cure period based on the specific circumstances of the violation and the complexity of the activities required to cure the violation.

12. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

[Schedule of Fines on following page]

Schedule of Fines

The Board has adopted the following general schedule of fines. References to numbered notices below does not mean the Association is required to provide all notices before exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. ***The Board also reserves the right to set fine amounts on a case-by-case basis***, provided the fine comports with Texas law and the Restrictions.

FINES‡:

New Violation:	**General Violation Categories:**	**Fine Amount:**
Notice of Violation	• *Unsightly Conditions on a Lot* • *Unauthorized Construction or Modification of Improvements* • *Landscape Violations (mowing, etc.)* • *Trash Container Violations* • *Failure to Maintain Dwelling (Exterior) or Fencing* • *Common Property Use Violations* • *All Other Violations***	**$25.00 – initial, subject to additional fines based on subsequent notices or amounts charged on a daily basis**
Continuing Violation:	**For a continuing violation, the Association may charge fines on a daily basis ($10.00 per day), or based on each additional notice sent**	**Fine Amount - After the Violation Notice is sent:** **1st Notice $50.00** **2nd Notice $75.00** **3rd Notice $100.00** **4th Notice $125.00**

‡ The Board reserves the right to adjust fine amounts based on the severity and/or frequency of the violation.

** The Association further reserves the right to record a supplemental or separate fine schedule that will remove specified violations from the "All Other Violations" category and, thereafter, apply the fines set forth in the fine schedule.

EXHIBIT A – FINE & ENFORCEMENT POLICY

PROCEDURE FOR HEARING BEFORE THE BOARD

I. Introduction

Association Rep: The Board of Directors has convened to conduct a hearing at the written request of an owner.

This hearing is being conducted as required by Section 209.007 of the Texas Property Code, and it is an opportunity for the Association and Owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

II. Presentation of Facts

Association Rep: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, Owner or his/her representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

III. Discussion

Association Rep: This portion of the hearing is to permit the Board and Owner to discuss matters relevant to the violation.

IV. Resolution

Association Rep: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. Adjournment

Association Rep: At this time the hearing is adjourned.

ATTACHMENT 2

WILDHORSE MASTER COMMUNITY, INC.

ASSESSMENT COLLECTION POLICY

ATTACHMENT 2

WILDHORSE MASTER COMMUNITY, INC.

ASSESSMENT COLLECTION POLICY

Wildhorse Master Community, Inc. (the "**Association**") is subject to the Wildhorse Master Covenant recorded as Doc. No. 2018004152 in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "**Covenant**"). Unless the Covenant or applicable law expressly provides otherwise, the Association acts through a majority of its Board of Directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Bylaws, other recorded documents, and any rules and regulations promulgated by the Association, as adopted and amended from time to time (collectively, the "**Restrictions**"), including the obligation of its owners ("**Owners**") to pay assessments and other charges due the Association ("**Assessments**") pursuant to the terms and provisions of the Covenant.

The Board hereby adopts this Assessment Collection Policy ("**Policy**") to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions.

INVOICES, DELINQUENCIES, LATE CHARGES & INTEREST

Invoice. The Association may, but shall not be required to, invoice an Owner as a condition to an Owner's obligation to pay assessments or other charges of the Association. As a matter of course, assessments are invoiced by statements. Non-receipt of an invoice shall in no way relieve Owner of the obligations to pay the amount due by the due date. Owners who do not receive an invoice are responsible for contacting the Association and any manager, by January 31st of each year to request an invoice. Owners are responsible for notifying the Association and its manager, in writing, of any request to change Owner's mailing address or other contact information.

> NOTE: To change Owner's contact information to an address other than the Owner's residence in the subdivision, Owner must submit a written request to change Owner's address to the Association's Manager in accordance with any policy pertaining to the same.

Due Date. An Owner will timely and fully pay Assessments. Assessments shall be paid on such monthly, quarterly or other basis as the Board may designate in its sole and absolute discretion.

Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.

Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of $25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

Insufficient Funds. The Association may levy a charge of up to $50 for any check returned to the Association due to insufficient funds.

Waiver. Collection costs, late fees, and interest may be waived by the Board.

INSTALLMENTS & ACCELERATION

If an Assessment is payable in installments and an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment.

PAYMENT PLANS

Payment Plans. If required by applicable law, the Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested; however, the Association is not required to offer a payment plan exceeding a maximum term eighteen (18) months. For any payment plan, Owner may be charged reasonable costs associated with administering the payment plan and interest. The Association will determine the actual term of each payment plan offered to an Owner. The Association is not required to offer a payment plan more than once in a twelve (12) month period or if Owner has defaulted on a previous payment plan in the last two (2) years. A payment plan is only required if an owner notifies the Association, in writing, of Owner's request for a payment plan before any payment plan request deadline set forth in a delinquency notice. A payment plan is not required to be offered after the initial cure period for a delinquent account.

PAYMENTS

Application of Payments. Payments received by the Association shall be applied in the following order, starting with the oldest charge in each category, unless Owner is in default under a payment plan when the payment is received:

(1) Delinquent Assessments	(4) Other Reasonable Attorney's Fees
(2) Current Assessments	(5) Reasonable Fines
(3) Reasonable Attorney's Fees and Costs for Assessment Collection	(6) Any Other Reasonable Amount Owed

Form of Payment. The Association may require that payment for a delinquent account be made only in the form of cash, cashier's check, or certified funds.

Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to Owner. The Association may require Owner to prepay the cost of preparing and recording the release.

Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

LIABILITY FOR COLLECTION COSTS

Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, certified mail, filing fees, recording fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

COLLECTION PROCEDURES

Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.

Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association will send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that Owner has forty-five (45) days for Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may

pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

Verification of Owner Information. The Association may obtain a title report to determine the names of Owners and the identity of other lien-holders, including the mortgage company.

Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

Notification of Mortgage Lender. The Association may notify a mortgage lender of a delinquent account.

Notification of Credit Bureau. The Association may report the defaulting Owner to a credit reporting service with prior notice to Owner of at least thirty (30) business days. The notice must include a detailed report of delinquent charges owed and information about the opportunity to enter into a payment plan. Amounts that are the subject of a pending dispute may not be reported and no fee may be charged back to Owner for the cost of the reporting.

Collection by Attorney. If Owner's account remains delinquent for a period of sixty (60) days or more, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. The Association's attorney will ensure the following notices are provided, or have been provided, in accordance with applicable law:

Notice of Delinquency: Preparation of written notice of the delinquency. If the account is not paid in full by the deadline set forth in the notice letter, then

Second Notice: Preparation of the second written notice of delinquency. If the account is not paid in full by the deadline set forth in the notice letter, then

Lien Notice: Preparation of the Lien Notice Letter and recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full by the deadline set forth in the notice letter, then

Final Notice: Preparation of the Final Notice of Demand for Payment Letter and any notice required to be sent to any holder of a lien of record on the property whose lien is evidenced by a deed of trust and is inferior or subordinate to the Association's lien. If the account is not paid in full by the deadline set forth in the notice letter, then

Foreclosure of Lien: Only upon specific approval by a majority of the Board.

Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to Owner's Mortgagee, if required.

NOTE: Texas law requires that at least two (2) notices precede the recording of any lien. For accounts that become delinquent on or after September 1, 2023, a lien may only be recorded after notice of the delinquency has been sent: (1) to the Owner by email using an email address the Owner has provided to the Association **or, alternatively** by first-class mail (the first-class mail requirement may be satisfied by a letter sent by USPS certified mail) sent to the Owner's last known mailing address, as reflected in the records maintained by the Association; **and also** (2) to the Owner, by certified mail, return receipt requested, directed to the Owner's last known mailing address, as reflected in the records maintained by the Association. The certified letter must be no earlier than thirty (30) days after the first required notice of delinquency has been sent to the Owner, and the lien may only be recorded if at least ninety (90) days have passed since the date the certified delinquency notice was sent to the Owner. The foregoing requirements conform to the requirements set forth in Chapter 209 of the Texas Property Code and apply only to the extent applicable law continues to require such notices before a lien may be recorded.

Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

Suspension of Use of Certain Facilities or Services. The Board may suspend the use of any common area property or amenities by an Owner and Owner's guests, invitees, or family members, if Owner's account with the Association is delinquent for at least thirty (30) days.

GENERAL PROVISIONS

Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Restrictions and the laws of the State of Texas.

Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum that exceeds the maximum rate permitted by law, the amount charged will be deemed reduced to the maximum amount allowed by law and any excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to Owner if those Assessments are paid in full.

Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to Owner as follows: (1) for mailed notices, upon depositing the same with USPS, addressed to Owner at the most recent address shown on the Association's records; (2) for personal delivery, upon delivery to Owner; or (3) for email, upon the transmittal to Owner by email using the email address Owner provided to the Association. If the Association's records show an Owner's property is owned by two (2) or more persons, notice to one Owner is deemed notice to all Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

Amendment of Policy. This policy may be amended by the Board.

[END OF POLICY]

WILDHORSE MASTER COMMUNITY, INC.
ACKNOWLEDGEMENT FOR RECORDING

TITAN TEXAS DEVELOPMENT, LLC, a Delaware limited liability company, doing business as HOM Titan Development, LLC, is the Declarant under that certain Wildhorse Master Covenant, recorded under Doc. No. 2018004152 in Travis County, Texas, as amended from time to time (the "**Covenant**") and the certain Wildhorse Community Manual recorded as Doc. No. 2018004639 in Travis County, Texas, and as amended, (the "**Community Manual**"). Pursuant to *Article 1* of the Covenant, Declarant reserved the right to amend the Community Manual during the Development Period as defined in the Covenant. The Development Period has not yet expired.

IN WITNESS WHEREOF, the undersigned has executed this acknowledgement on the 4th day of March, 2024.

DECLARANT:

TITAN TEXAS DEVELOPMENT, LLC,
a Delaware limited liability company,
doing business as HOM Titan Development, LLC

By: _____
Name: John P. Giangiulio, Jr.
Title: Manager

STATE OF PENNSYLVANIA §
COUNTY OF Montgomery §

This instrument was acknowledged before me on March 4, 2024 by John P Giangiulio Jr Manager of TITAN TEXAS DEVELOPMENT, LLC, a Delaware limited liability company, doing business as HOM Titan Development, LLC, on behalf of said limited liability company.

[SEAL]
Commonwealth of Pennsylvania - Notary Seal
JACLYNNE M JOHANNING - Notary Public
Chester County
My Commission Expires August 8, 2027
Commission Number 1355721

_____
Notary Public Signature

TRV 201700269
3 PGS

PLAT DOCUMENT # _____

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: HERITAGE POINT AT WILDHORSE RANCH SECTION 2

OWNERS NAME: TITAN TEXAS DEVELOPMENT, LLC

Hom Titan Development LLC

RESUBDIVISION? YES ☐ NO ☒

ADDITIONAL RESTRICTIONS / COMMENTS:

Certificate 2017178375 ; Agreement 2017178376

RETURN:

City of Austin Planning and Development 505 Barton Springs Rd 4th Floor Austin Tx 78704

PLAT FILE STAMP

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Nov 07, 2017 04:21 PM 201700269

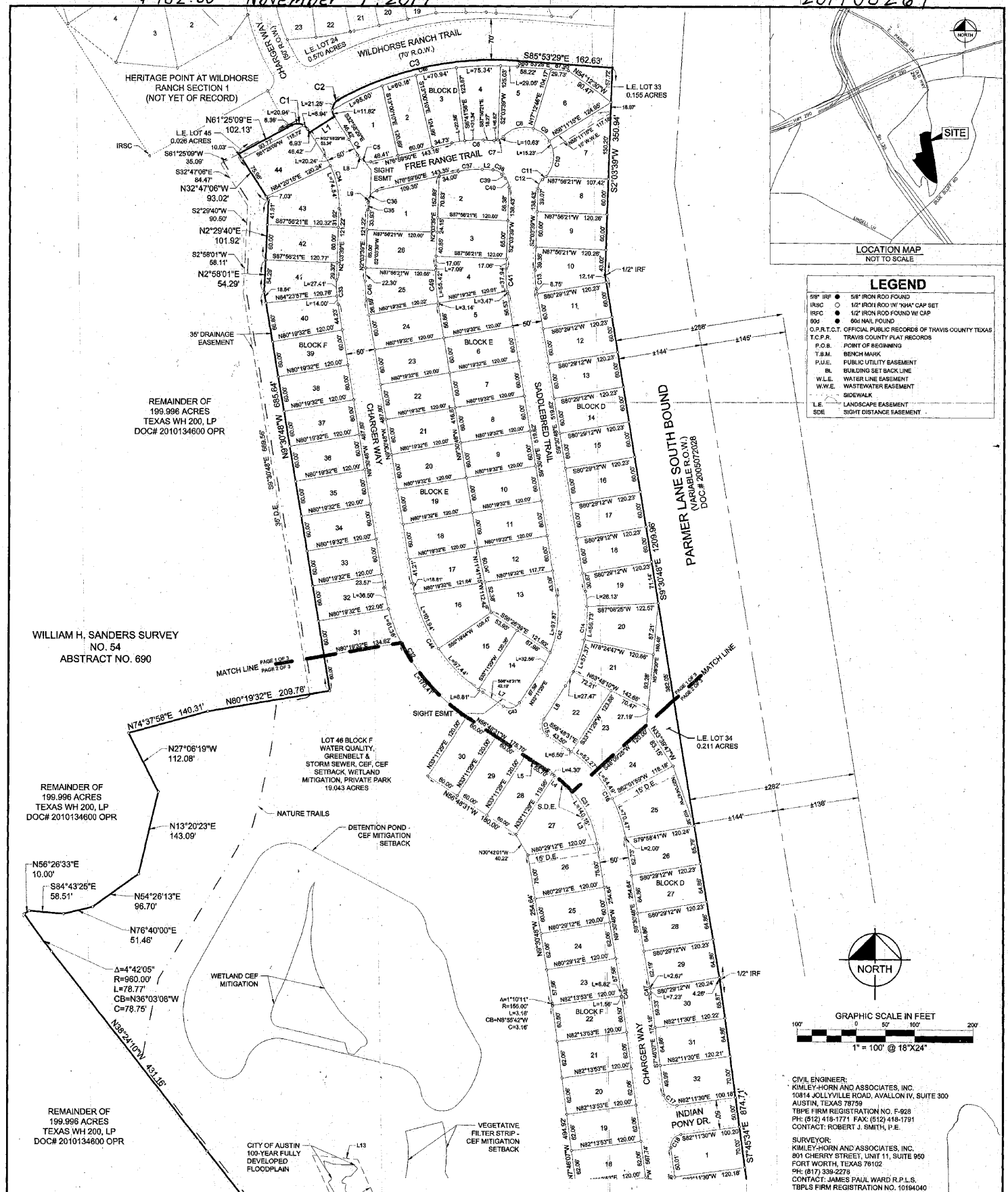
GONZALESM: $102.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

$102.00 November 7, 2017

201700269



LEGEND

5/8" IRF ●	5/8" IRON ROD FOUND
IRSC ○	1/2" IRON ROD W/ "KHA" CAP SET
IRFC ●	1/2" IRON ROD FOUND W/ CAP
60d ●	60d NAIL FOUND
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
T.C.P.R.	TRAVIS COUNTY PLAT RECORDS
P.O.B.	POINT OF BEGINNING
T.B.M.	BENCH MARK
P.U.E.	PUBLIC UTILITY EASEMENT
BL	BUILDING SET BACK LINE
W.L.E.	WATER LINE EASEMENT
W.W.E.	WASTEWATER EASEMENT
	SIDEWALK
L.E.	LANDSCAPE EASEMENT
SDE	SIGHT DISTANCE EASEMENT

THIS IS A SURFACE DRAWING

T.B.M. #100 CONTROL POINT

SURFACE COORDINATES:
N = 10,096,857.00'
E = 3,165,593.11'

ELEVATION: 540.29' (NAVD 88 DATUM FROM GPS)

SCALE FACTOR 0.999940004
TEXAS CENTRAL ZONE 4203

BEARING BASIS, ARE ON TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83).

SUBDIVISION PLAT ESTABLISHING

HERITAGE POINT AT WILDHORSE RANCH SECTION 2 FINAL PLAT

42.945 ACRES OF LAND LOCATED IN THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690 AND JAMES MANOR SURVEY NO. 39 ABSTRACT NO. 526, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 199.996 ACRE TRACT CONVEYED TO TEXAS WH 200, LP, AS RECORDED UNDER DOCUMENT NO. 201034600, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 300
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ROBERT J. SMITH, P.E.

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
801 CHERRY STREET, UNIT 11, SUITE 950
FORT WORTH, TEXAS 76102
PH: (817) 339-2278
CONTACT: JAMES PAUL WARD R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10194040

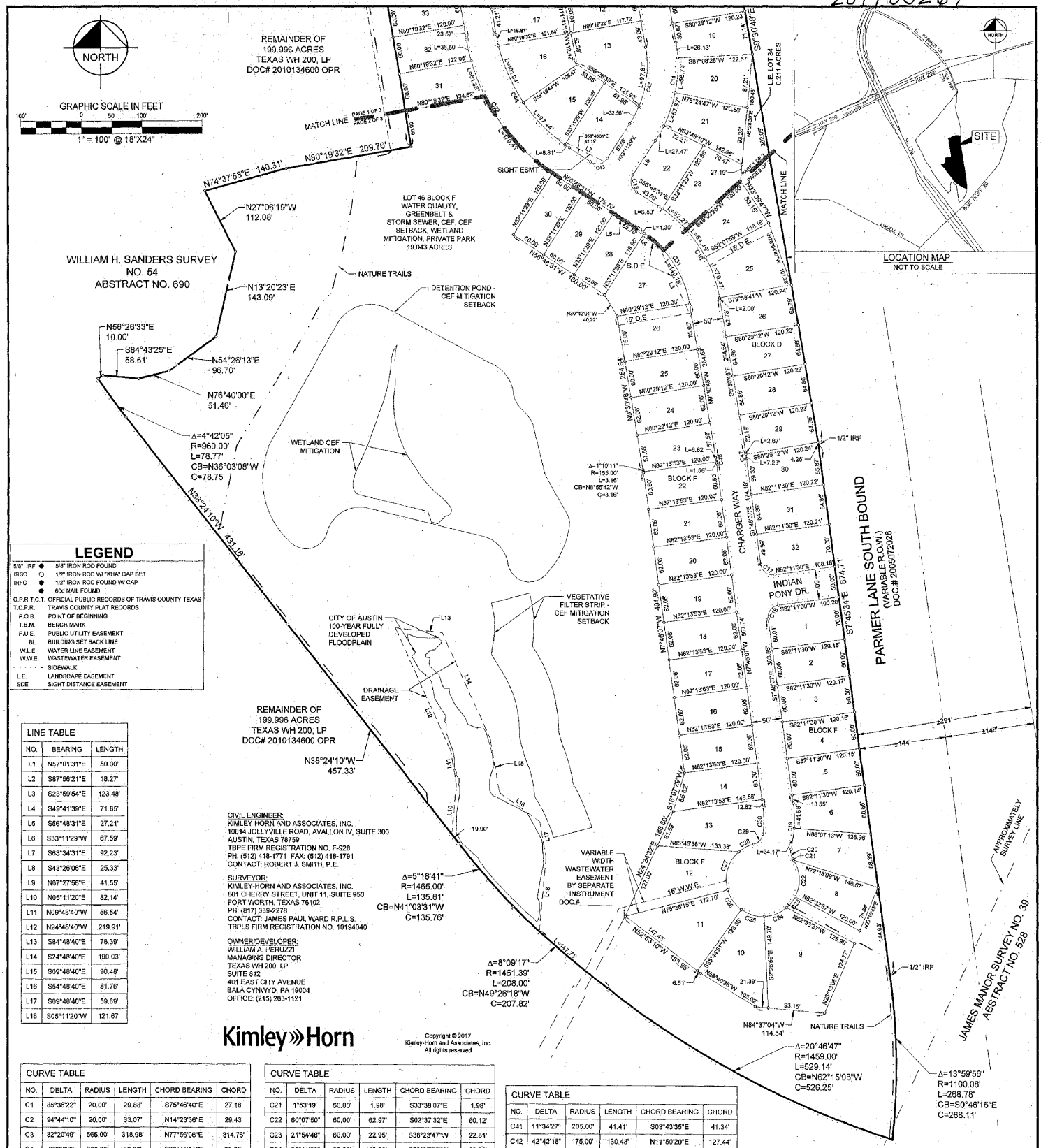
OWNER/DEVELOPER:
WILLIAM A. PERUZZI
MANAGER
TITAN TEXAS DEVELOPMENT, LLC
SUITE 812
401 EAST CITY AVENUE
BALA CYNWYD, PA 19004
OFFICE: (215) 283-1121

Kimley»Horn

APPLICATION DATE: OCTOBER 19, 2016

C8-2014-0251-2A

201700269



LEGEND

5/8" IRF	●	5/8" IRON ROD FOUND
IRSC	○	1/2" IRON ROD W/ "KHA" CAP SET
IRFC	●	1/2" IRON ROD FOUND W/ CAP
	●	60d NAIL FOUND
O.P.R.T.C.T.		OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
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W.W.E.		WASTEWATER EASEMENT
- - - - -		SIDEWALK
L.E.		LANDSCAPE EASEMENT
SDE		SIGHT DISTANCE EASEMENT

LINE TABLE		
NO.	BEARING	LENGTH
L1	N57°01'31"E	50.00'
L2	S87°56'21"E	18.27'
L3	S23°59'54"E	123.48'
L4	S49°41'39"E	71.85'
L5	S66°48'31"E	27.21'
L6	S33°11'29"W	67.59'
L7	S63°34'31"E	92.23'
L8	S43°26'06"E	25.33'
L9	N07°27'56"E	41.55'
L10	N05°11'20"E	82.14'
L11	N09°48'40"W	56.54'
L12	N24°48'40"W	219.91'
L13	S84°48'40"E	78.39'
L14	S24°48'40"E	190.03'
L15	S09°48'40"E	90.48'
L16	S54°48'40"E	81.76'
L17	S09°48'40"E	59.69'
L18	S05°11'20"W	121.67'

CIVIL ENGINEER:
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10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 300
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
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PH: (817) 339-2278
CONTACT: JAMES PAUL WARD R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10194040

OWNER/DEVELOPER:
WILLIAM A. PERUZZI
MANAGING DIRECTOR
TEXAS WH 200, LP
SUITE 812
401 EAST CITY AVENUE
BALA CYNWYD, PA 19004
OFFICE: (215) 283-1121

Kimley»Horn

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	85°36'22"	20.00'	29.88'	S76°46'40"E	27.18'
C2	94°44'10"	20.00'	33.07'	N14°23'36"E	29.43'
C3	32°20'49"	565.00'	318.98'	N77°56'06"E	314.76'
C4	8°33'57"	205.00'	30.65'	S26°41'31"E	30.62'
C5	78°35'38"	20.00'	27.43'	S63°42'21"E	25.33'
C6	15°03'49"	205.00'	53.90'	S84°31'45"W	53.74'
C7	49°59'41"	20.00'	17.45'	N67°03'48"E	16.90'
C8	65°08'48"	50.00'	56.85'	N74°38'22"E	53.84'
C9	40°58'29"	50.00'	35.76'	S52°18'00"E	35.00'
C10	74°42'13"	50.00'	65.19'	S05°32'21"W	60.67'
C11	9°09'53"	50.00'	8.00'	S47°28'24"W	7.99'
C12	49°59'41"	20.00'	17.45'	S27°03'29"W	16.90'
C13	11°34'27"	155.00'	31.31'	S03°43'35"E	31.26'
C14	42°42'18"	225.00'	167.70'	N11°50'20"E	163.85'
C15	90°00'00"	20.00'	31.42'	S11°48'31"E	28.28'
C16	47°17'42"	225.00'	185.73'	N33°09'40"W	180.50'
C17	90°02'23"	20.00'	31.43'	S62°47'19"E	28.29'
C18	89°57'37"	20.00'	31.40'	S37°12'42"W	28.27'
C19	21°11'53"	205.00'	75.85'	N02°49'50"E	75.41'
C20	48°00'33"	20.00'	16.76'	S10°34'30"E	16.27'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C21	1°53'19"	60.00'	1.98'	S33°38'07"E	1.98'
C22	60°07'50"	60.00'	62.97'	S02°37'32"E	60.12'
C23	21°54'48"	60.00'	22.95'	S38°23'47"W	22.81'
C24	38°11'50"	60.00'	40.00'	S68°27'06"W	39.26'
C25	38°11'50"	60.00'	40.00'	N73°21'04"W	39.26'
C26	38°11'50"	60.00'	40.00'	N35°09'14"W	39.26'
C27	65°33'13"	60.00'	68.65'	N16°43'17"E	64.96'
C28	26°24'30"	60.00'	27.65'	N62°42'09"E	27.41'
C29	67°21'27"	20.00'	23.51'	N42°13'40"E	22.18'
C30	16°19'03"	155.00'	44.14'	N00°23'25"E	43.99'
C31	47°17'42"	175.00'	144.46'	N33°09'40"W	140.39'
C32	47°17'42"	325.00'	268.27'	S33°09'40"E	260.72'
C33	11°34'27"	205.00'	41.41'	S03°43'35"E	41.34'
C34	35°02'08"	155.00'	94.78'	N15°27'25"W	93.31'
C35	3°23'45"	205.00'	12.15'	S00°21'46"W	12.15'
C36	76°19'56"	20.00'	27.34'	S37°49'52"W	25.26'
C37	15°03'49"	155.00'	40.75'	N84°31'45"E	40.63'
C38	49°59'41"	20.00'	17.45'	S62°56'31"E	16.90'
C39	9°59'23"	50.00'	8.72'	S42°56'21"E	8.71'
C40	49°59'41"	20.00'	17.45'	S22°56'12"E	16.90'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C41	11°34'27"	205.00'	41.41'	S03°43'35"E	41.34'
C42	42°42'18"	175.00'	130.43'	N11°50'20"E	127.44'
C43	90°00'00"	20.00'	31.42'	N78°11'29"E	28.28'
C44	47°17'42"	275.00'	227.00'	S33°09'40"E	220.61'
C45	11°34'27"	155.00'	31.31'	S03°43'35"E	31.26'
C46	34°09'06"	554.50'	330.52'	S77°02'55"W	325.65'
C47	1°44'42"	325.00'	9.90'	S08°38'27"E	9.90'
C48	1°44'42"	275.00'	8.38'	S08°38'27"E	8.37'
C49	11°34'27"	325.00'	65.65'	S03°43'35"E	65.54'

THIS IS A SURFACE DRAWING

T.B.M. # 100 CONTROL POINT

SURFACE COORDINATES:
N = 10,098,857.00'
E = 3,165,593.11'

ELEVATION: 540.29' (NAVD 88 DATUM FROM GPS)

SCALE FACTOR 0.999940004
TEXAS CENTRAL ZONE 4203

BEARING BASIS, ARE ON TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83).

APPLICATION DATE: OCTOBER 19, 2016

SUBDIVISION PLAT ESTABLISHING

HERITAGE POINT AT WILDHORSE RANCH SECTION 2 FINAL PLAT

42.945 ACRES OF LAND LOCATED IN THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690 AND JAMES MANOR SURVEY NO. 39 ABSTRACT NO. 528, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 199.996 ACRE TRACT CONVEYED TO TEXAS WH 200, LP, AS RECORDED UNDER DOCUMENT NO. 2010134600, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

C8-2014-0251-2A

201700269

SUBDIVISION PLAT ESTABLISHING

HERITAGE POINT AT WILDHORSE RANCH SECTION 2 FINAL PLAT

42.945 ACRES OF LAND LOCATED IN THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690 AND JAMES MANOR SURVEY NO. 39 ABSTRACT NO. 528, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 199.996 ACRE TRACT CONVEYED TO TEXAS WH 200, LP, AS RECORDED UNDER DOCUMENT NO. 2010034600, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Kimley»Horn

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT TITAN TEXAS DEVELOPMENT, LLC D/B/A, HOM TITAN DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAVING ITS HOME OFFICE IN GALA CYNWYD, PENNSYLVANIA, ACTING HEREIN BY AND THROUGH WILLIAM A. PERUZZI, MANAGER, BEING OWNER OF 42.945 ACRES OF LAND LOCATED IN THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690 AND JAMES MANOR SURVEY NO. 39 ABSTRACT NO. 528, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 199.996 ACRE TRACT CONVEYED TO TITAN TEXAS DEVELOPMENT, LLC, AS RECORDED UNDER DOCUMENT NO. 2017178376 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DO HEREBY SUBDIVIDE 42.945 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS

HERITAGE POINT AT WILDHORSE RANCH SECTION 2

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 23rd DAY OF AUGUST 2017, A.D.

BY: William A Peruzzi, MANAGER
TITAN TEXAS DEVELOPMENT, LLC
401 EAST CITY AVENUE, SUITE 812
GALA CYNWYD, PA 19004
OFFICE: (215) 283-1121

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WILLIAM A. PERUZZI KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 23rd DAY OF AUGUST 2017, A.D.

Amy M Smith
NOTARY PUBLIC, STATE OF ~~TEXAS~~ Pennsylvania

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Amy M. Smith, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Oct. 21, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Amy M. Smith
PRINTED NAME

10/21/2018
MY COMMISSION EXPIRES

#1194044

SURVEYOR'S CERTIFICATION:

I, JAMES PAUL WARD, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT, COMPLIES WITH THE SURVEYING RELATED PORTIONS OF CHAPTER 25 OF THE AUSTIN CITY CODE OF 1988 AS AMENDED, IS ACCURATE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON AUGUST 1, 2017.

8-22-2017
JAMES PAUL WARD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5606 - STATE OF TEXAS
801 CHERRY STREET, UNIT 11, SUITE 950
FORT WORTH, TEXAS 76102
PH. 817-339-2278

STATE OF TEXAS · REGISTERED · JAMES PAUL WARD · 5606 · PROFESSIONAL LAND SURVEYOR

ENGINEER'S CERTIFICATION:

I, ROBERT J. SMITH, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 25 OF THE AUSTIN CITY CODE OF 1999, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0480J, EFFECTIVE DATE AUGUST 18, 2014, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

8.22.17
ROBERT J. SMITH, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 106319
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 300
AUSTIN, TEXAS 78759

STATE OF TEXAS · ROBERT J. SMITH · 106319 · LICENSED · PROFESSIONAL ENGINEER

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE FULL PURPOSE JURISDICTION LIMITS OF THE CITY OF AUSTIN ON THIS THE 1 DAY OF NOV 2017, A.D.

APPROVED, ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, DEVELOPMENT SERVICES DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE 3 DAY OF NOV 2017, A.D.

FOR:
J. RODNEY GONZALEZ, DIRECTOR
DEVELOPMENT SERVICES DEPARTMENT

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING & PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE 5 DAY OF SEPT 2017, A.D.

CHAIR

SECRETARY

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 7 DAY OF November 2017, A.D. AT 4:21 O'CLOCK P M, DULY RECORDED ON THE 7 DAY OF November 2017, A.D. AT 5:12 O'CLOCK P M, PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 201700269 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 7 DAY OF November 2017, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

LOT SUMMARY
TOTAL RESIDENTIAL LOT ACREAGE: 18.950
TOTAL SUBDIVISION ACREAGE: 42.945
TOTAL NUMBER OF RESIDENTIAL LOTS: 102
TOTAL NUMBER OF OPEN SPACE/DRAINAGE/PUE LOTS: 1
TOTAL NUMBER OF LANDSCAPE LOTS: 3

GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF AUSTIN FULL PURPOSE ANNEXATION, AND IS DESIGNATED AS A PLANNED UNIT DEVELOPMENT (PUD) IN ACCORDANCE WITH ORDINANCE NO. 020214-28.
2. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY AUSTIN WATER. ALL WATER AND WASTEWATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
3. PRIOR TO CONSTRUCTION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN'S DEVELOPMENT SERVICES DEPARTMENT.
4. ALL SITE DEVELOPMENT REGULATIONS, INCLUDING BUT NOT LIMITED TO IMPERVIOUS COVER, BUILDING SQUARE FOOTAGE, BUILDING HEIGHT, FLOOR TO AREA RATIOS AND SETBACKS, ARE ESTABLISHED AND GOVERNED BY THE SITE DEVELOPMENT CRITERIA TABLE APPEARING ON THE WILDHORSE RANCH PUD LAND USE PLAN, OTHER THAN THOSE SPECIFICALLY ADDRESSED BY VARIANCES.
5. ALL STREETS, DRIVEWAYS, SIDEWALKS, WATER, WASTEWATER, AND STORM SEWER LINES SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE CITY OF AUSTIN STANDARDS.
6. ALL DEVELOPMENT WITHIN THE WILDHORSE RANCH PUD SHALL COMPLY WITH THE MOST CURRENT CITY OF AUSTIN GREEN BUILDER STANDARDS AT A MINIMUM RATING OF ONE STAR.
7. PARKLAND DEDICATION FOR 102 UNITS WILL BE SATISFIED VIA LAND DEDICATION ON FUTURE DEVELOPMENTS IN ACCORDANCE WITH THE WILDHORSE RANCH PUD ORDINANCE NO. 020214-28.
8. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH THE WILDHORSE RANCH PUD ORDINANCE NO.020214-28.
9. ELECTRIC SERVICE WILL BE PROVIDED BY BLUEBONNET ELECTRIC COOPERATIVE.
10. FOR LOTS WITH A 15' FRONT BUILDING LINE, GARAGES MUST BE AT LEAST FIVE FEET BEHIND THE FRONT FACADE OF THE PRINCIPLE STRUCTURE. FOR A GARAGE WITHIN 20 FEET OF THE FRONT FACADE, THE WIDTH OF THE GARAGE MAY NOT EXCEED 50 PERCENT OF THE WIDTH OF THE FRONT FACADE.
11. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN.
12. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS ASSIGNS UNLESS OTHERWISE DESCRIBED.
13. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
14. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: WILDHORSE RANCH TRAIL, FREE RANGER TRAIL, SADDLEBRED TRAIL, CHARGER WAY, AND INDIAN PONY DR.. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
15. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
16. STANDARD STREET SIGNS WILL BE INSTALLED AT ALL STREET INTERSECTIONS.
17. A 10' PUBLIC UTILITY EASEMENT IS HEREBY RESERVED ADJACENT TO ALL STREET RIGHT-OF-WAY.
18. GILLELAND CREEK - PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION , DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUNOFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
19. EROSION / SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION OF EACH LOT, INCLUDING SINGLE-FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO LDC AND THE ENVIRONMENTAL CRITERIA MANUAL.
20. A WAIVER TO SECTION 25-4-153-(A), BLOCK LENGTH WAS GRANTED FOR BLOCK A TO EXCEED 1200'.
21. ACCESS TO PARMER LANE IS PROHIBITED FROM LOTS 7-19 AND 26-32 OF BLOCK "D" AND LOTS 1-7 OF BLOCK "E".
22. IN ACCORDANCE WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE, THE FOLLOWING SINGLE-FAMILY LOTS HAVE SLOPES 15-25%: LOTS 11-16,21,22,24-26,31 OF BLOCK "D", LOTS 9,10,19,20 OF BLOCK "E", AND LOTS 27,28 OF BLOCK "F".
23. NO LOT SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER UTILITY SYSTEM.
24. WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT DISTANCE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS, PARKED CARS, OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY THE CITY OF AUSTIN AT THE OWNERS EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITH THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
25. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED SEPT 5 2017 THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE THE SEPARATE INSTRUMENT RECORDED IN DOC#. 2017178376 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
26. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION REQUIRED BY CITY ORDINANCE. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE EXISTING OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT (IF ANY).
27. PRIOR TO FUTURE CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY OR ANY LOT IN THE SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
28. ALL STREETS, DRAINAGE, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN STANDARDS.
29. BLUEBONNET ELECTRIC COOPERATIVE HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. BLUEBONNET ELECTRIC COOPERATIVE WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
30. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE BLUEBONNET ELECTRIC COOPERATIVE WITH ANY EASEMENT AND/OR ACCESS REQUIRED. IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING, AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
31. LOTS 33 AND 34, BLOCK "D"; LOTS 45 AND 46, BLOCK "F"; SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS. NO RESIDENTIAL DEVELOPMENT SHALL BE ALLOWED ON THIS LOT.
32. ALL LOTS WIDTH TO EXCEED 30 FOOT MINIMUM SPECIFIED IN WILDHORSE RANCH PUD ORDINANCE.
33. MITIGATION WILL BE PROVIDED IN ACCORDANCE WITH THE MITIGATION PLAN PREPARED BY HORIZON ENVIRONMENTAL SERVICES. UPON COMPLETION OF THE MITIGATED CEF SETBACK/BUFFER ALL ACTIVITIES WITHIN THE CEF SETBACK/BUFFER MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
34. THE CEF AND CEF SETBACK SHOWN IN LOT 46 BLOCK F ARE MITIGATION FOR IMPACTS TO WETLAND RESOURCES.
35. ~~THE COVENANTS, CONDITIONS, AND RESTRICTIONS ASSOCIATED WITH THIS SUBDIVISION ARE RECORDED UNDER DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.~~
36. THE NATURE TRAILS ON LOTS 45 AND 46 BLOCK F AND LOT 33 BLOCK D WILL BE CONSTRUCTED WITH THIS SUBDIVISION IN ACCORDANCE WITH PUD ORDINANCE 020214-28, EXHIBIT E, PAGE 4.
37. THE WATER AND/OR WASTEWATER EASEMENTS INDICATED ON THIS PLAT ARE FOR THE PURPOSE OF CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, UPGRADE, DECOMMISSIONING AND REMOVAL OF WATER AND/OR WASTEWATER FACILITIES AND APPURTENANCES. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, RETAINING WALLS, TREES OR OTHER STRUCTURES ARE PERMITTED IN WATER AND/OR WASTEWATER EASEMENTS EXCEPT AS APPROVED BY AUSTIN WATER.

APPLICATION DATE: OCTOBER 19, 2016
C8-2014-0251.2A

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8/16/2017 12:14 PM
DWGNAME:S:\SIGMA_SURVEY\96044600-WILDHORSE TRANGLE\DWG\WILDHORSE UNIT 2\96044600 WILDHORSE UNIT 2-PLAT.DWG PLOTTED BY: WARD, PAUL 9/22/2017 7:32 AM LAST SAVED