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ADDISON
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: CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company


ADDISON

MASTER COVENANT

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MASTER COVENANT

The Addison Master Covenant (the "Covenant") is made by Carma Properties Westport LLC, a Texas limited liability company (the "Declarant"), and is as follows:

RECITALS:

A. Declarant is the present owner of certain real property located in Travis County, Texas, as more particularly described on Exhibit "A", attached hereto (the "Property").

B. Declarant desires to create a uniform plan for the development, improvement, and sale of 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.

No portion of the Property is subject to the terms and provisions of this Covenant until a Notice of Applicability is Recorded. A Notice of Applicability may only be filed by the Declarant.

PROPERTY VERSUS DEVELOPMENT VERSUS DEVELOPMENT AREA

- | | |
|---------------------------|--|
| "Property" | Described on <u>Exhibit "A"</u>. This is the land that <u>may be made</u> subject to this Covenant, from time to time, by the filing of one or more Notices of Applicability. Declarant has no obligation to add all or any portion of the Property to this Covenant. |
| "Development" | This is the portion of the land described on <u>Exhibit "A"</u> that <u>has been made</u> subject to this Covenant through the filing of a Notice of Applicability. |
| "Development Area" | This is a portion of the Development. Each Development Area may be made subject to a Development Area Declaration. |

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 I. DEFINITIONS

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

"Addison Reviewer" means Declarant or its designee until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Addison Reviewer will automatically be transferred to the architectural control committee appointed by the Board, as set forth in *Section 6.02* below.

"Applicable Law" means the statutes and public laws and ordinances in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision, including but not limited to, all City (defined below) ordinances or other ordinances, and any other applicable building codes, zoning restrictions and permits or other applicable regulations. Statutes and ordinances specifically referenced in the Documents are "Applicable Law" on the date of the Document, and are not intended to apply to the 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 all assessments imposed by the Association under *Article V* of this Covenant.

"Assessment Unit" has the meaning set forth in *Section 5.09*.

"Association" means Addison Master Community, Inc., a Texas non-profit corporation, which will be created by the Declarant to exercise the authority and assume the powers specified in *Article III* 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 the 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.

"City" means the City of Austin, County of Travis, State of Texas.

"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 the Declarant for the benefit of the Association or its Members. 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.

"Community Manual" means the community manual, which may be initially adopted and Recorded by the Declarant 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 the Declarant, during the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended 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. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

"Declarant" means CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company. 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.

Declarant enjoys special privileges to facilitate the development, construction, and marketing of the Property and the Development, and to direct the size, shape and composition of the Property and the Development. These special rights are described in this Covenant. Many of these rights do not terminate until either Declarant: (i) has sold all Lots or Condominium Units which may be created out of the Property; or (ii) voluntarily terminates these rights by a Recorded written instrument. Declarant may also assign, in whole or in part, all or any of the Declarant's rights established under the terms and provisions of this Covenant to one or more third-parties.

"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. At Declarant's option, the Addison Reviewer may adopt, and amend from time to time, the Design Guidelines applicable to the Development or any Development Area, or any portion thereof. 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 a 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 seventy-five (75) years thereafter, unless earlier terminated by a Recorded written instrument executed by the Declarant. Declarant may terminate the Development Period by a Recorded written instrument executed by the Declarant. 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. The Development Period is for a term of years and does not require that Declarant own any portion of the Property or 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. *See Table 1* for a summary of the Documents.

“Homebuilder” refers to any Owner (other than Declarant) who is in the business of constructing 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, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes and exterior air conditioning equipment or fixtures.

“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, or a Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

“Majority” means more than half.

“Manager” has the meaning set forth in *Section 3.08(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 or Condominium Unit.

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

“Neighborhood” has the meaning set forth in *Section 3.02*.

“Neighborhood Delegate” means the representative elected by the Owners of Lots and Condominium Units in each Neighborhood pursuant to the Representative System of Voting (as further defined herein) which may be established by the Declarant 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 or Owners 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, the Documents may set forth additional circumstances in which the Members or Owners are required to cast their vote individually, and voting by Neighborhood Delegates is prohibited.

“Notice of Applicability” means the Recorded notice executed by the 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. A Notice of Applicability may also subject a portion of the Property to a previously Recorded Development Area Declaration.

“Occupant” means a resident, 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.

“Representative System of Voting” means the method of voting which may be established by Declarant pursuant to *Section 3.06* below.

“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 and designated 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 5.06*.

“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 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 the 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 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.

"Special Common Area Assessments" means assessments levied against the Lots and/or Condominium Units as described in *Section 5.05*.

"Voting Group" has the meaning set forth in *Section 3.07* below.

TABLE 1: DOCUMENTS	
Covenant (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of Property made subject to the Covenant by the filing of a Notice of Applicability.
Notice of Applicability (Recorded)	Describes the portion of the Property being made subject to the terms and provisions of the Covenant and any applicable Development Area Declaration.
Development Area Declaration (Recorded)	Includes additional covenants, conditions and restrictions governing portions of the Development.
Certificate of Formation (Filed with Secretary of State and Recorded)	Establishes the Association as a not-for-profit corporation under Texas law.
Bylaws (Recorded)	Governs the Association's internal affairs, such as elections, meetings, etc.
Community Manual (Recorded)	Establishes rules and policies governing the Association.
Design Guidelines (if adopted, Recorded)	Governs the design and architectural standards for the construction of Improvements and modifications thereto. Neither the Declaration
Rules (if adopted, Recorded)	Rules regarding the use of property, activities, and conduct within the Development.
Board Resolutions (adopted by the Board of the Association)	Establishes rules, policies, and procedures for the Association.

ARTICLE II.
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. 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 or 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 Addison 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) Approval of Regulatory Submission Items. Each Owner is further advised that prior to submitting any application, zoning change, variance or special use permit, plat, drainage plans, building or site plan, expressly including any amendments to the preliminary plan and any development plan required to be submitted by an Owner pursuant to any zoning ordinance applicable to the Property or the Development (the "Regulatory Submission Items"), to a regulatory authority for approval or issuance of a permit, as applicable, the Owner must first obtain approval from the Addison Reviewer of the Regulatory Submission Items (the "Preliminary Regulatory Approval"). Any Preliminary Regulatory Approval granted by the Addison Reviewer is conditional and no Improvements may be constructed in accordance with the Regulatory Submission Items until the Owner has submitted to the Addison Reviewer a copy of the Regulatory Submission Items approved by the regulatory authority and the Addison Reviewer has issued to the Owner a "Notice to Proceed". In the event of a conflict between the Regulatory Submission Items approved by the Addison Reviewer and the Regulatory Submission Items approved by the regulatory authority, the Owner will be required to resubmit the Regulatory Submission Items to the Addison Reviewer for approval. Each Owner acknowledges that no regulatory authority has the authority to modify the terms and provisions of the Documents applicable to all or any portion of the Development.

(d) Addison Reviewer Approval of Project Names. Each Owner is advised that the name used to identify the Development Area or any portion thereof for

marketing or identification purposes must be approved in advance and in writing by the Addison Reviewer.

(e) **Development Amenities.** A Development Area may include common area, open space, water quality facilities, parkland, trails, landscape areas, roadways, driveways or easements which benefit the Development in addition to the Development Area, as reasonably determined by the Declarant during the Development Period, and a Majority of the Board after termination or expiration of the Development Period (the "**Development Amenities**"). Declarant, during the Development Period, and a Majority of the Board after termination or expiration of the Development Period, may require all or a portion of such Development Amenities be conveyed, transferred, or dedicated (by deed easement, or license) to: (i) the Association; or (ii) another entity designated by the Declarant or a Majority of the Board, as applicable. Alternatively, the Declarant, during the Development Period, and a Majority of the Board after termination or expiration of the Development Period, may require that all or a portion of such Development Amenities be owned and maintained by the Owner of all or a portion of a particular Development Area, subject to an easement in favor of other Owner(s) and Occupants, as designated by the Declarant or a Majority of the Board, as applicable (e.g., ingress and egress over and across the driveways constructed within the Development Area).

The Development Amenities may not be conveyed or otherwise transferred unless the conveyance and transfer is approved in advance and in writing by the Declarant during the Development Period, and a Majority of the Board after expiration or termination of the Development Period.

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 portions of the Property made subject to the Development Area upon the Recordation of one or more Notices of Applicability. To the extent of any conflict between the terms and provisions of a Development Area Declaration and this Covenant, the terms and provisions of the 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 (collectively, the "**Conceptual Plans**") are conceptual in nature and are intended to be used for illustrative purposes only. **The land uses and Improvements 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. Neither Declarant nor any Homebuilder or other developer of any portion of the Property or the Development makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property or the Development and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans in making the decision to purchase any land or 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.

The Development is a master planned community which will be developed over a number of years. The plans, land uses, projected Improvements, Assessments, and Documents are subject to change from time to time, without notice or obligation to notify.

2.04 Provision of Benefits and Services to Service Areas.

(a) Declarant, in a Notice of Applicability Recorded pursuant to *Section 9.05* or in any written Recorded notice, 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 Recorded notice 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 associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Lot and/or Condominium Units among all Service Areas receiving the same service). If approved by the Board, the

Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the total number of votes held by all Lots 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 III.
ADDISON 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 Condominium Unit will be located within a "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 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.

(b) Easement of Enjoyment – Common Area. Every Member will have a right and easement of enjoyment in and to all of the Common Area 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 the Declarant, during the Development Period, and the Board thereafter, to cause such Improvements and features to be constructed upon the Common Area, as determined from time to time by the Declarant, in the 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 the 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 the 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 the Declarant during the Development Period, and the Board thereafter, to grant easements or licenses over and across the Common Area;

(vi) The right of the Declarant, during the Development Period, and the Board, with the advance written approval of the Declarant during the Development Period, to promulgate Rules regarding the use of the 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 the 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 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 the following restrictions and reservations:

(i) The right of the Declarant, during the Development Period, and the Board thereafter, to cause such Improvements and features to be constructed

upon the Special Common Area, as determined from time to time by the Declarant, in the Declarant's sole and absolute discretion;

(ii) The right of Declarant during the Development Period to grant additional Lots or Condominium Units use rights in and to Special Common Area in a subsequently filed Notice of Applicability or other 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 the 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 the 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 the Declarant, during the Development Period, and the Board, with the advance written approval of the 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 the 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 shall hold a meeting of Members of the Association for the purpose of electing one-third of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds

of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.

3.05 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) Residential Lot. 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) Commercial Lot or Condominium Unit. 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 actual use of the Commercial Lot or Condominium Unit or the Improvements actually constructed on the Commercial Lot or Condominium Unit differ from the anticipated use of the Commercial Lot or Condominium Unit or 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) Declarant. In addition to the votes to which Declarant is entitled by reason of *Section 3.05(a)* and *Section 3.05(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. Declarant may cast votes allocated to the Declarant pursuant to this Section and 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

(d) Co-Owners. 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 this *Section 3.05*.

3.06 Representative System of Voting.

The Representative System of Voting shall only be established if the Declarant first calls for election of a Neighborhood Delegate for a particular Neighborhood. The Declarant shall have no obligation to establish the Representative System of Voting. In addition, Declarant may terminate the Representative System of Voting at any time prior to expiration of the Development Period by Recorded written instrument.

(a) Election of Initial Neighborhood Delegate. In the event that the Declarant chooses to establish a Representational System of Voting, the Owners of Lots and Condominium Units within each Neighborhood shall elect a Neighborhood Delegate and an alternate 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 I* 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 will have the sole right to appoint and remove all members of the Board.

(b) Election of Successor Neighborhood Delegates. If the 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.

(c) Term. 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. Notwithstanding the foregoing provision, the 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.

(d) Election Results. 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) Voting by the Neighborhood Delegate. 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 casts 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.

(f) Qualification. 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, Residents of the Neighborhood, or an entity representative where an Owner is an entity.

(g) Removal. 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.

(h) Subordination to the Board. 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.

(i) Running for the Board. An Owner may not simultaneously hold the position of Neighborhood Delegate and be a member of the Board of Directors. In addition, if Neighborhood Delegates are established, a Neighborhood Delegate running for the Board shall resign their position prior to casting any vote for a member of the Board. In such event, the alternate Neighborhood Delegate shall serve out the rest of the term as the former Neighborhood Delegate, and another alternate Neighborhood Delegate shall be elected by the Owners or Members in the Neighborhood to serve out the term as the successor alternate Neighborhood Delegate.

3.07 Voting Groups.

Declarant may designate Voting Groups consisting of one or more Neighborhoods for the purpose of electing members of the Board. The purpose of Voting Groups is to provide groups with dissimilar interests the opportunity to be represented on the Board and to avoid a situation in which less than all the Neighborhoods are able to elect the entire Board. Voting Groups may be established by the Declarant without regard to whether the Representative System of Voting has been implemented in accordance with *Section 3.06* by the Declarant. If Voting Groups are established and the Representative System of Voting has been implemented, then a Neighborhood Delegate shall only vote on the slate of candidates assigned to the Neighborhood Delegate. If Voting Groups are established and the Representative System of Voting has not been implemented, then each Owner of a Lot or Condominium Unit shall only vote on the slate of candidates assigned to their Neighborhood.

(a) Voting Group Designation. Declarant shall establish Voting Groups, if at all, not later than the date of expiration of the Development Period by Recording a written instrument identifying the Neighborhoods within each Voting Group (the "Voting Group Designation"). The Voting Group Designation will assign the number of members of the Board which the Voting Group is entitled to exclusively elect.

(b) Amendment of Voting Group Designation. The Voting Group Designation may be amended unilaterally by the Declarant at any time prior to the expiration of the Development Period. After expiration of the Development Period, the Board shall have the right to Record or amend such Voting Group Designation upon the vote of a Majority of the Board and approval of Neighborhood Delegates representing a Majority of the Neighborhoods. Neither Recordation nor amendment of such Voting Group Designation shall constitute an amendment to this Covenant, and no consent or approval to modify the Voting Group Designation shall be required except as stated in this paragraph

(c) Single Voting Group. Until such time as Voting Groups are established, all of the Development shall constitute a single Voting Group. After a Voting Group Designation is Recorded, any and all portions of the Development which are not assigned to a specific Voting Group shall constitute a single Voting Group.

3.08 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 Applicable Law 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, policies, the Bylaws and the Community Manual, as applicable, which are not in conflict with this Covenant, as the Board deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association. Any Rules, policies, the Bylaws and the Community Manual and any modifications thereto, proposed by the Board, must be approved in advance and in writing by the 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 V* 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 or 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 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 V* 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 enter into, alter or demolish any Improvements on any Lot or 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 3.08(e) (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT TO THE EXTENT SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION RESULTED FROM 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 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.

Until expiration or termination of the Development Period, any grant or conveyance under this *Section 3.08(g)* must be approved in advance and in writing by the Declarant. In addition, the Association (with the advance written approval of the Declarant during the Development Period) and the Declarant are 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"), which may include Declarant or an affiliate of Declarant 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. In addition, the Board may adopt resale certificate fees or any other fees associated with the provision of management services to the Association or its Members. **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 advance written approval of the 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 the 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 the Declarant.

(n) Authority with Respect to the Documents. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any of the Documents. Any decision by the Board to delay or defer the exercise of the power and authority granted by this Section 3.08(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 the Declarant during the Development Period.

3.09 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, the general public, 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 the 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 the Declarant. Declarant and its assignees may construct and maintain upon portions of the Common Area and the Special Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements on the Development, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and its assignees shall have an easement over and across the Common Area and the Special Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge.

3.10 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 such person is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by such person 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 or her conduct was unlawful.

3.11 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.

3.12 Bulk Rate Contracts.

Without limitation on the generality of the Association powers set out in *Section 3.08* above, the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant. 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.

3.13 Community Services and Systems.

The Declarant, or any affiliate of the Declarant with the Declarant's consent, during the Development Period, and the Board, with the 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 the Declarant,

or any affiliate of the Declarant, elects to provide any of the Community Services and Systems to all or any portion of the Development, the Declarant or affiliate of the Declarant may enter into an agreement with the Association with respect to such services. In the event Declarant, or any affiliate of the 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, the Declarant or the affiliate of the Declarant may assign any or all of the rights or obligations of the Declarant or the affiliate of the 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 the 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. The Declarant and the Association, or any of their respective affiliates, directors, 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.

3.14 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, Condominium Units or any portion of the Property owned by Declarant. 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 the 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 IV. 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.

ARE YOU COVERED?

The Association will not provide insurance which covers an Owner's Lot, a Condominium Unit, or any Improvements or personal property located on a Lot or within a Condominium Unit.

4.02 Restoration Requirements.

In the event of any fire or other casualty, the Owner will either: (i) unless otherwise approved by the Addison 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. Unless otherwise approved by the Addison Reviewer, 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 levied as an Individual Assessment chargeable to the Owner's Lot or Condominium Unit. **EACH 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 IV*, 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 V.
COVENANT FOR ASSESSMENTS**

5.01 Assessments.

(a) Established by Board. Assessments established by the Board pursuant to the provisions of this *Article V* will be levied against each Lot and Condominium Unit in amounts determined pursuant to *Section 5.09* below. The total amount of Assessments will be determined by the Board in accordance with the terms of this *Article V*.

(b) Personal Obligation; Lien. 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. 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 Subsidy. 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 prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association ("Regular Assessments") which sets forth: (i) an estimate of 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 (ii) an estimate the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and giving due consideration to any expected income and any surplus from the prior year's fund; and which (iii) excludes 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 Assessments.

In addition to the Regular Assessments provided for above, the Board may levy special assessments ("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 the Documents. The amount of any Special Assessments will be at the sole discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment 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. 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 based on Assessment Units

5.05 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 assessments levied to pay for expenses associated with a Special Common Area (the "**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.

5.06 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 assessments levied to pay for Service Area Expenses each Service Area ("**Service Area Assessments**") 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. 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.

5.07 Individual Assessments.

In addition to any other Assessments, the Board may levy an individual assessment ("**Individual Assessment**") against an Owner and the Owner's Lot or Condominium Unit, which may include, but is not limited to: (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 paid by each Lot or Condominium Unit according to benefit received.

5.08 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 Association may use the working capital to discharge operating expenses. 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 (iv) is a Homebuilder; or (v) 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: (vi) acquires a Lot or Condominium Unit and is not in the business of constructing single-family residences for resale to a third party; or (vii) 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 5.08*. The working capital assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article V* 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. The 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.

5.09 Amount of Assessment.

(a) Assessments to be Levied. The Board will levy Assessments against each "Assessment Unit" (as defined in *Section 5.09(b)* below). Unless otherwise provided in this Covenant, Assessments levied pursuant to *Section 5.03* and *Section 5.04* will be levied uniformly against each Assessment Unit. Special Common 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 assigned the obligation to pay Special Common Area Assessments. Service Area Assessments levied pursuant to *Section 5.06* will be levied either: (i) equally; (ii) based on Assessment Units allocated to the Lots and/or Condominium Units within the Service Area; or (iii) based on the benefit received among all Lots and Condominium Units in the benefited Service Area 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 5.09(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 actual use of the Commercial Lot or Condominium Unit or Improvements actually constructed on the Commercial Lot or Condominium Unit differ from the anticipated use of the Commercial Lot or Condominium Unit or Improvements contemplated to be constructed thereon at the time the notice allocating Assessment

Units thereto was originally Recorded. 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. Declarant's determination regarding the number of Assessment Units applicable to a Residential Lot pursuant to this *Section 5.09(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.

(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. Declarant or the Board may also exempt any portion of the Property which is dedicated and accepted by public authority from Assessments.

5.10 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.

5.11 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 1½% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

5.12 Assessment Lien and Foreclosure.

The payment of all sums assessed in the manner provided in this *Article V* is, together with late charges as provided in *Section 5.10* and interest as provided in *Section 5.11* and all costs of collection, including attorney's fees, 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; (ii) all sums secured by a Recorded first mortgage 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 authorized 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 an authorized officer 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 5.12*, the Association will upon the request of the Owner, and at such Owner's cost, execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release may be signed by an authorized officer of the Association and Recorded. 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.

5.13 Exempt Property.

The following area within the Development will be exempt from the Assessments provided for in this Article:

- (a) All area dedicated and accepted by a public authority;
- (b) The Common Area and the Special Common Area; and
- (c) Any portion of the Property or Development owned by Declarant.

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.

5.14 Fines and Damages Assessment.

(a) Board Assessment. The Board may assess fines against an Owner for violations of the Restrictions which have been committed by an Owner, an Occupant or an Owner's or Occupant's guests, agents or invitees. Any fine and/or charge for damage levied in accordance with this *Section 5.14* 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 any facilities caused by the Owner, Occupant, their guests, 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 Regulations and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines

(b) Procedure. Before levying a fine, the Association will give the Owner a written violation notice via certified mail, return receipt requested, and an opportunity to be heard, if requested by the Owner. 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 or property damage that is the basis for the suspension action, charge, or fine and state any amount due to the Association from the Owner; (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 to avoid the fine or suspension; (6) the amount of the fine; (7) a statement that no later than the thirtieth (30th) day after receiving the notice, the Owner may request a hearing pursuant to Section 209.007 of the

Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (8) a statement informing the Owner that they may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq.*), if the Owner is serving on active military duty. The notice sent out pursuant to this paragraph is further subject to the following:

(i) First 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 those items set out in (1) – (8) above, along with 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.

(ii) Repeat Violation – No Cure within 6 Months. If the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, the notice will state those items set out in (1) - (3), (6) and (8) above, but will also state that because the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but has not cured the violation, then the Owner will be fined pursuant to the *Schedule of Fines* described in the Community Manual.

(iii) Continuous Violation. After an Owner has been notified of a violation as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines* described in the Community Manual, if 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.

(c) Due Date. Fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the First Violation notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

(d) Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 5.11* 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 5.14*, the fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article V*.

ARTICLE VI.
ADDISON 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 Addison Reviewer is Declarant or its designee. No Improvement constructed or caused to be constructed by the Declarant will be subject to the terms and provisions of this *Article VI* and need not be approved by the Addison Reviewer.

(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 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. The Declarant is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the 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 Addison 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. 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, or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur unless approved in advance by the Addison Reviewer. The Addison 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 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 Addison Reviewer together with any review fee which is imposed by the Addison 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 or Condominium Unit, 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 Addison Reviewer. The Addison 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 Addison Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Addison Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Addison Reviewer, in its sole discretion, may require. Site plans must be approved by the Addison Reviewer prior to the clearing of any Lot or Condominium Unit, or the construction of any Improvements. The Addison 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 Addison Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Covenant, the Addison Reviewer may issue an approval to Homebuilders 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 Addison Reviewer will have the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines which 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 Addison Reviewer will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted. Such charges will be held by the Addison Reviewer and used to defray the administrative expenses and any other costs incurred by the Addison Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the Addison Reviewer will be distributed to the Association at the end of each calendar year. The Addison 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 Addison Reviewer. The Addison 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 Addison Reviewer as provided herein, and the Addison 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 Addison Reviewer may grant variances from compliance with any of the provisions of the Documents, when, in the opinion of the Addison 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 the 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 Addison 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 Addison Reviewer of any final plans and specifications, and any variances granted by the Addison 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 Addison Reviewer, and the Addison 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 Addison Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Addison 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 Addison Reviewer.

(g) Non-Liability of the Addison Reviewer. NEITHER THE DECLARANT, THE BOARD, NOR THE ADDISON 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 ADDISON REVIEWER'S DUTIES UNDER THIS COVENANT.

ARTICLE VII.
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 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 a Mortgage held, insured, or guaranteed by an 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.

ARTICLE VIII.
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 or Special Common Area to the extent necessary to use the Common Area or Special Common Area and the right to such other temporary uses of the Common Area or 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; (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; (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 (iv) the installation, location, relocation, construction, erection and maintenance of any streets, roadways, or other areas to serve the Development, the Property, and any other property owned by Declarant. Declarant may unilaterally assign the easements reserved hereunder to any third party who owns, operates, manages 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. 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 Easement to Construct and Maintain Drainage Facilities.

Declarant hereby reserves, for the benefit of the Property, perpetual, non-exclusive easement, over, upon, under and across any open space within the Development (the "Easement Property") for the following purposes:

(a) The construction, installation, placement, operation, maintenance, replacement, upgrade, and repair of drainage and stormwater facilities and related appurtenances in, upon, under and across the Easement Property, including but not limited to irrigation facilities, storm water detention ponds and water quality ponds, and;

(b) The construction, installation, placement, operation, maintenance, replacement, upgrade, and repair of water and wastewater lines and related appurtenances, or making connections thereto, in, upon, under, over, and across the Easement Property.

Declarant may unilaterally assign the easements reserved hereunder to any third-party who owns, operates, manages or maintains the facilities and Improvements described in this *Section 8.06*. The assignment may be made: (i) unilaterally and without the consent or any further approval of any other party, (ii) exclusively or non-exclusively; and (iii) in whole or in part.

8.07 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.

8.08 Easement for Special Events.

The Declarant reserves for itself and the Association, and their successors, assigns, and designees, a perpetual, nonexclusive easement over the Common Area, for the purpose of conducting educational, cultural, artistic, musical and entertainment activities; and other activities of general community interest at such locations and times as the Declarant or the Association, in their reasonable discretion, deem appropriate. Members of the public may have access to such events. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot or Condominium Unit subject to this Covenant acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the Occupants to take no action, legal or otherwise, which would interfere with the exercise of such easement.

**ARTICLE IX.
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 the 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, Voting Groups, 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, during the Development Period, Declarant will have the right and privilege: (a) 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 in the Development; (b) to maintain Improvements upon Lots as sales, model, management, business and construction offices; and (c) 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.

9.03 Addition of Land.

Declarant may, at any time and from time to time, 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 Property or 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 and any applicable Development Area Declaration. This Covenant and any applicable Development Area Declaration 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 and any applicable Development Area Declaration. 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 the 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 previously Recorded Development Area Declaration (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;
- (e) A statement assigning the portion of the Property described therein to a specific Neighborhood which may then exist or may be newly created;
- (f) If applicable, an allocation of Assessment Units and votes attributable to any Commercial Lot(s) or Condominium Unit(s) within the portion of the Property described therein;
- (g) If applicable, a description of any Special Common Area which benefits the Property and the beneficiaries of such Special Common Area; and

(h) If applicable, a description of a description of any Service Area which benefits the Property and the beneficiaries of such Service Area.

NOTICE TO TITLE COMPANY

NO PORTION OF THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS OF THIS COVENANT AND THIS COVENANT DOES NOT APPLY TO ANY PORTION OF THE PROPERTY UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PROPERTY AND REFERENCING THIS COVENANT HAS BEEN RECORDED.

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 X.
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, 2088, 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 contemplated by 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.

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 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 the 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 the 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 the 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 THE DECLARANT, THE ASSOCIATION, AND THEIR PARTNERS, DIRECTORS, OFFICERS, OR AGENTS FROM AND AGAINST ANY DAMAGES, CLAIMS OR

LIABILITY ASSOCIATED WITH THE FAILURE OF THE DECLARANT OR THE ASSOCIATION TO ENFORCE THE TERMS AND PROVISIONS OF THE DOCUMENTS.

10.06 No Warranty of Enforceability.

The 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 Covenant. Any Owner acquiring a Lot or Condominium Unit in reliance on one or more of such restrictive covenants, terms, or provisions 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) **Claims.** 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) **Repair Obligations.** 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) **Restoration.** 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, 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) **Special Assessment for Common Area.** 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 V*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) **Special Assessment for Special Common Area.** 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 V*, 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) Proceeds Payable to Owners. 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) Proceeds Payable to Owners Responsible for Special Common Area. 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 the Declarant, the Addison 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. The Declarant, the Addison 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 the 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 the 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 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. Such address may be changed from time to time by notice in writing given by such person to the Association.

[SIGNATURE PAGE FOLLOWS]

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

DECLARANT:

**CARMA PROPERTIES WESTPORT LLC, a Texas
limited liability company**

By: 

Printed Name: CHAD MATHESON

Title: ASSISTANT SECRETARY

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 8th day of January, 2014
by Chad Matheson, ASST SEC of Carma Properties Westport LLC, a Texas limited
liability company, on behalf of said company.

(SEAL)


Notary Public Signature

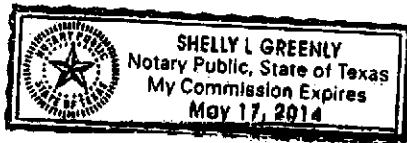


EXHIBIT "A"

DESCRIPTION OF PROPERTY

194.409 ACRES IN THE SANTIAGO DEL VALLE GRANT IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 165.238 ACRE TRACT CONVEYED BY GENERAL WARRANTY DEED TO CARMA PROPERTIES WESTPORT LLC, DATED JUNE 29, 2006 AND RECORDED UNDER DOCUMENT NO. 2006122815 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF A 19.678 ACRE TRACT CONVEYED BY GENERAL WARRANTY DEED TO CARMA PROPERTIES WESTPORT LLC, DATED NOVEMBER 6, 2006 AND RECORDED UNDER DOCUMENT NO. 2006216208 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND ALL OF A 9.661 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO CARMA PROPERTIES WESTPORT LLC, DATED MARCH 27, 2013 AND RECORDED UNDER DOCUMENT NO. 2013055307 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

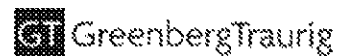
Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

January 08 2014 02:49 PM

FEE: \$ 270.00 2014002679

AFTER RECORDING RETURN TO:



Carey Gunn Venditti Esq.
GREENBERG TRAUIG, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com



**FIRST AMENDMENT TO THE
MASTER COVENANT**

Travis County, Texas

Declarant: CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company

Cross Reference to Addison Master Covenant, recorded as Document No. 2014002679 of the Official Public Records of Travis County, Texas.



**FIRST AMENDMENT TO THE
MASTER COVENANT**

This First Amendment to Addison Master Covenant (this “**Amendment**”) is made by **CARMA PROPERTIES WESTPORT LLC**, a Texas limited liability company (“**Declarant**”), and is as follows:

RECITALS:

- A. Declarant previously executed and recorded that certain Addison Master Covenant, recorded as Document No. 2014002679 of the Official Public Records of Travis County, Texas (the “**Covenant**”).
- B. Pursuant to *Section 10.03* of the Covenant, the Covenant may be amended by Declarant acting alone.
- C. Declarant desires to amend the Covenant as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends and modifies the Covenant as follows:

- 1. **Definitions**. The “**Development Period**” definition in *Article I* is hereby deleted in its entirety and is replaced with the following:

“Development Period” means the period of time beginning on the date when this Covenant has been Recorded, and ending seventy-five (75) years thereafter, unless earlier terminated by a Recorded written instrument executed by the Declarant. Declarant may terminate the Development Period by a Recorded written instrument executed by the Declarant. 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, or the right to direct the size, shape and composition of the Property and the Development. The Development Period is for a term of years and does not require that Declarant own any portion of the Property of the Development.

- 2. **Working Capital Assessment**. *Section 5.08* of the Covenant is hereby deleted in its entirety and is replaced with the following:

5.08 Working Capital Assessment. Each Owner (other than Declarant) will pay a one-time working capital assessment (the “**Working Capital**”

Assessment") to the Association in such amount, if any, as may be determined by the Declarant, until expiration or termination of the Development Period, and by the Board thereafter. 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. Such Working Capital Assessment need not be uniform among all Lots or Condominium Units, and the Declarant or the Board, as applicable, 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 Association may use the Working Capital Assessments to discharge operating expenses. The levy of any Working Capital Assessment will be effective only upon the Recordation of a written notice, signed by the Declarant or a duly authorized officer of the Board, as applicable, 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 (iv) is a Homebuilder; or (v) 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: (vi) acquires a Lot or Condominium Unit and is not in the business of constructing single-family residences for resale to a third party; or (vii) 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, until expiration or termination of the Development Period, and the Board thereafter, will determine application of an exemption in its sole and absolute discretion. 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 Declarant during the Development Period, and the Board thereafter, 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.

3. Fines and Damages Assessment. *Section 5.14* of the Covenant is hereby deleted in its entirety and is replaced with the following:

5.14 Fines and Damages Assessment.

(a) **Board Assessment.** The Board may assess fines against an Owner for violations of the Documents which have been committed by an Owner, an Occupant, or an Owner's or Occupant's guests, agents or invitees. Any fine and/or charge for damage levied in accordance with this *Section 5.14* 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, the Special Common Area, or any facilities caused by the Owner, the Occupant, or their guests, 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 Documents and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a policy regarding fines and enforcement, including a schedule of fines.

(b) **Lien Created.** 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 5.11* 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 5.14*, the fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 5*.

4. Declarant as Attorney in Fact. *Section 8.07* of the Covenant is hereby deleted in its entirety.

5. Designation of Neighborhood. *Section 9.07* is hereby added to the Covenant and is as follows:

9.07 Designation of Neighborhood. Declarant may, at any time and from time to time, file a designation of neighborhood (a "**Designation of Neighborhood**") assigning portions of the Property to a specific Neighborhood. Upon the filing of a Designation of Neighborhood, such land will be considered part of the Neighborhood so designated. To assign portions of the Property to a specific Neighborhood, Declarant will be required only to Record a Designation of Neighborhood containing the following provisions:

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

(b) An identification of the Neighborhood applicable to such portion of the Property and a statement that such land will be considered part of such Neighborhood for purposes of this Covenant; and

(c) A legal description of the designated land.

6. **Miscellaneous**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Covenant remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

Executed to be effective on this 19 day of OCTOBER, 2015.

DECLARANT:


**CARMA PROPERTIES WESTPORT LLC, a
Texas limited liability company**

By: [Signature]
Printed Name: CHAD MATHESON
Title: CFO

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this 19 day of October, 2015, by Chad Matheson, Chief Financial Officer of Carma Properties Westport LLC, a Texas limited liability company, on behalf of said limited liability company.

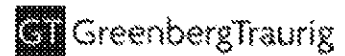
[Signature]
Notary Public, State of Texas

(seal)




**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**
[Signature]
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
October 19 2015 04:31 PM
FEE: \$ 46.00 2015167705

AFTER RECORDING RETURN TO:



Carey Gunn Venditti Esq.
GREENBERG TRAUIG, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com



FIRST AMENDMENT TO
DEVELOPMENT AREA DECLARATION
[RESIDENTIAL]

Travis County, Texas

Declarant: CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company

Cross reference to Addison Master Covenant, recorded as Document No. 2014002679 in the Official Public Records of Travis County, Texas, as amended; and that certain Addison Development Area Declaration [Residential], recorded as Document No. 2014129038 in the Official Public Records of Travis County, Texas.



FIRST AMENDMENT TO
ADDISON DEVELOPMENT AREA DECLARATION
[RESIDENTIAL]

This First Amendment to Addison Development Area Declaration [*Residential*] (this “Amendment”) is made by **CARMA PROPERTIES WESTPORT LLC**, a Texas limited liability company (the “Declarant”), and is as follows:

RECITALS

A. Declarant previously recorded that certain Addison Development Area Declaration [*Residential*], recorded as Document No. 2014129038 in the Official Public Records of Travis County, Texas (the “Development Area Declaration”), pursuant to the terms and conditions of that certain Addison Master Covenant, recorded as Document No. 2014002679 in the Official Public Records of Travis County, Texas, as amended (the “Covenant”).

B. Pursuant to *Section 6.02* of the Development Area Declaration, the Development Area Declaration may be amended by Declarant acting alone.

C. Declarant desires to amend the Development Area Declaration as set forth hereinbelow.

NOW, THEREFORE, Declarant hereby amends and modifies the Development Area Declaration as follows:

1. **Solar Energy Device**. The definition for “Solar Energy Device” is hereby added under *Article I* as follows:

“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 chemical device that has the ability to store solar-generated for use in heating or cooling or in the production of power.

2. **Solar Energy Device**. The first paragraph of *Section 3.12* is hereby deleted in its entirety and is replaced with the following:

3.12 Solar Energy Device. During the Development Period this *Section 3.12* does not apply and the Addison Reviewer must approve in advance

and in writing the installation of any Solar Energy Device, as such is defined in *Article 1*. After the expiration or termination of the Development Period, Solar Energy Devices may be installed with the advance written approval of the ACC.

3. Standby Electric Generators. *Section 3.13* is hereby added to the Development Area Declaration and is as follows:

3.13 Standby Electric Generators. A “standby electric generator” shall have the same meaning as outlined in Section 202.019 of the Texas Property Code. The installation, operation and maintenance of all standby electric generators must comply with the following:

(a) The installation and maintenance of the standby electric generator must be in compliance with manufacturer’s specifications and all applicable governmental health, electrical and building codes.

(b) The installation of all electrical, plumbing and fuel line connections must be performed by a licensed contractor.

(c) The installation of all electrical connections must be performed in accordance with applicable governmental health, safety, electrical and building codes.

(d) The installation of all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be performed in accordance with applicable governmental health, safety, electrical and building codes.

(e) The installation of all liquefied petroleum gas fuel line connections must be performed in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical and building codes.

(f) The installation and maintenance of nonintegral standby electric generator fuel tanks must comply with applicable municipal zoning ordinances and governmental health, safety, electrical and building codes.

(g) All standby electric generators and its electrical lines and fuel lines must be maintained in good condition. In addition, the repairing, replacing and removal of any deteriorated or unsafe component of the standby electric generator, which includes electrical or fuel lines, is required.

(h) Owners must screen the standby electric generator if it is:

(i) Visible from the street faced by a residence; or

(ii) Located in a fenced or unfenced side or rear yard of a residence and is visible either from an adjoining Lot or from adjoining Common Area.

(i) Any periodic testing of the standby electric generator consistent with the manufacturer's recommendation must only be performed during the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday.

(j) It is strictly prohibited to use a standby electric generator to generate all or substantially all of the electrical power to a Lot, except when utility-generated electrical power is not available or is intermittent due to causes other than nonpayment for utility service.

(k) No standby electric generator shall be located on Common Area.

(l) No standby electric generator may be installed prior to obtaining written approval pursuant to *Article 6* of the Master Covenant.

4. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Development Area Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Development Area Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the 19 day of OCTOBER, 2015.

DECLARANT:

CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company

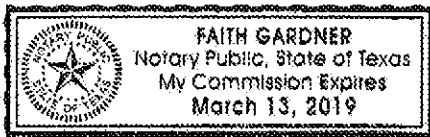
By: [Signature]
Printed Name: CHAD MATTHESON
Title: C.F.O.

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this 19 day of October, 2015, by Chad Matheson, Chief Financial Officer of Carma Properties Westport LLC, a Texas limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public, State of Texas

(seal)



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

[Signature]

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

October 19 2015 04:31 PM

FEE: \$ 42.00 2015167706



AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
Emily A. Jung, Esq.
GREENBERG TRAURIG, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com



AMENDED AND RESTATED COMMUNITY MANUAL

CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company, as the Declarant under Addison Master Covenant recorded under Document No. 2014002679, Official Public Records of Travis County, Texas, as amended, certifies that the foregoing Amended and Restated Community Manual amends and restates in its entirety that previously recorded Community Manual. This Amended and Restated Community Manual becomes effective when recorded.

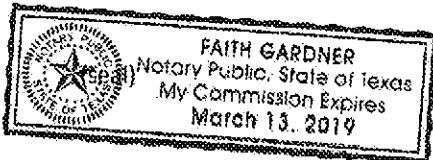
SIGNED on this 19 day of OCTOBER, 2015.

CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company

By: [Signature]
Printed Name: CHAD MATTHESON
Title: CFO

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this 19 day of October, 2015, by Chad Matheson, CFO of Carma Properties Westport LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public, State of Texas

Cross-reference to Addison Master Covenant recorded under Document No. 2014002679, Official Public Records of Travis County, Texas, as the same may be amended from time to time. In the event of a conflict between the terms and provisions of the Documents (defined below) or any policies adopted by the Board prior to the effective date of this instrument, the terms and provisions of this instrument shall control.



AMENDED AND RESTATED COMMUNITY MANUAL

I. INTRODUCTION

More than a spot on the map or your destination at the end of the day, a community is a sense of place and belonging – it is your home. A community consists of people who share the same goals and interests as you and your family to make your home an extra-ordinary place to live, recreate and thrive. Addison is your Community.

CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company is the developer of Addison. The guiding principles for the Community have been set forth in the governing documents for Addison, which include the Development Documents and the Association Documents (both defined below) and collectively referred to herein as the “**Documents**.” The Documents include such instruments as the Addison Master Covenant (the “**Master Covenant**”), any applicable Notices of Applicability, any applicable Development Area Declaration (the “**DAD**”), the Design Guidelines, if any, and this Amended and Restated Community Manual (collectively referred to as the “**Development Documents**”), all of which are recorded in the property records by the developer generally prior to the time that you purchased your property. The Development Documents contain covenants, conditions and restrictions which not only encumber your property, but also have a legal and binding effect on all Owners and Occupants in the Community, now or in the future.

Under the Development Documents, the developer is the “**Declarant**” who has reserved certain rights to facilitate the development, construction, and marketing of the Community, including its size, shape and composition, while the Community is being built-out (the “**Development Period**”). Furthermore, the Development Documents identify and set forth the obligations of Addison Master Community, Inc., the non-profit corporation created by the Declarant to exercise the authority and assume the powers described in the Master Covenant (the “**Association**”). Integral to the functioning of the Community, the Association’s roles include owning, operating and maintaining various Common Areas and Community amenities, as well as administering and enforcing all of the Documents.

Other specific Documents include such instruments as the Certificate of Formation and Bylaws which set forth the corporate governance structure of the Association as well as the various Rules, which include rules, regulations, policies and procedures outlining the operation of the Association and required standards for use of property, activities and conduct (the “**Association Documents**”). It is the Association Documents which are included within this Amended and Restated Community Manual, as further set forth herein.

II. PURPOSE

A successful community evolves when all community stakeholders work together to uphold the vision for the Community through the application and enforcement of the guiding principles and the standards set forth in all of the Documents. Declarant and the Association, as well as builders, owners, residents and visitors all have a role in ensuring the application and enforcement of the guiding principles and the standards of the Community. A reasonable balance must be achieved to uphold not only individual preferences in the Community, but also lend credence to those issues and concerns which have been determined to be in the best interests of the Community as a whole.

With these issues in mind and in furtherance of its obligation under Texas law to record all defined dedicatory instruments, the Declarant has developed this Amended and Restated Community Manual as a compilation of all of the Association Documents currently in effect for the Community. The Amended and Restated Community Manual does not include the Development Documents, which nonetheless bind you and all other Owners and Occupants of the Community. Rather, since all of the Association Documents must now be recorded in the property records as dedicatory instruments, this Amended and Restated Community Manual allows you to access all of such documents in one place rather than as separately recorded instruments.

III. CONTENTS AND PROCESS

The recorded Amended and Restated Community Manual contains the following Association Documents, the terms and provisions of each of which are applicable to or may be enforced against the Owners and Occupants within the Community as set forth therein: 1) the Certificate of Formation; 2) the Bylaws; 3) the Amended and Restated Fine and Enforcement Policy; 4) the Amended and Restated Assessment Collection Policy; 5) the Amended and Restated Records Inspection, Copying and Retention Policy; 6) the Amended and Restated Statutory Notice of Posting and Recordation of Association Governance Documents; 7) the Amended and Restated Email Registration Policy; 8) the Oak Wilt Policy; and 9) the Community Rules and Regulations.

As the Association Documents are changed from time to time as determined by the Board or new Rules or other dedicatory instruments are adopted which require recordation in the property records, a Majority of the Board upon approval by the Declarant will adopt a Supplement to the Community Manual to include the documents which are being changed or added to the Community Manual and cause such Supplement to be recorded in the property records. If for any reason, a document is added to the Community Manual pursuant to a Supplement which has previously been recorded in the property records, the effective date of such document shall be the original date of recordation in the Official Public Records of Travis County, unless provided in the Supplement.

THE POLICIES CONTAINED HEREIN REPLACE ANY PREVIOUSLY ADOPTED AND/OR RECORDED POLICIES IN THEIR ENTIRETY.

Capitalized terms used but not defined in this Amended and Restated Community Manual shall have the meaning subscribed to such terms in the Master Covenant.

This Amended and Restated Community Manual becomes effective when recorded.



AMENDED AND RESTATED COMMUNITY MANUAL

TABLE OF CONTENTS

1.	CERTIFICATE OF FORMATION	ATTACHMENT 1
2.	AMENDED AND RESTATED BYLAWS	ATTACHMENT 2
3.	AMENDED AND RESTATED FINE AND ENFORCEMENT POLICY	ATTACHMENT 3
4.	AMENDED AND RESTATED ASSESSMENT COLLECTION POLICY	ATTACHMENT 4
5.	AMENDED AND RESTATED RECORDS INSPECTION, COPYING AND RETENTION POLICY	ATTACHMENT 5
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7.	AMENDED AND RESTATED EMAIL REGISTRATION POLICY	ATTACHMENT 7
8.	OAK WILT POLICY	ATTACHMENT 8
9.	COMMUNITY RULES AND REGULATIONS	ATTACHMENT 9

ATTACHMENT 1

CERTIFICATE OF FORMATION

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



Nandita Berry
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

Addison Master Community, Inc.
File Number: 802050716

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: 08/22/2014

Effective: 08/22/2014



NANDITA BERRY

Nandita Berry
Secretary of State

Phone: (512) 463-5555
Prepared by: Rosa Arrellano

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Corporations Section

CERTIFICATE OF FORMATION
OF
ADDISON MASTER COMMUNITY, INC.

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a nonprofit corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

ARTICLE I
NAME

The name of the corporation is: Addison Master Community, Inc. (hereinafter called the "Association").

ARTICLE II
NONPROFIT CORPORATION

The Association is a nonprofit corporation.

ARTICLE III
DURATION

The Association shall exist perpetually.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

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 Addison Master Covenant, recorded in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "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 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.

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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.

**ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 11149 Research Blvd., Suite 100, Austin, Texas 78759. The name of its initial registered agent at such address is Goodwin Management, Inc.

**ARTICLE VI
MEMBERSHIP**

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the 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 VII
VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in the Covenant.

**ARTICLE VIII
INCORPORATOR**

The name and street address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Carey Gunn Venditti	401 Congress Avenue, Suite 2100 Austin, Texas 78701

**ARTICLE IX
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of

nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Chad Matheson	9737 Great Hills Trail, Ste 260 Austin, Texas 78759
Jessica King	9737 Great Hills Trail, Ste 260 Austin, Texas 78759
Jennifer Mills	9737 Great Hills Trail, Ste 260 Austin, Texas 78759

All of the powers and prerogatives of the Association shall be exercised by the initial Board of Directors named above until the first annual meeting of the Association.

**ARTICLE X
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 XI
INDEMNIFICATION**

Each person who acts as a director, officer or committee member 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 XII
DISSOLUTION**

The Association may be dissolved with the approval by members entitled to cast at least ninety percent (90%) of the total number of votes of the Association. The foregoing sentence

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shall in no way be interpreted to mean ninety percent (90%) of a quorum as established pursuant to the Bylaws. The Neighborhood Delegate system of voting (as set forth in the Covenant) is not applicable to a dissolution as contemplated by this Article XII, it being understood and agreed that any such dissolution must be approved by a vote of the members, with each member casting their vote individually. 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 XIII

ACTION WITHOUT MEETING

Any action required or permitted by law to be taken at a meeting of the members of the Association 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 the members of the Association or Neighborhood Delegates, as applicable, holding at least the minimum number of votes necessary to authorize such action at a meeting if all the members of the Association or Neighborhood Delegates, as applicable, entitled to vote thereon were present. If the action is proposed by the Association, the Board shall provide each member of the Association or Neighborhood Delegate, as applicable, written notice at least ten (10) days in advance of the date the Board proposes to initiate securing consent as contemplated by this Article XIII. Consents obtained pursuant to this Article XIII shall be dated and signed within sixty (60) days after receipt of the earliest dated consent 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 of the Association or Neighborhood Delegates, as applicable, 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 of the Association or Neighborhood Delegates, as applicable, entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE XIV

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 approval by members entitled to cast at least two-thirds ($\frac{2}{3}$) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean two-thirds ($\frac{2}{3}$) of a quorum as established pursuant to the Bylaws. The Neighborhood Delegate system of voting is not applicable to an amendment as contemplated by this Article XIV, it being understood and agreed that any amendment must be approved by a vote of the members, with each member casting their vote individually. In the case of any conflict between the Covenant and this Certificate of Formation, the Covenant shall control; and in the case of any conflict between this

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

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 22nd day of August, 2014.


Carey Gunn Venditti, Incorporator

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ATTACHMENT 2

**AMENDED AND RESTATED BYLAWS
OF
ADDISON MASTER COMMUNITY, INC.**

**ARTICLE I
INTRODUCTION**

The name of the corporation is Addison Master Community, Inc., a Texas nonprofit corporation, 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 the Declarant's reservations in that certain Addison Master Covenant, recorded in the Official Public Records of Travis County, Texas (the "Master Covenant"), 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 Master 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 Master 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, or Neighborhood Delegates, as applicable, 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. If an election or vote of the Members will occur outside of a meeting of the Members (i.e., absentee or electronic ballot), then the Association shall provide notice to each Member no later than the 20th day before the latest date on which a ballot may be submitted to be counted.

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 a 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 Master Covenant, the presence of the Members or Neighborhood Delegates, as applicable, representing ten percent (10%) of the total votes in the Association shall constitute a quorum at all Association meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, provided that Members representing at least five percent (5%) of the total votes in the Association remain in attendance, and provided that any action taken is approved by at least a Majority of the votes present at such adjourned meeting, unless otherwise provided in the Master Covenant.

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 Master Covenant, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in the Master 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. Cumulative voting shall not be allowed. 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. 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; (b) by absentee ballot; (c) by electronic ballot; or (d) by such other means as may be permitted by law and as adopted by the Board. 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 election, written and signed ballots are not required for uncontested races. 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 3.06* of the Master 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. 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 Applicable Law relating to the use of general proxies and subject to any specific provision to the contrary in the Master 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 Member or Neighborhood Delegate, as applicable, 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 Member or Neighborhood Delegate, as applicable, attends any meeting to vote in person, so that any vote cast at a meeting by a Member or Neighborhood Delegate 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. For the purposes of this Section, a nomination taken from the floor in a Board member election is not considered an amendment to the proposal for the election.

(1) 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 for which it was given. Any solicitation for votes by absentee ballot must include:

- (i) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;
- (ii) instructions for delivery of the completed absentee ballot, including the delivery location; and
- (iii) 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."***

(2) 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 or who performs a recount pursuant to *Section 3.12* may not disclose to any other person how an individual voted. Notwithstanding any provision of these Bylaws to the contrary, only a person who tabulates votes pursuant to this Section or performs a recount pursuant to *Section 3.12* shall be given access to any Association ballots.

Section 3.12. Recount of Votes. Any Member (the "Recount Requesting Member") may, not later than the fifteenth (15th) day after the later of the date of any meeting of Members at which an election or vote was held, or the date of the announcement of the results of the election or vote, require a recount of the votes (the "Recount Request"). A Recount Request must be submitted in writing either: (i) by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (ii) 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 Recount Requesting Member shall be required to pay, in advance, expenses associated with the recount as estimated by the Association, pursuant to subsection (a) below.

(a) **Cost of Recount.** The Association shall estimate the costs for performing the recount by a person qualified to tabulate votes under subsection (b), and no later than the 20th day after the date the Association receives the Recount Request, shall send an invoice for the estimated costs (the "Initial Recount Invoice") to the Recount Requesting Member at the Recount Requesting Member's last known address according to the Association's records. The Recount Requesting Member must pay the Initial Recount Invoice in full to the Association on or before the 30th day after the date the Initial Recount Invoice was delivered to the Recount Requesting Member (the "Deadline"). If the Initial Recount Invoice is not paid by the Recount Requesting Member by the Deadline, the Recount Requesting Member's Recount Request shall be considered withdrawn and the Association shall not be required to perform a recount. If the Initial Recount Invoice is paid by the Recount Requesting Member by the Deadline, then on or before the 30th day after the date of receipt of payment of the Invoice, the recount must be completed and the Association must provide each Recount Requesting Member with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the Recount Requesting Member for the cost of the recount not later than the 30th day after the date the results of the recount are provided. If the recount does not change the results of the election, and the estimated costs included on the Initial Recount Invoice are either lesser or greater than the actual costs of the recount, the Association shall send a final invoice (the "Final Recount Invoice") to the Recount Requesting Member on or before the 30th business day after the date the results of the recount are provided. If the Final Recount Invoice reflects that additional amounts are owed by the Recount Requesting Member, the Recount Requesting Member shall remit such additional amounts to the Association immediately. Any additional amounts not paid to the Association by the Recount Requesting Member before the 30th business day after the date the Final Recount Invoice is sent may be charged as an Individual Assessment against the Recount Requesting Member. If the costs estimated in the Initial Recount Invoice costs exceed the amount reflected in the Final Recount Invoice, then the Recount Requesting Member shall be entitled to a refund, which such refund shall be paid at the time the Final Recount Invoice is delivered pursuant to this Section.

(b) **Vote Tabulator.** Following receipt of payment of the Initial Recount Invoice, 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 each person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.

(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, as applicable, 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, as applicable, 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 Master Covenant, no later than the 10th anniversary of the date the Master Covenant is Recorded, or sooner as determined by Declarant, the Board must have held a meeting of the Members of the Association (the “**Initial Member Election Meeting**”) where the Members will elect one (1) Director for a one (1) year term (“**Initial Member Elected Director**”). Declarant will continue to appoint and remove two-thirds ($\frac{2}{3}$) 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.

(c) At the expiration or termination of the Development Period, the Declarant will thereupon call a meeting of the Members of the Association where the 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). Notwithstanding the foregoing provision, if a Voting Group Designation is filed in accordance with the Master Covenant such designation may establish a different number of Board members to be elected at the Member Election Meeting provided that in any event the number of Board members shall be no less than three (3) in number. The Voting Group Designation may also assign an initial term to each Board member position. A Voting Group Designation which establishes a different number of Board members and the initial terms of such Board members shall be deemed an amendment to the Bylaws. 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 corporation, partnership or other entity ownership of a Lot or Condominium Unit, a duly authorized agent or representative of the corporation, the partnership or other entity which owns a Lot or Condominium Unit. The corporation, partnership or other entity Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors. Other than as set forth in this subparagraph (e), the Association may not restrict an Owner's right to run for a position on the Board.

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

Section 4.3. Designation of Voting Groups by Declarant. Declarant may (but is not obligated to) designate Voting Groups consisting of one or more Neighborhoods for the purpose of electing directors to the Board. If Neighborhood Delegates are elected, such Neighborhood Delegates within each Voting Group shall vote on a separate slate of candidates for election to the Board. The Declarant shall establish Voting Groups, if at all, not later than the date of expiration or termination of the Development Period by Recording a written instrument identifying each Voting Group by legal description or other means such that the Lots and Condominium Units within each Voting Group can easily be determined. Such designation may be amended from time to time by Declarant, acting alone, at any time prior to the expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the Board will have the right by Recording an appropriate written instrument to amend any existing designation of Voting Groups, or to designate new Voting Groups, upon the vote of a Majority of the Board and approval of Neighborhood Delegates representing a Majority of the Neighborhoods. Until such time as Voting Groups are established, all of the Development shall constitute a single Voting Group. After a written instrument establishing Voting Groups has been Recorded, any and all portions of the Development which are not assigned to a specific Voting Group shall constitute a single Voting Group.

Section 4.4 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 4.5. Vacancies on Board of Directors. Except with respect to Directors appointed by the Declarant, 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 the 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 4.6. Removal of Directors. 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 Majority of the Members or Neighborhood Delegates, as applicable, which elected such Director. In the event Voting Groups are established pursuant to the Master Covenant, only the Neighborhood Delegates within the Voting Group may vote to remove the Director elected from such Voting Group.

Section 4.7. Solicitation of Candidate for Election to the Board. At least thirty (30) days before the date an Association disseminates absentee ballots or other ballots to Members for the purpose of voting in a Board election, the Association shall provide notice (the "**Solicitation Notice**") of the election to the Members. The Solicitation Notice shall: (a) solicit candidates that are eligible under *Section 4.1(e)* and interested in running for a position on the Board; (b) state that an eligible candidate has fifteen (15) days to respond to the Solicitation Notice and request to be placed on the ballot; and (c) must be: (1) mailed to each Member; (2) e-mailed to each Member that has registered their e-mail address with the Association; or (3) posted in a conspicuous manner reasonably designed to provide notice to Members, such as: (i) within the Common Area or, with the Member's consent, on other conspicuously located privately owned property within the subdivision; or (ii) on any website maintained by the Association or other internet media.

ARTICLE V MEETINGS OF DIRECTORS

Section 5.1. Development Period. The provisions of this *Article V* do not apply to Board meetings during the Development Period (as defined in the Master Covenant) during which period the Board may take action by unanimous written consent in lieu of a meeting pursuant to *Section 5.12*, except with respect to a meeting conducted for the purpose of: (a) adopting or amending the Documents (*i.e.*, declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

Section 5.2. 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 5.3. 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 5.4. 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 5.5. 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 5.6. 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 5.7. 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 5.8. 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 5.9. 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 5.10. Unanimous Consent. During the Development Period, Directors may vote by unanimous written consent. Unanimous written consent occurs if all Directors individually or collectively consent in writing to a Board action. The written consent must be filed with the minutes of Board meetings. Action by written consent shall be in lieu of a meeting and has the same force and effect as a unanimous vote of the Directors. As set forth in *Section 5.01*, Directors may not vote by unanimous consent if the Directors are considering any of the following actions: (a) adopting or amending the Documents (*i.e.*, declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

Section 5.11. Meeting Without Prior Notice. The Board may take action outside a meeting, including voting by electronic or telephonic means, without prior notice to the Members if each Board member is given a reasonable opportunity (i) to express his or her opinions to all other Board members and (ii) to vote. 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, unless done in an open meeting for which prior notice was given to the Members pursuant to *Section 5.9* above consider or vote on: (a) fines; (b) damage assessments; (c) the initiation of foreclosure actions; (d) the 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; (h) a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue; (i) the lending or borrowing of money; (j) the adoption of any amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent (10%); (l) the sale or purchase of real property; (m) the filling of a vacancy on the Board; (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (o) the election of an officer.

Section 5.12. 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 provided that: (1) each Board member may hear and be heard by every other Board member; (2) except for any portion of the meeting conducted in executive session: (i) all Members in attendance at the meeting may hear all Board members; and (ii) any Members are allowed to listen using any electronic or telephonic communication method used or expected to

be used by a participating Board member at the same meeting; and (3) the notice of the Board meeting provides instructions to the Members on how to access the electronic or telephonic communication method used in the meeting. 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.

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 Master Covenant:

- (a) adopt, amend, revoke, record, 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 Master 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 Master 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 Master 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. Execution of Instruments. 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 Members, which may include Declarant (with such alternates, if any, as may be deemed desirable) to a committee for any purpose.

**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 Master 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 Master 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**

These Bylaws may be amended by: (i) the 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 the Declarant until expiration or termination of the Development Period.

**ARTICLE XIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

The Association shall indemnify every Director, Officer or Committee Member against, and reimburse and advance to every Director, Officer or Committee Member 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 Law at the time of such

indemnification, reimbursement or advance payment; provided, however, no Director, Officer or Committee Member 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, Officer or Committee Member 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, Officer or Committee Member is expressly provided for by statute.

ARTICLE XIV MISCELLANEOUS

Section 14.1. 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.

Section 14.2. Users of these Bylaws should also review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by these Bylaws.

Section 14.3. 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 Master Covenant and these Bylaws, the Master Covenant shall control. In the case of any conflict between these Bylaws and any provision of Applicable Law, the conflicting aspect of the Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect.

Section 14.4. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions or articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

Section 14.5. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ATTACHMENT 3

ADDISON MASTER COMMUNITY, INC. AMENDED AND RESTATED FINE AND ENFORCEMENT POLICY

1. Background. Addison is subject to that certain Addison Master Covenant recorded under Document No. 2014002679 Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**"). In accordance with the Master Covenant, Addison Master Community, Inc., a Texas non-profit corporation (the "**Association**") was created to administer the terms and provisions of the Master Covenant. Unless the Master 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 Master Covenant, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, and any rules and regulations promulgated by the Association pursuant to the Master Covenant or any Development Area Declaration, as each may be 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 Master 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.
5. Violation Notice. Except as set forth in *Section 5(C)* below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records)(the "**Violation Notice**") and (ii) an opportunity to be heard, if requested by the Owner. 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 the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is

being violated; (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 the 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 mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the 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. app. section *et seq.*), if the 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 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 Violation Notice will state those items set out in (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 exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (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 Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*.
 - C. Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the 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 Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, 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.
6. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the 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, the 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 the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days' before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the 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. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. 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. **Due Date.** Fine and/or damage charges are due immediately if the violation is incurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the First Violation notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.
8. **Lien Created.** The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 5.11* of the Master Covenant 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 the Master Covenant. Unless otherwise provided in *Section 5.14* of the Master Covenant, the fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to *Article 5* of the Master Covenant.
9. **Levy of Fine.** Any fine levied shall be reflected on the 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. **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

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 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 is reasonable in light of the nature, frequency, and effect of the violation:

FINES‡:

New Violation: Notice of Violation	Fine Amount: \$25.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)
Repeat Violation (No Right to Cure or Uncurable Violation):	Fine Amount: 1st Notice \$50.00 2nd Notice \$75.00 3rd Notice \$100.00 4th Notice \$125.00
Continuous Violation: Continuous Violation Notice	Amount TBD

‡ The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

CONSTRUCTION FINES*:

Pursuant to the Documents, any construction activities within Addison are subject to fines* which may be assessed pursuant to the schedule of fines as follows:

Premature Clearing	\$500
Construction Without the Addison Reviewer Approval	\$500
Inadequate Construction Entry	\$250
Inadequate/Removed Silt Fence	\$250
Excessive Mud/Debris on Street	\$250 plus \$50/day
Excessive Construction Debris	\$250 plus \$50/day
No Dumpster Provided	\$150 plus \$50/day
No Chemical Toilet Provided	\$150 plus \$25/day
Violation of designated Construction Times (Mon-Sat; 7am–7pm)	\$100
Encroachment on Adjacent Properties	\$500 plus repair cost
Damage to Streets, Curbs, Infrastructure	\$500 minimum
Failure to Obtain Inspection from the Addison Reviewer upon Completion of Construction	\$500 minimum
Miscellaneous Violation of Construction Rules	TBD by Reviewer

Construction Fines are subject to the same provisions regarding General Fines.

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 providing [Owner] an opportunity to be heard regarding a notice of violation of the Documents sent by the Association.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for [Owner] to discuss, verify facts, and attempt to resolve the matter at issue. The Board may be able to resolve the dispute at the hearing or the Board may elect to take the matter 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 [Owner] 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 [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, a mutually agreed upon 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 [Owner] regarding the final terms of a mutually agreed upon resolution, if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, 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

ADDISON MASTER COMMUNITY, INC. AMENDED AND RESTATED ASSESSMENT COLLECTION POLICY

Addison is subject to that certain Addison Master Covenant, recorded under Document No. 2014002679, Official Public Records of Travis County, Texas, and any amendments or supplements thereto (the "**Master Covenant**"). The operation of the Community is vested in Addison Master Community, Inc., a Texas nonprofit corporation (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Master Covenant, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notices of Applicability, and any rules and regulations promulgated by the Association pursuant to the Master 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 Documents.

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 Documents.

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 Law 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 | (4) Other attorney's fees |
| (2) Current assessments | (5) Fines |
| (3) Attorney fees and costs associated with delinquent assessments | (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 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 in their sole and absolute discretion. 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. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires. 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 certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the 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 the Owner has thirty (30) for the 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.
- 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 of 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 Occupant, 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 Applicable Law.
- 6-C. Limitations of Interest. The Association, and its officers, directors, Managers, and attorneys, intend to conform strictly to Applicable Law. 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 Occupant is deemed notice to all Occupants. 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

ADDISON MASTER COMMUNITY, INC. AMENDED AND RESTATED 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 Addison Master Covenant recorded in the Official Public Records of Travis County, Texas, as the same may be amended from time to time.

Note: Texas statutes presently render null and void any restriction in the Master 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 Master 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) business days along with either: (i) another date within an additional fifteen (15) business 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 cannot 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 Master 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, 2015, and the retention period is five (5) years, the retention period begins on December 31, 2015 and ends on December 31, 2020. 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 an 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, blueprint, 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 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$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 \times .20 = \8.70 .

(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 \times 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

ADDISON MASTER COMMUNITY, INC.
AMENDED AND RESTATED 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 **Addison Master Covenant** recorded in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Master 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 Master Covenant, the Development Area Declaration, or any 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 Master 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 Recorded 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.

ATTACHMENT 7

ADDISON MASTER COMMUNITY, INC.
AMENDED AND RESTATED EMAIL REGISTRATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Addison Master Covenant, recorded in the Official Public Records of Travis County, Texas, as the same may be amended from time to time.

1. **Purpose.** The purpose of this Email Registration Policy is to facilitate proper notice of annual and special meetings of members of the Association pursuant to Section 209.0051(e) of the Texas Property Code.

2. **Email Registration.** Should the owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the community manager.

3. **Failure to Register.** An owner may not receive email notification or communication of annual or special meetings of members of the Association should the owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or Association manager from an email address or by any method other than the method described in No. 2 above will not be considered sufficient to register such email address with the Association.

4. **Amendment.** The Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration.

ATTACHMENT 8
ADDISON MASTER COMMUNITY, INC.
OAK WILT POLICY

I. Oak Wilt

A. Disclosure of Information Regarding Oak Wilt.

Oak Wilt is a disease that has long been recognized as causing massive tree losses in the Texas Hill Country. It has now been identified in 55 Texas counties. Losses vary with location, with the greatest losses occurring in the Hill Country. A management program has been developed through Texas A&M University which involves the use of cultural and chemical controls. Live oak, Shumard red oak, Southern red oak, Spanish oak, blackjack oak, pin oak and water oak are native oak species that are susceptible to the oak wilt fungus. They are members of the red oak group and will normally die in a few weeks to months after symptoms are observed. Members of the white oak group, including Bur oaks, white oaks and post oaks, rarely become infected. They have a high level of resistance and, when infected, seldom die.

B. Identification. Foliar symptoms can be identified from yellowing or browning of veins of the leaves. Additionally, veinal necrosis, interveinal chlorosis and tipburn are also symptoms of oak wilt. For further identification information, see Texas Cooperative Extension TAMU System Tubakia Leaf Spots on Oaks leaflet, attached hereto as Exhibit "A." Upon identification, either by self-diagnosis or notification by the Association, an Owner must follow the procedures set forth in this policy to prevent the spread of Oak Wilt.

C. Treatment/Prevention.

(1) *Isolation.* In order to prevent the transmission of Oak Wilt, an Owner shall create a barrier by digging a trench of a minimum depth of 48" in order to isolate the infected tree.

(2) *Treatment.* Owner shall either remove the dead/infected tree or shall be chemically treated at the sole discretion of a recommended arborist professional.

(3) *Pruning.* Oak tree pruning is prohibited from February 1st to June 30th as this is the period in which trees are most at risk of infection. Pruning of trees shall be performed when possible from July 1st to January 1st. Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound). Additionally, it is recommended that pruning tools and blades be sterilized prior to and in between cutting any oak trees as a precaution.

(4) *Firewood.* Firewood originating from oak trees shall be stored away from healthy trees to prevent the spread of the disease. It is recommended the firewood be covered and sealed by a clear plastic to prevent disease-baring insects from escaping.

II. Enforcement.

A. Parties. In accordance with the terms and provisions of the Documents for Addison, as defined under Addison Master Covenant, recorded in the Official Public Records for Travis County (the "**Master Covenant**"), any Owner at such Owner's own expense, Carma Properties Westport LLC, a Texas limited liability company (the "**Declarant**") and Addison Master Community, Inc. (the "**Association**") each and all have the right to enforce the provisions of this policy.

B. Interpretation. In the event of any dispute regarding the effect or application of this policy, the interpretation of the Board of the Association will be final.

C. Nuisance. Every act or omission whereby any provision of this policy is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant, the Association or Travis County or other applicable governmental authority.

D. Self-Help. Any Owner who fails to undertake the requirements set forth herein resulting in trees on an Owner's Lot in violation of this policy or may be treated for Oak Wilt by the Association, who has the authority to enter into and upon an Owner's Lot to treat such trees and the cost of which shall be at the expense of the Owner as permitted under *Section 3.08(e)* of the Master Covenant and other applicable provisions of the Documents, including the Fine and Enforcement Policy set forth in the Community Manual for the Association. The Association expressly disclaims any liability for damage to property on which the Association exercises this self-help remedy as further set forth in the Master Covenant.

E. Fines. The Association may impose fines for violation of the provisions of this policy pursuant to the provisions and procedures of the Association's Fine and Enforcement Policy.

F. Legal Action. The Association may initiate, defend or intervene in any action or lawsuit brought to enforce any provision of this policy, and may seek recovery for damages for and injunctive relief against the breach of any provision hereof and may recover attorney's fees and costs associated with such action or lawsuit.

Any questions regarding this policy should be directed to the Association's community manager.

EXHIBIT "A"



Texas A&M Dallas Research and Extension Center
17360 Coit Road
Dallas, TX 75252

Tubakia (Actinopelte) Leaf Spot on Oaks

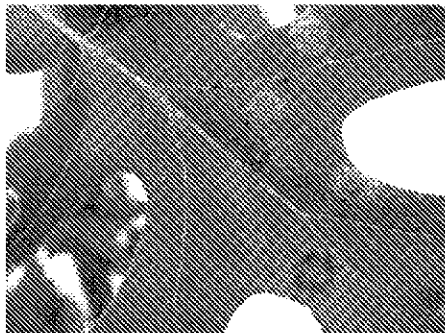
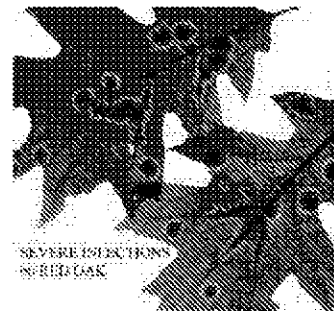
This disease can occur on many species of oak, but are most prevalent on red oaks.

CAUSAL AGENT

Tubakia (formerly known as *Actinopelte*) *dryina* (fungus)
The fungus survives over the winter in affected twigs and foliage. In the following growing year, overwintering spores of this fungus are disseminated by wind and rain-splashing.

ENVIRONMENTAL CONDITIONS

This disease is most severe in late summer and early fall. This disease is more prevalent during years that are wet. Also, this disease often occurs on oak trees that are under various stresses such as nutritional deficiencies, in particular iron deficiency. Newly transplanted trees are more susceptible to attacks by this fungus than well-established trees.



SYMPTOMS

Leaf spots are circular in shape with a diameter of $\frac{1}{4}$ - $\frac{1}{2}$ inches, and are dark to reddish brown in color. Spots may coalesce to form irregular blotches. Spots are also typically surrounded by a chlorotic (yellowing) halo. Severe infected leaves prematurely defoliate.



MANAGEMENT

Determine the stress factors that may be predisposing the oak tree to this fungal pathogen. If possible, correct the conditions to minimize stress on the tree. With newly transplanted tree, ensure proper mulching and fertilization to encourage establishment. Infected leaves should be collected and destroyed to minimize the spread of the disease. Removal of some branches to increase air movement will also help minimize incidences of tubakia leaf spot. Trees that are severely defoliated by this fungus should be fertilized slightly more than normal to stimulate new growth. Although chemical treatments are not warranted, several broad spectrum fungicides are available for use as a preventative measure. For more information, please contact your local Extension county agent.

Prepared by

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Texas Cooperative Extension, The Texas A&M University System.
August 27, 2002

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ATTACHMENT 9

COMMUNITY RULES AND REGULATIONS

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COMMUNITY RULES AND REGULATIONS

These Community Rules and Regulations (these “Rules”) have been adopted for the benefit of the Addison Master Community, Inc., a Texas nonprofit corporation (the “Association”) which governs that certain master planned community more commonly known as Addison in Travis County, Texas (the “Community”). These Rules are in addition to the provisions of the Addison Master Covenant, recorded under Document No. 2014002679 in the Official Public Records of Travis County, Texas (the “Master Covenant”) and the Certificate, Bylaws, Community Manual, Community Enhancement Covenant, Design Guidelines, any applicable Development Area Declaration, any applicable Notices of Applicability as each may be amended from time to time, and any other Rules promulgated by the Association pursuant to the Master Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively referred to as the “Documents”). By owning a Residential Lot (as defined in the Master Covenant), each Owner and Occupant agrees to abide by these Rules and to comply with the obligations of Owners and Occupants under the Documents.

Words and phrases defined in the Master Covenant have the same meaning when used in these Rules. For the purposes of these Rules, the “Area of Common Responsibility” includes all of the Common Area and Special Common Area, and may also include Lots or portions of Lots and property dedicated to the public or other District (such as a municipal utility district), such as parkland, access roads or rights-of-way. The Area of Common Responsibility may include, but is not limited to:

(a) all Common Area and related facilities including but not limited to all landscaping and other flora, parks, ponds, signage, structures, monumentation and other Improvements, including any private streets, and bike and pedestrian pathways/trails, situated upon the Common Area;

(b) landscaping within parkland, access roads or rights-of-way within or adjacent to the Community;

(c) such portions of any additional property as may be included within the Area of Common Responsibility as Designated by the Board or the Declarant (during the Development Period) or any easement or agreement for maintenance entered into by, or otherwise binding on the Association; and

(d) any property and facilities that the Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and some or all of its Members. Any such property or facilities shall be identified by Declarant by written notice to the Association, and they shall remain part of the Area of Common Responsibility and be maintained by the Association until the Declarant revokes such privilege of use and enjoyment by written notice to the Association.

A. COMPLIANCE

A-1. Compliance. Each Owner will comply with the provisions of these Rules, the other Documents, and policies adopted by the Board to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, is responsible for compliance with all of the Documents by the Occupants of the Owner’s Residential Lot, and any respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an “Owner” or “Occupant”, each of those terms are deemed to include the other, and applies to all persons for whom an Owner or Occupant is responsible. Any question regarding these Rules should be referred to the Association. The Association has the right to enforce these Rules against any person. All Owners are subject to the Association’s Fine and Enforcement Policy set forth in the Community Manual in regard to enforcement of these Rules and all Documents of the Association.

A-2. Additional Rules. Each Owner and Occupant must comply with any rules and signs posted from time to time by the Association. Each Owner and Occupant must comply with notices communicated by the

Association, from time to time, which may include seasonal or temporary rules, or notice of a change affecting the Community. Posted and temporary rules are incorporated in these Rules by reference.

- A-3. Limits. It is understood that individuals may have different interpretations of and tolerances for these Rules. On lifestyle-related rules, such as the “Community Etiquette” rules below, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a Community-wide problem. The Association may not be compelled by one Owner or Occupant to enforce these Rules against another Owner or Occupant. The Association encourages cooperation and civility among all Owners and Occupants.

B. OBLIGATIONS OF OWNERS AND OCCUPANTS

- B-1. Damage. An Owner or Occupant is responsible for any loss or damage he or she causes within the Community. Additional information related to insurance, risk management, and reimbursement requirements is set forth in the Master Covenant.
- B-2. Garage, Estate, Vehicle and Bankruptcy Sales. Without the Board’s prior written permission, no person may conduct on his or her Residential Lot or an Area of Common Responsibility, a sale or activity that is advertised or attractive to the public, bankruptcy sales or “going out of business” sales; vehicles that are “For Sale” are not allowed to be stored within view of any Area of Common Responsibility or public right of ways. Notwithstanding the foregoing, each Residential Lot shall be permitted to have up to two (2) garage sales or estate sales within any twelve (12) month period. This Section does not apply to marketing the sale or rental of a Residential Lot, unless combined with a prohibited activity.

C. OCCUPANCY STANDARDS

- C-1. Numbers. The maximum number of persons who may occupy a Residential Lot is (a) two (2) persons per bedroom for those Owners or Occupants who have familial status among the other residents (as such familial status is defined under the Fair Housing Act) or (b) one (1) more person than the number of bedrooms in the Residence when such familial status does not exist. For purposes of these Rules, occupancy means residing in the completed residence on such Residential Lot in excess of thirty (30) continuous days or sixty (60) days total in any 12-month period.
- C-2. Leases. Leases must be made subject to all of the Documents, including these Rules, and an Owner is responsible for providing his or her tenant (an Occupant) with copies of all of the Documents and these Rules and notifying him or her of any changes thereto. Each Occupant is subject to and must comply with all provisions of the Documents, these Rules, federal and state laws, and local ordinances. Notice of any lease must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease.
- C-3. Minors. No person under the age of eighteen (18) years may occupy a Residential Lot unless he lives with an Owner or Occupant who is his or her parent, legal guardian, or a designee of his or her parent or legal guardian. Upon request by the Association, an Owner will provide satisfactory proof of the ages and guardian status of any minor occupant.

D. FIRE AND SAFETY

- D-1. Safety. Each Owner and Occupant is solely responsible for his or her own safety and for the safety, well-being, and supervision of his or her guests and any person to whom the Owner or Occupant has a duty of care, control, or custody.

- D-2. Fires. Except for barbecue fires as permitted by these Rules, there may not be any exterior fires on an Area of Common Responsibility.
- D-3. Grills, Fire pits and Chimeneas. The Board reserves the right to prohibit or restrict the existence and/or use of all or certain outdoor cooking grills if, in the Board's discretion, a grill constitutes a fire hazard or is unattractive or oversized for the area in which it is kept. On permitted grills, fire pits and chimeneas, (a) open fires must be supervised at all times; (b) gas tanks must be properly used and maintained; (c) no flames may be higher than the cooking surface; and (d) a grill may not be used near flammable or combustible materials.
- D-4. Safety Equipment. No person may use, tamper with, or modify the fire and safety equipment, if any, in an Area of Common Responsibility, such as alarms, extinguishers, monitors, and self-closing gates or doors. This Section may not be construed to require the installation or use of such equipment.
- D-5. Security. The Association may, but is not obligated to, maintain or support certain activities within an Area of Common Responsibility designed to make the Area of Common Responsibility less attractive to intruders than it otherwise might be. The Association, its directors, committees, Members, agents, and employees will not in any way be considered an insurer or guarantor of security within an Area of Common Responsibility, and may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Occupant, guest, and invitee on an Area of Common Responsibility assumes all risk for loss or damage to his or her person, to his or her residence, to the contents of his or her residence, and to any other of his or her property. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment, or measures recommended, installed, or undertaken.

E. GENERAL USE AND MAINTENANCE OF RESIDENTIAL LOT

- E-1. Residential Use. Each Residential Lot must be used solely for private single family residential purposes. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Residential Lot, except an Owner or Occupant may conduct business activities within a residence so long as:
- a. such activity complies with all the applicable zoning ordinances (if any);
 - b. the business activity is conducted without the employment of persons other than the residents of the home constructed on the Residential Lot;
 - c. the existence or operation of the business activity is not apparent or detectable by sight, *i.e.*, no sign may be erected advertising the business on any Residential Lot, sound, or smell from outside the home;
 - d. the business activity does not involve door-to-door solicitation of residents within the Community;
 - e. the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Community which is noticeably greater than that which is typical of homes in which no business activity is being conducted;
 - f. the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Community as may be determined in the sole discretion of the Board; and

- g. the business does not require the installation of any machinery other than that customary to normal household operations. The terms “business” and “trade”, as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration.

Notwithstanding the foregoing, different standards of permitted business activities within a Residence may be established for specific types of residences, or in certain designated areas as may be determined from time to time by the Declarant (during the Development Period) or the Board thereafter.

E-2. Maintenance. The Owners and/or Occupants of each Residential Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their entire Residential Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. An Owner’s “entire Lot” shall include, without limitation, any portion of such Residential Lot upon which a subdivision perimeter fence has been constructed, or any portion of such Residential Lot between such subdivision perimeter fence and any boundary line of such Lot. Declarant has reserved the right under the Master Covenant to designate a portion of any Residential Lot as a “Service Area”. A Service Area designation may provide that the Association will assume responsibility for certain maintenance tasks otherwise allocated to an Owner (e.g., yard maintenance). Nothing in this *Section E-2* will be construed to limit the Declarant’s or the Association’s ability to designate Service Areas or provide the maintenance services which would be the responsibility of an Owner. The Addison Reviewer, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this *Section E-2* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Addison Reviewer, in its sole discretion:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing.
- c. Tree and shrub pruning.
- d. Watering.
- e. Keeping exterior lighting and mechanical facilities in working order.
- f. Keeping lawn and garden areas alive, free of weeds, and attractive.
- g. Keeping planting beds free from turf grass.
- h. Keeping sidewalks and driveways in good repair.
- i. Complying with all government, health and police requirements.
- j. Repainting of Improvements.
- k. Repair of exterior damage, and wear and tear to Improvements.

E-3. Maintenance of Right of Way. Each Owner or Occupant will be responsible, at such Owner’s or Occupant’s sole cost and expense, for maintaining, mowing, replacing, pruning, and irrigating the landscaping, including trees, in good order and repair and in a safe, clean and attractive condition, and

maintaining, repairing and replacing the irrigation system, in good order and repair and in a safe, clean and attractive condition, between the boundary of such Owner's Residential Lot and the curb or property line of any adjacent public space, right-of-way, street or alley (the "ST Landscape Area") unless the responsibility for maintaining the ST Landscape Area is undertaken by the Association by written resolution executed by a majority of the Board or the ST Landscape Area is designated as a Service Area.

- E-4. Combustibles. An Owner or Occupant may not store or maintain, anywhere within a Residential Lot explosives or materials capable of spontaneous combustion. Notwithstanding the foregoing, gasoline containers 5 gallons and under and propane tanks for barbecue grills are permitted.
- E-5. Report Malfunctions. An Owner or Occupant will immediately report to the Board his or her discovery of any leak, break, or malfunction in any portion of an Area of Common Responsibility which the Association has a duty to maintain.
- E-6. Cable. An Owner or Occupant who subscribes directly to cable service is solely responsible for maintaining that subscription and the appurtenant equipment. An Owner or Occupant who obtains cable service through the Association is responsible for the proper use, maintenance, and return of cable connections or equipment, if any.
- E-7. Reception Interference. Each Owner or Occupant will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Community.
- E-8. Compliance with Laws. EACH OWNER OR OCCUPANT SHALL PROMPTLY AND FULLY COMPLY WITH ANY AND ALL APPLICABLE LAWS, RULES, ORDINANCES, STATUTES, REGULATIONS, OR REQUIREMENTS OF ANY GOVERNMENTAL AGENCY OR AUTHORITY WITH RESPECT TO THE OCCUPANCY AND USE OF A RESIDENTIAL LOT.
- E-9. Signs. All signage which is externally visible on any portion of the Residential Lot must be approved by the Addison Reviewer and is subject to those limitations as set forth in *Section 2.09* of that certain Addison Development Area Declaration [Residential] recorded under Document No. 2014129038 in the Official Public Records of Travis County, Texas.
- E-10. Maintenance of Walls. These Maintenance Requirements apply to every Lot, parcel, or Area of Common Responsibility in the Development on which a Wall is located or which has a Wall on or along one or more of its boundaries:
- a. If the Wall includes a drainage system, the Owner, Occupant or the Association, as applicable, shall periodically inspect and repair the drainage system to ensure it is not clogged and that there are no leaks. The Owner, Occupant or the Association, as applicable, shall maintain the grade at the top and sides of the Wall to ensure that water is diverted away from the Wall and that drainage system is not impaired.
 - b. The Owner, Occupant or the Association, as applicable, shall periodically inspect the base of the Wall to ensure that the ground on which the Wall stands is not eroding or moving, and to backfill or otherwise repair any erosion promptly.
 - c. The Owner, Occupant or the Association, as applicable, shall monitor increases in weight on the top of the Wall, as well as inspect the vertical face of the Wall for bowing which may occur as a result of pressure on the Wall. The Owner, Occupant or the Association, as applicable, shall promptly remove any damaging weight to the Wall and otherwise repair any damage resulting therefrom.

- d. The Owner, Occupant or the Association, as applicable, shall monitor trees and other plantings above and around the Wall that may adversely affect moisture levels behind or below the Wall or whose root systems may damage the Wall. Any trees and other plantings that are damaging the Wall shall be pruned or, if necessary, removed promptly and any damage therefore shall be repaired promptly.
- e. The Owner, Occupant or the Association, as applicable, shall monitor the Wall for cracks and professionally repair any cracks that are 1/4 inch in width or greater. The Owner, Occupant or the Association, as applicable, shall also periodically inspect the Wall for missing or deteriorated joint fillers, joint sealant, and mortar joints, particularly after severe freeze and thaw cycles, or after severe wet and dry cycles. The Owner, Occupant or the Association, as applicable, shall periodically inspect the Wall for signs of distress, such as breakage in the mortar, severe cracking, tilting or bulging, or dislodged rocks and stones used to construct the Wall, and repair any such damage promptly.
- f. The Owner, Occupant or the Association, as applicable, shall protect the Wall from excavation, trenching, and burrowing animals, and have any such animals promptly relocated.
- g. Any Owner desiring to have stain on any exterior wood fencing on any Owner's Residential Lot shall either: (i) contact the Association's office to arrange to have the fence stained by the Association with costs to be payable to the Owner as an Individual Assessment; or (ii) perform the staining himself or herself utilizing the required stain and stain color as set forth below; and (iii) in either case, the only stain and stain color permitted on an Owner's exterior wood fencing is any stain which is set forth in the Design Guidelines.
- h. 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 Addison Reviewer and/or the Association shall have the right to re-stain such visible portion of the fence which has not been re-stained or has not been re-stained in the approved stain color and charge the expense to the Owner pursuant to the terms and provisions of the Master Covenant and other provisions of the Documents. The Association expressly disclaims any liability for damage to property on which the Association exercises this remedy as further set forth in the Master Covenant.

F. GENERAL USE AND MAINTENANCE OF AREAS OF COMMON RESPONSIBILITY

- F-1. Grounds. The landscaped areas, lawns, beds, plant materials, parks, neighborhood parks, trails, greenbelts and open spaces in an Area of Common Responsibility, including but not limited to neighborhood parks and amenity centers, are collectively referred to as the "Grounds." The Grounds are subject to the following Rules, which may change at any time and from time to time as determined by the Board.
- a. Owners and Occupants may not abuse or misuse any portion of the Grounds – stepping or trampling on or in landscaped areas, beds or plant materials is strictly prohibited. Any conduct deemed by the Association to be dangerous or unwarranted is grounds for a word of caution, a reprimand, or suspension from the Grounds. Use of the Grounds may be denied if Association fees or other due amounts remain unpaid. Use of the Grounds is AT YOUR OWN RISK.
 - b. Access to any portion of the Grounds, may be limited from time to time due to occupancy limits, weather, the condition of the Grounds or maintenance or other appropriate reason. Any portion of the Grounds is closed when an official "CLOSED" sign is posted. Use or access to areas within the Grounds posted as "RESTRICTED" is not permitted.

- c. Each Owner or Occupant is responsible for cleaning up all trash and other debris occasioned by his or her use. Trash and debris must be deposited in appropriate trash receptacles. Littering or dumping of any type of debris, trash, waste is prohibited
- d. There shall be no rough play permitted on or about the Grounds. Rowdiness, boisterous behavior, excessive noise or interference with others using the Grounds is specifically prohibited.
- e. No glass objects or glass containers of any kind are allowed or permitted on or about the Grounds.
- f. No weapons of any kind are permitted on property owned by the Association. The discharge of firearms, pellet guns, bow and arrows, slingshots and other hazardous items is prohibited
- g. Radios, televisions and the like may be listened to only if played at a sound level which is not offensive to others on or about the Grounds, or shall be operated with headphones. Nuisances, such as loud music and inappropriate behavior, are prohibited.
- h. Children under the age of twelve (12) must have adult supervision at all times while on the Grounds.
- i. At the discretion of the Association, certain periods of the normal Grounds hours may be set aside for specialized activities (*e.g.*, community fun run or similar activity). To the extent these activities are sponsored by the Association, these activities will be open to all interested residents. Scheduled times for these activities will be posted.
- j. Daily operating hours are from dawn to dusk, unless otherwise posted. Use of the Grounds is not allowed after dusk, unless otherwise posted.
- k. Horses and motorized vehicles are prohibited.
- l. No construction of any kind is permitted in the Grounds.
- m. Do not feed any wildlife except for ducks or other water fowl.
- n. No hunting, camping, or loitering of any kind whatsoever is allowed.
- o. No cooking or fire of any nature is allowed, except in designated picnic areas.
- p. Disturbing the bedding of landscaped areas is prohibited - be cautious of plants and wildlife in their native habitat. Notwithstanding the foregoing, walking through certain landscaped areas that have paths or designated areas for pedestrian use is permitted.
- q. Report any damage to or concerns about the Grounds to the Association.
- r. Damages to the Grounds may result in the assessment of repair and replacement costs, or other penalties.
- s. No sign, banner, decoration, or displays of any kind will be allowed within the Grounds other than signs related to their use as approved by the Board of Directors of the Association.
- t. Use of Grounds may be denied if Association fees or other due amounts remain unpaid.

- F-1. Private Functions. Owners or Occupants interested in using portions of an Area of Common Responsibility for social, personal, charitable or political parties or events should contact the Association's office for requirements and reservation forms and shall be subject to the Association's Reservation and Rental Policies and Procedures as set forth in the Association's Community Manual.
- F-2. Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on an Area of Common Responsibility, except by the Board or with the Board's prior written consent. Items of personal property found on an Area of Common Responsibility are deemed abandoned and may be disposed of by the Board.

G. COMMUNITY ETIQUETTE

- G-1. Courtesy. Each Owner and Occupant will endeavor to use his or her Residential Lot and the Areas of Common Responsibility in a manner calculated to respect the rights and privileges of other Owners or Occupants.
- G-2. Noise and Odors. Each Owner or Occupant must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Owners or Occupants of other Residential Lots. Loud vocalizations and boisterous conduct on the Areas of Common Responsibility is expressly prohibited.
- G-3. Community Activities. In planning community activities on an Area of Common Responsibility or at an Owner's or Occupant's Residential Lot, an Owner or Occupant should be aware of the potential consequences of the parking resources and the sensibilities of other Owners and Occupants. For any such activity that an Owner or Occupant expects to produce a higher-than-customary level or duration of noise or other disturbance, the Owner or Occupant will make a diligent effort to give Owners/Occupants of adjoining Residential Lots timely prior notice of the event, as a courtesy. If an event on a Residential Lot is expected to attract twenty (20) or more guests, the Owner or Occupant shall the Association timely prior written notice of the event.
- G-4. Drones. For purposes of these Rules, a "drone" is defined as any unmanned aerial vehicle. Other than commercial deliveries by drone, the delivery areas for which (if any at all) may be designated from time to time by the Board, the use of any drones, by an Owner or Resident in the Community is strictly limited to an Owner or Resident's Lot. Drone use in the front yard is permitted on so long as the drone does not operate beyond the height of the residence. Drone use in the backyard shall not exceed the height of the fence in operation. Drone use in any side yard is strictly prohibited.

H. VEHICLE RESTRICTIONS

- H-1. Vehicles. A vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted within the Community without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles. Motorcycles, motorbikes, or other motorized vehicles may not be operated except to provide transportation to and from a Residential Lot.
- H-2. Repairs. Washing, repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited in driveways except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- H-3. Obstructions. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard.

- H-4. Violations. A vehicle in violation of these Rules may be stickered, wheel-locked, towed, or otherwise removed from the Residential Lot by the Board, at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

I. TRASH DISPOSAL

- I-1. General Duty. Owners or Occupants will endeavor to keep their Residential Lot clean and will dispose of all refuse using the receptacles designated specifically by the Association or by the City for that purpose. Owners and Occupants may NOT litter in the Areas of Common Responsibility.
- I-2. Hazards. Owners and Occupants may NOT store trash within his or her Residential Lot in a manner that may permit the spread of fire, odors, seepage, or encouragement of vermin. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, an Owner or Occupant will ensure that the debris is thoroughly cold.
- I-3. Excess Trash. Owners and Occupants must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

J. PETS

- J-1. Disturbance. Pets must be kept in a manner that does not disturb another Owner's or Occupant's rest or peaceful enjoyment of his or her Residential Lot or the Areas of Common Responsibility. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for unreasonable or repeated periods of time.
- J-2. Damage. Each Owner or Occupant is responsible for any property damage, injury, or disturbance his or her pet may cause or inflict. A Owner or Occupant who keeps a pet on his or her Residential Lot is deemed to indemnify and agrees to hold harmless the Board, the Association, and other Owners and Occupants, from any loss, claim, or liability of any kind or character whatever resulting from any action of his or her pet or arising by reason of keeping or maintaining the pet on his or her Residential Lot.
- J-3. Pet Waste Removal. Each Owner or Occupant is responsible for the removal of his or her pet's wastes from the Areas of Common Responsibility. The Board may levy a fine against a Residential Lot and its Owner each time feces are discovered on the Areas of Common Responsibility and attributed to an animal in the custody of that Residential Lot's Owner or Occupant.
- J-4. Removal. If an Owner or Occupant or his or her pet violates these Rules, or if a pet creates a noise, odor, or other disturbance or nuisance, the Owner, Occupant or other person having control of the animal may be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than ten (10) days), the Owner or Occupant, upon written notice from the Board, may be required to remove the animal. Each Owner or Occupant agrees to permanently remove his or her violating animal from the Community within ten (10) days after receipt of a removal notice from the Board.

K. MISCELLANEOUS

- K-1. Parties. In accordance with the terms and provisions of the Documents, any Owner at such Owner's own expense, the Declarant and the Association will have the right to enforce the provisions of these Rules.
- K-2. Interpretation. In the event of any dispute regarding the effect or application of these Rules, the interpretation of the Board will be final.

- K-3. Enforcement and Fines. The Association may enforce these Rules and impose fines for any violation pursuant to the provisions of the Association's Fine and Enforcement Policy, as the same may be set forth in the Community Manual and amended from time to time.
- K-4. Legal Action. The Association may initiate, defend or intervene in any action or lawsuit brought to enforce any provision of these Rules, and may seek recovery for damages for and injunctive relief against the breach of any provision hereof and may recover attorney's fees and costs associated with such action or lawsuit.
- K-5. Mailing Address. An Owner who receives mail at any address other than the address of his or her Residential Lot must maintain with the Association his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Documents may be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Residential Lot is deemed effective for purposes of delivery. Any Owner desirous of utilizing email for the purposes of receiving or sending formal notices and correspondence with the Association shall first register such Owner's email address with and shall thereafter be subject to the procedures set forth in the Email Registration Policy contained in the Community Manual.
- K-6. Revision. These Rules are subject to being revised, replaced, or supplemented, and Owners and Occupants are urged to contact the Association to verify the rules currently in effect on any matter of interest which may be regulated by these Rules or by such other rules or policies adopted by the Association from time to time. These Rules will remain effective until ten (10) days after an Owner of each Residential Lot has been given a notice of the amendment or revocation of these Rules.
- K-7. Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the other Documents and Applicable Law.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

October 19 2015 04:31 PM

FEE: \$ 246.00 **2015167707**

RESOLUTION
STANDBY ELECTRIC GENERATOR POLICY
FOR
Addison Master Community, Inc.
(the "Association")

Effective June 19, 2015, the Texas Property Code was amended adding Section 202.019 which allows property owners in property owner associations the right to install and operate standby electric generators and prohibits property owner associations from adopting or enforcing a dedicatory instrument provision that prohibits, restricts, or has the effect of prohibiting or restricting an owner from owning, operating, installing, or maintaining a permanently installed standby electric generator except as provided in Section 202.019.

In conformance with Section 202.019, the Association hereby adopts this resolution setting forth the parameters pursuant to which a property owner may install and operate a standby electric generator.

BE IT RESOLVED, effective June 19, 2015, property owners are bound by the following rules with respect to standby electric generators:

Install and operate standby electrical generators in accordance with the manufacturer's specifications and meet all applicable health, safety, electrical, and building codes.

Use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and meet all applicable health, safety, electrical, and building codes.

Install all natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

Install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

Install and maintain all non-integral standby electrical generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

Maintain in good condition the standby electrical generator and its electrical lines and fuel lines.
Repair, replace, or remove any deteriorated or unsafe component of a standby electrical generator, including electrical and fuel lines.

Screen a standby electrical generator if it is visible from the street faced by the dwelling, located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

Perform periodic testing of the standby generator consistent with the manufacturer's recommendations at reasonable times, such reasonable times being from 9 a.m. to 5 p.m., Monday through Saturday.

Not use the standby electric generator to generate all or substantially all of the electric power to a residence except when the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

Not install or operate a standby electric generator without the approval of the Association which approval process is set forth in the Association's dedicatory instruments and has been established by the customary policies, procedures, and practices of the Association.

Not locate the standby electric generator in the front yard of a residence or in the side yard of a residence facing a street.

Not locate the standby electric generator in proximity to a neighbor's residence such that when in operation it would constitute a nuisance by a reasonable person.

Not locate a standby electric generator on property owned by the Association.

Not locate a standby electrical generators on property owned in common by the Association's members.

No standby electric generator may be installed or operated prior to approval by the Association pursuant to the Association's usual and customary policies and procedures set forth in its dedicatory instruments.

In the event the requirements set forth in this resolution conflict or contradict the dedicatory instruments of the Association or prior operating practices of the Association, the requirements of set forth in this resolution shall control. These requirements are considered to be supplemental to any other provisions of the dedicatory instruments.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set below to be effective as of June 19, 2015,

Executed the 10 day of SEPTEMBER 2015.

Signature:



Printed Name:

CHAD MATHESON

Title:

DIRECTOR

STATE OF TEXAS

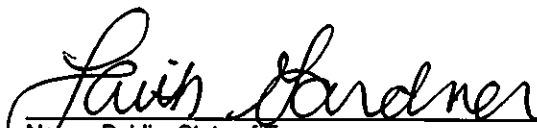
COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 10 day of September, 2015, by

Chad Matheson, Director of and for the

Association, for the purposes therein expressed.




Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Slater Pugh Ltd, LLP
c/o Goodwin Management, Inc.
PO Box 203310
Austin, TX 78720-3310

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS




DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 17 2015 09:16 AM

FEE: \$ 30.00 2015183166



12

Case No. C8J-2012.0161.3B

**RESTRICTIVE COVENANT FOR
CRITICAL ENVIRONMENTAL FEATURES AND
CRITICAL ENVIRONMENTAL BUFFER AREAS**

OWNER: Carma Properties Westport LLC, a Texas limited liability company.

MAILING ADDRESS: 11501 Alterra Parkway, Suite 100, Austin, Texas 75758

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: 7.5387-acre tract of land in the Santiago Del Valle Grant, Austin, Travis County, Texas, which is further described by metes and bounds attached and incorporated as **EXHIBIT A**.

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

WHEREAS, Austin City Code Title 30, Chapter 5, Section 281 requires the Owners to protect certain critical environmental features on the Property to be maintained in their natural state and in the manner set forth in this section of the Code;

NOW, THEREFORE, it is declared that the Owner of Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors and assigns.

1. The critical environmental features are located on the Property as depicted in the attached and incorporated **EXHIBIT B-1** (CEF). The critical environmental feature buffer areas are depicted in the attached and incorporated **EXHIBIT B-2** (CEFBA), and further described in the attached and incorporated metes and bounds in **EXHIBIT A**.
2. The Owner must protect the CEF by ensuring that the CEFBA is in full compliance with City Code, Title 30, Chapter 5, Section 281, as amended from time to time.
3. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such

agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.

4. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.
5. If at any time the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
6. This agreement may be modified, amended, or terminated only by joint action of the (a) Director of the Watershed Protection Department of the City of Austin, and (b) by the owner(s) of the property subject to the modification, amendment or termination at the time of such modification, amendment or termination.

All citations to the Austin City Code shall refer to the Austin City Code of 2001, as amended from time to time, unless otherwise specified. When the context requires, singular nouns and pronouns include the plural.

CARMA PROPERTIES WESTPORT LLC,
a Texas limited liability company

BY: [Signature]

Chad Matheson
Chief Financial Officer
C/O Brookfield Residential
11501 Alterra Parkway, Suite 100
Austin, Texas 78758

DATE: September 23 2016

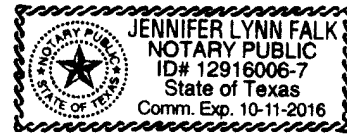
THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 23rd day of September, 2016 by **Chad Matheson, Chief Financial Officer of Carma Properties Westport LLC**, a Texas limited liability company, on behalf of such company, known to me through valid identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Jennifer Lynn Falk
Notary Public, State of Texas

ACCEPTED:
WATERSHED PROTECTION DEPARTMENT

CITY OF AUSTIN



By: [Signature]
Name: Ana V. Gonzalez
Title: Environmental Scientist

APPROVED AS TO FORM:

By: [Signature]
Name: Chad Matheson
Assistant City Attorney

**EXHIBIT A
PROPERTY DESCRIPTION**

AND CRITICAL ENVIRONMENTAL FEATURE BUFFER AREA (CEFBA) DESCRIPTION

BEING 7.5387 ACRES OF LAND SITUATED IN THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 165.238 ACRES,(UPLANDS), CONVEYED TO CARMA PROPERTIES WESTPORT, LLC BY DEED DATED JUNE 30, 2006 AND RECORDED IN DOCUMENT NO. 2006122815, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, (O.P.R.T.C.T.) AND BEING A PORTION OF ADDISON, SECTION 2, A SUBDIVISION RECORDED IN DOCUMENT NO. 201400204, O.P.R.T.C.T., SAID 7.5387 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod with cap stamped "JACOBS BOUNDARY", found for the southwest corner of Lot 12, Block J, Addison Section 1, a subdivision recorded in Document No. 201400005, O.P.R.T.C.T. and being an exterior corner of the said 165.238 acres;

THENCE South $77^{\circ}53'12''$ West, a distance of 676.34 feet to the **POINT OF BEGINNING** of the herein described tract, Grid Coordinates = N 10,036,951.51, E 3,129,781.17;

THENCE, over and across said 165.238 acres, the following nine, (9) courses and distances:

- 1) South $84^{\circ}12'20''$ West, 359.60 feet to an angle point;
- 2) South $84^{\circ}54'35''$ West, 471.23 feet to the beginning of a curve to the right;
- 3) In a northwesterly direction, along said curve to the right, having a radius of 75.00 feet, a central angle of $90^{\circ}00'00''$, an arc length of 117.81 feet and a chord bearing and distance of North $50^{\circ}05'25''$ West, 106.07 feet to the end of said curve;
- 4) North $05^{\circ}05'25''$ West, 150.00 feet to the beginning of a curve to the right;
- 5) In northeasterly direction, along said curve to the right, having a radius of 75.00 feet, a central angle of $90^{\circ}00'00''$, an arc length of 117.81 feet and a chord bearing and distance of North $39^{\circ}54'35''$ East, 106.07 feet to the end of said curve;
- 6) North $84^{\circ}54'35''$ East, 75.00 feet to a point for corner;
- 7) South $05^{\circ}05'25''$ East, 0.33 feet to the beginning of a curve to the right;
- 8) In a northeasterly direction, along said curve to the right, having a radius of 150.00 feet, a central angle of $03^{\circ}49'21''$, an arc length of 10.01 feet and a chord bearing and distance of North $82^{\circ}58'55''$ East, 10.01 feet to the end of said curve;
- 9) North $84^{\circ}54'35''$ East, 247.53 feet to the beginning of a curve to the left;
- 10) In a northeasterly direction, along said curve to the left, having a radius of 150.00 feet, a central angle of $36^{\circ}42'24''$, an arc length of 96.10 feet and a chord bearing and distance of North $66^{\circ}33'23''$ East, 94.46 feet to the point of reverse curve to the right;
- 11) In a northeasterly direction, along said curve to the right, having a radius of 265.00 feet, a central angle of $36^{\circ}00'09''$, an arc length of 166.52 feet and a chord bearing and distance of North $66^{\circ}12'15''$ East, 163.79 feet to the end of said curve;
- 12) North $84^{\circ}12'20''$ East, 182.89 feet to the beginning of a curve to the right;

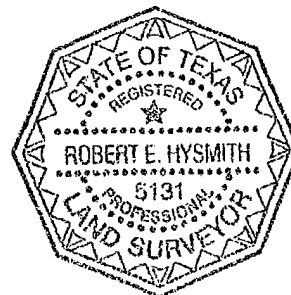
- 13) In a southeasterly direction, along said curve to the right, having a radius of 150.00 feet, a central angle of $71^{\circ}12'04''$, an arc length of 186.40 feet and a chord bearing and distance of South $60^{\circ}11'38''$ East, 174.64 feet to a point of compound curve to the right;
- 14) In a southeasterly direction, along said curve to the right, having a radius of 150.00 feet, a central angle of $13^{\circ}46'20''$, an arc length of 36.06 feet and a chord bearing and distance of South $58^{\circ}25'58''$ East, 35.97 feet to the end of said curve;
- 15) South $00^{\circ}37'21''$ West, 236.95 feet to the beginning of a curve to the right;
- 16) In a southwesterly direction, along said curve to the right, having a radius of 150.00 feet, a central angle of $31^{\circ}24'51''$, an arc length of 82.24 feet and a chord bearing and distance of South $68^{\circ}29'55''$ West, 81.22 feet to the **POINT OF BEGINNING**, containing 7.5387 acres of land, more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the LCRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by a combined adjustment factor of 0.999960959.

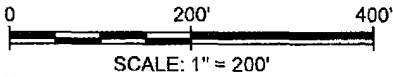
This property description is accompanied by a separate plat of even date.

Surveyed on the ground the 21st day of July, 2016

Robert E. Hysmith
Registered Professional Land Surveyor No. 5131
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108

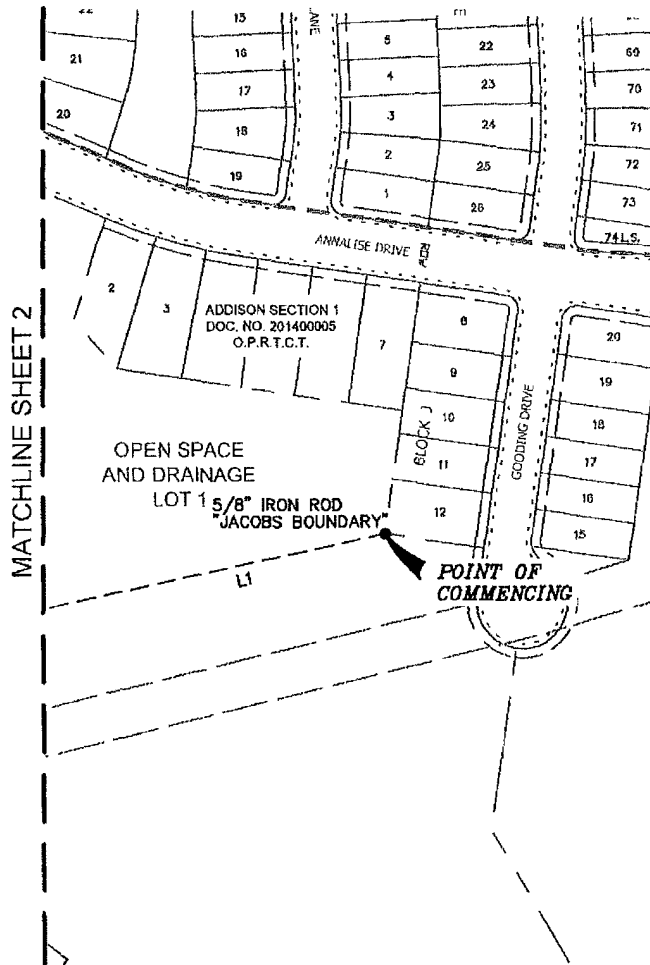


8/24/16



LEGEND

- IRON ROD FOUND (1/2", OR AS NOTED)
- CALCULATED CORNER
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

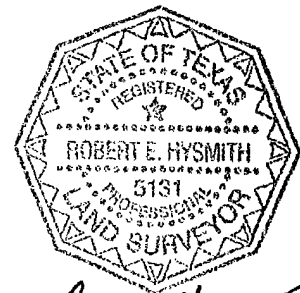


NOTES:

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83/93 HARN VALUES FROM THE LCRA CONTROL NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE COMBINED SURFACE-TO-GRID SCALE FACTOR IS 0.999960959 EXACTLY.



Robert E. Hysmith
8/24/16



CRITICAL ENVIRONMENTAL FEATURE
7.5387 ACRES
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

JOB # BRP15001

7.5387 ACRES

DATE: 05-19-2016

CHECKED BY: REH

PAGE 3 OF 4



0 200' 400'

SCALE: 1" = 200'

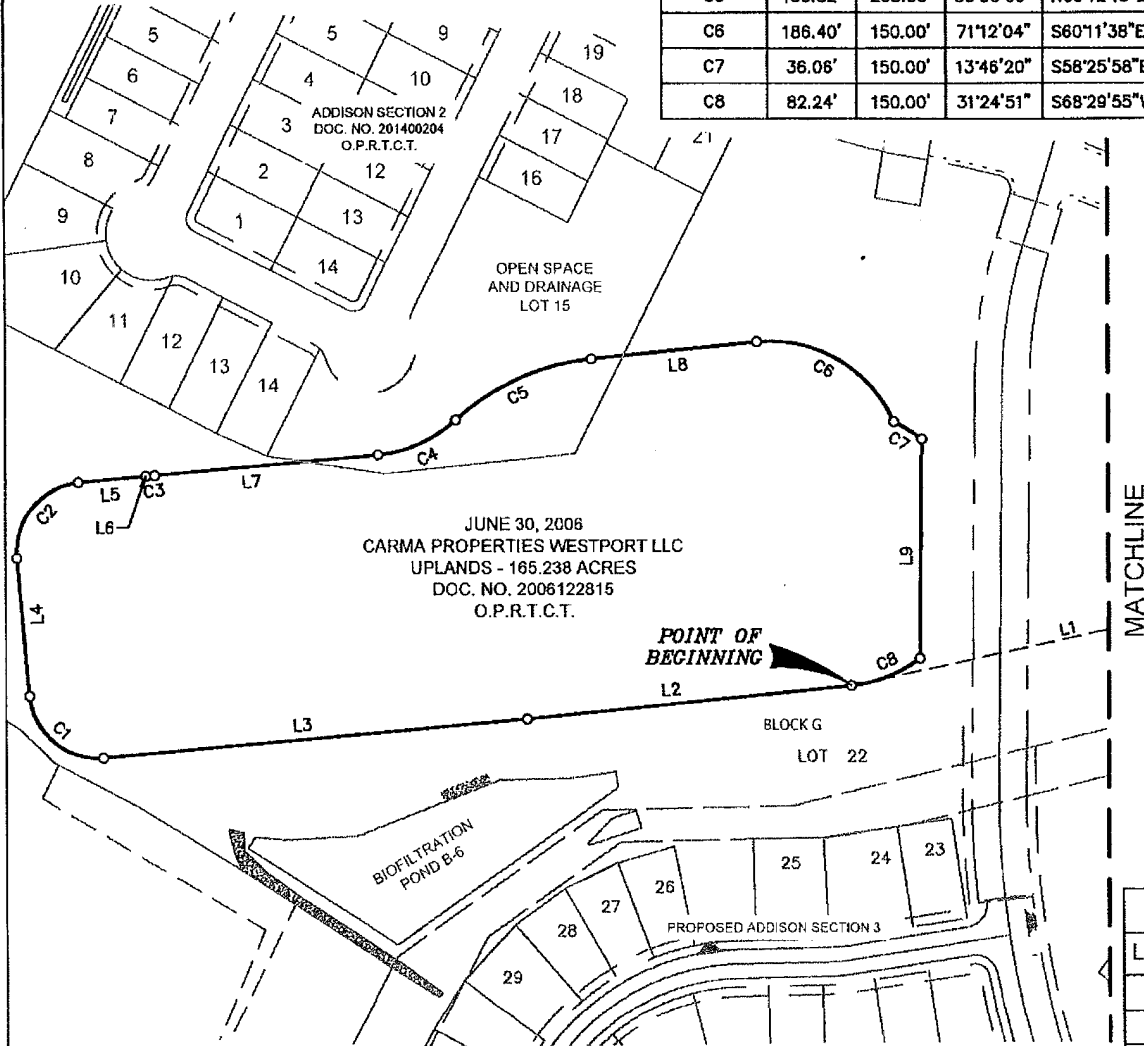
LEGEND

● IRON ROD FOUND (1/2", OR AS NOTED)

○ CALCULATED CORNER

O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	117.81'	75.00'	90°00'00"	N50°05'25"W	106.07'
C2	117.81'	75.00'	90°00'00"	N39°54'35"E	106.07'
C3	10.01'	150.00'	3°49'21"	N82°59'55"E	10.01'
C4	96.10'	150.00'	36°42'24"	N66°33'23"E	94.46'
C5	166.52'	265.00'	36°00'09"	N66°12'15"E	163.79'
C6	186.40'	150.00'	71°12'04"	S60°11'38"E	174.64'
C7	36.06'	150.00'	13°46'20"	S58°25'58"E	35.97'
C8	82.24'	150.00'	31°24'51"	S68°29'55"W	81.22'



Line Table		
Line #	Length	Direction
L1	676.34	S77°53'12"W
L2	359.60	S84°12'20"W
L3	471.23	S84°54'35"W
L4	150.00	N05°05'25"W
L5	75.00	N84°54'35"E
L6	0.33	S05°05'25"E
L7	247.53	N84°54'35"E
L8	182.89	N84°12'20"E
L9	236.95	S00°37'21"W

NOTES:

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83/93 HARN VALUES FROM THE LCRA CONTROL NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE COMBINED SURFACE-TO-GRID SCALE FACTOR IS 0.999960959 EXACTLY.



PELTON

LAND SOLUTIONS

7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746

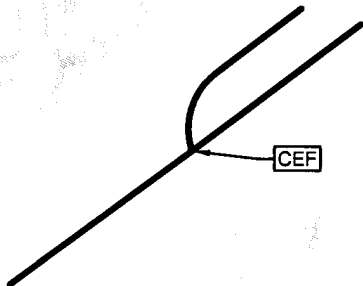
512-631-7700, TBPLS FIRM NO 10194108

CRITICAL ENVIRONMENTAL FEATURE
7.5387 ACRES
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

EXHIBIT B-1

ADDISON SECTION 1
DOC. NO. 201400005
O.P.R.T.C.T.

ADDISON SECTION 2
DOC. NO. 201400204
O.P.R.T.C.T.



ADDISON
SECTION 3



SCALE: 1" = 300'



PELTON
LAND SOLUTIONS

7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78748
512-831-7700, TX FIRM NO 12207

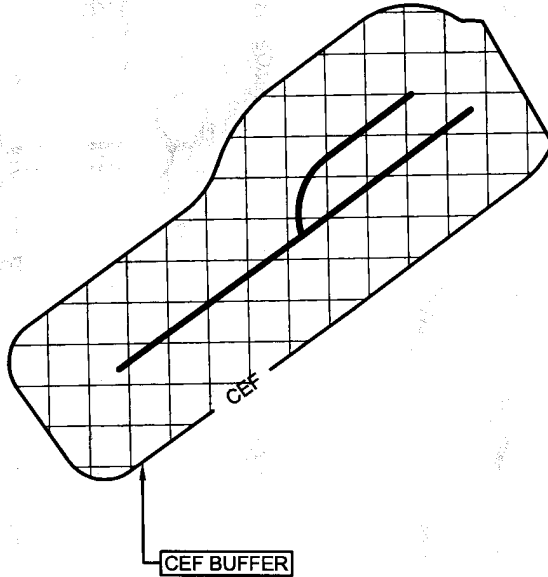
CEF EXHIBIT
ADDISON SECTION 3

C8J-2012-0161.3B

EXHIBIT B-2

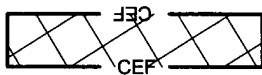
ADDISON SECTION 1
DOC. NO. 201400005
O.P.R.T.C.T.

ADDISON SECTION 2
DOC. NO. 201400204
O.P.R.T.C.T.

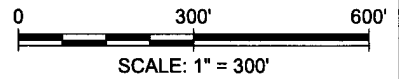


ADDISON SECTION 3

LEGEND



CEF BUFFER AREA



PELTON
LAND SOLUTIONS

7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78748
512-831-7700, TX FIRM NO 12207

CEF BUFFER EXHIBIT
ADDISON SECTION 3

C8J-2012-0161.3B

AFFIDAVIT AS TO DEBTS, LIENS, AND OCCUPANCIES

Date: September 23, 2016

Affiant: Chad Matheson

Affiant Title: Chief Financial Officer

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit as to Debts, Liens, and Occupancies is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

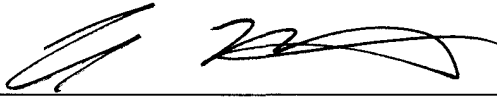
Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;
2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;
3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;
4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;
5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and
6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

CARMA PROPERTIES WESTPORT LLC,
a Texas limited liability company

By: 

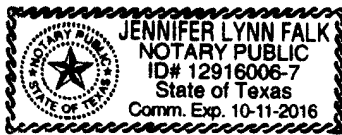
Chad Matheson
Chief Financial Officer
C/O Brookfield Residential
11501 Alterra Parkway, Suite 100
Austin, Texas 78758

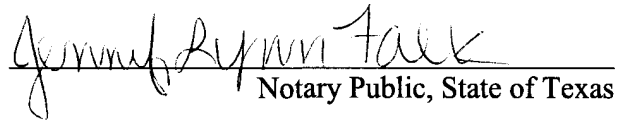
STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared **Chad Matheson, Chief Financial Officer of Carma Properties Westport LLC**, a Texas limited liability company, on behalf of such company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on September 23 2016.

[Seal]




Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Watershed Protection Department
ATTN: Ana Gonzalez
P.O. Box 1088
Austin, Texas 78767

PROJECT INFORMATION:

Project Name: Addison Section 3
Project Case Manager: Teresa Calkins
Case No.: C8J-2012-0161.3B

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Sep 23, 2016 02:43 PM 2016159266

RODRIGUEZA: \$70.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

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.

AFTER RECORDING RETURN TO:



Carey Gunn Venditti, Esq.
GREENBERG TRAURIG, LLP
300 W. 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com



ADDENDUM TO MASTER COVENANT
[Lot 15, Block G, Addison Section 2 and
Lot 23, Block G, Addison Section 3]

Travis County, Texas

Declarant: CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company

Cross reference to Addison Master Covenant, recorded as Document No. 2014002679 in the Official Public Records of Travis County, Texas, as amended.



ADDENDUM TO MASTER COVENANT

[Lot 15, Block G, Addison Section 2 and Lot 23, Block G, Addison Section 3]

This Addendum to Master Covenant [Lot 15, Block G, Addison Section 2 and Lot 23, Block G, Addison Section 3] (this “**Addendum**”) is made and executed by **CARMA PROPERTIES WESTPORT, LLC** a Texas limited liability company (“**Declarant**”) and is as follows:

1. **Applicability of Addendum.** This Addendum is Recorded with respect to Lot 15, Block G, Final Plat of Addison Section 2 Subdivision, according to the map or plat thereof Recorded as Document No. 201400204, Official Public Records of Travis County, Texas, and Lot 23, Block G, of Addison Section 3, according to the map or plat to be Recorded (collectively, the “**Affected Lots**”). Declarant is the owner of the Affected Lots.

2. **Authority.** Pursuant to that certain **Addison Master Covenant**, recorded as Document No. 2014002679 in the Official Public Records of Travis County (the “**Master Covenant**”), the Master Covenant may be amended by the Recording of an instrument executed and acknowledged by Declarant acting alone.

3. **CEF Buffer Restrictions.** A Critical Environmental Feature Buffer (“**CEF Buffer**”) lies within the Affected Lots, as depicted on **Exhibit A**, attached hereto and incorporated herein. All activities within such CEF Buffer shall comply with the City of Austin Land Development Code. The natural vegetative cover must be retained to the maximum extent practicable, construction within the CEF Buffer is prohibited, and wastewater disposal or irrigation is prohibited within the CEF Buffer.

4. **Amendment to Addendum.** This Addendum may be modified, amended, or terminated only by joint action of the (a) Director of the Watershed Protection Department of the City of Austin and (b) by the owner(s) of the Affected Lots subject to the modification, amendment or termination at the time of such modification, amendment or termination.

5. **Miscellaneous.** Any capitalized terms used and not otherwise defined in this Addendum shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

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

DECLARANT:

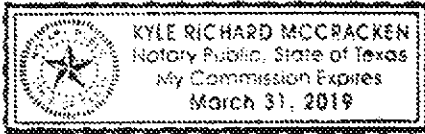
CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company

By: [Signature]
Printed Name: CHAD MATTHESON
Title: CHIEF FINANCIAL OFFICER

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this 22 day of September, 2016, by Chad Matheson, Chief Financial Officer of Carma Properties Westport LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)



[Signature] #130173328
Notary Public, State of Texas

ACCEPTED:

**WATERSHED PROTECTION DEPARTMENT
CITY OF AUSTIN**

By: [Signature]
Name: Ana V. Gonzalez
Title: Environmental Scientist, Senior

APPROVED AS TO FORM:

By: [Signature]
Name: Chad Matheson
Assistant City Attorney

EXHIBIT A

**EXHIBIT A
PROPERTY DESCRIPTION
CRITICAL ENVIRONMENTAL FEATURE**

BEING 7.5387 ACRES OF LAND SITUATED IN THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 165.238 ACRES,(UPLANDS), CONVEYED TO CARMA PROPERTIES WESTPORT, LLC BY DEED DATED JUNE 30, 2006 AND RECORDED IN DOCUMENT NO. 2006122815, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, (O.P.R.T.C.T.) AND BEING A PORTION OF ADDISON, SECTION 2, A SUBDIVISION RECORDED IN DOCUMENT NO. 201400204, O.P.R.T.C.T., SAID 7.5387 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod with cap stamped "JACOBS BOUNDARY", found for the southwest corner of Lot 12, Block J, Addison Section 1, a subdivision recorded in Document No. 201400005, O.P.R.T.C.T. and being an exterior corner of the said 165.238 acres;

THENCE South 77°53'12" West, a distance of 676.34 feet to the **POINT OF BEGINNING** of the herein described tract, Grid Coordinates = N 10,036,951.51, E 3,129,781.17;

THENCE, over and across said 165.238 acres, the following nine, (9) courses and distances:

- 1) South 84°12'20" West, 359.60 feet to an angle point;
- 2) South 84°54'35" West, 471.23 feet to the beginning of a curve to the right;
- 3) In a northwesterly direction, along said curve to the right, having a radius of 75.00 feet, a central angle of 90°00'00", an arc length of 117.81 feet and a chord bearing and distance of North 50°05'25" West, 106.07 feet to the end of said curve;
- 4) North 05°05'25" West, 150.00 feet to the beginning of a curve to the right;
- 5) In northeasterly direction, along said curve to the right, having a radius of 75.00 feet, a central angle of 90°00'00", an arc length of 117.81 feet and a chord bearing and distance of North 39°54'35" East, 106.07 feet to the end of said curve;
- 6) North 84°54'35" East, 75.00 feet to a point for corner;
- 7) South 05°05'25" East, 0.33 feet to the beginning of a curve to the right;
- 8) In a northeasterly direction, along said curve to the right, having a radius of 150.00 feet, a central angle of 03°49'21", an arc length of 10.01 feet and a chord bearing and distance of North 82°58'55" East, 10.01 feet to the end of said curve;
- 9) North 84°54'35" East, 247.53 feet to the beginning of a curve to the left;
- 10) In a northeasterly direction, along said curve to the left, having a radius of 150.00 feet, a central angle of 36°42'24", an arc length of 96.10 feet and a chord bearing and distance of North 66°33'23" East, 94.46 feet to the point of reverse curve to the right;
- 11) In a northeasterly direction, along said curve to the right, having a radius of 265.00 feet, a central angle of 36°00'09", an arc length of 166.52 feet and a chord bearing and distance of North 66°12'15" East, 163.79 feet to the end of said curve;
- 12) North 84°12'20" East, 182.89 feet to the beginning of a curve to the right;

7.5387 ACRES
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

Page 2 of 4

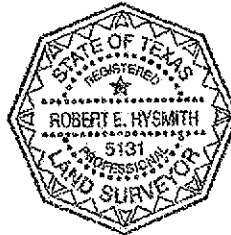
- 13) In a southeasterly direction, along said curve to the right, having a radius of 150.00 feet, a central angle of $71^{\circ}12'04''$, an arc length of 186.40 feet and a chord bearing and distance of South $60^{\circ}11'38''$ East, 174.64 feet to a point of compound curve to the right;
- 14) In a southeasterly direction, along said curve to the right, having a radius of 150.00 feet, a central angle of $13^{\circ}46'20''$, an arc length of 36.06 feet and a chord bearing and distance of South $58^{\circ}25'58''$ East, 35.97 feet to the end of said curve;
- 15) South $00^{\circ}37'21''$ West, 236.95 feet to the beginning of a curve to the right;
- 16) In a southwesterly direction, along said curve to the right, having a radius of 150.00 feet, a central angle of $31^{\circ}24'51''$, an arc length of 82.24 feet and a chord bearing and distance of South $68^{\circ}29'55''$ West, 81.22 feet to the **POINT OF BEGINNING**, containing 7.5387 acres of land, more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (SPCS), Central Zone (4203), NAD83/93 HARN values from the ICRA control network. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by multiplying by a combined adjustment factor of 0.999960959.

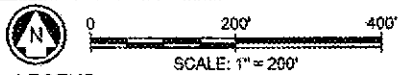
This property description is accompanied by a separate plat of even date.

Surveyed on the ground the 21st day of July, 2016

Robert E. Hysmith
Registered Professional Land Surveyor No. 5131
Peloton Land Solutions
7004 Bee Cave Road
Building 2, Suite 100
Austin, Texas 78746
(512) 831-7700
TBPLS Firm No. 10194108

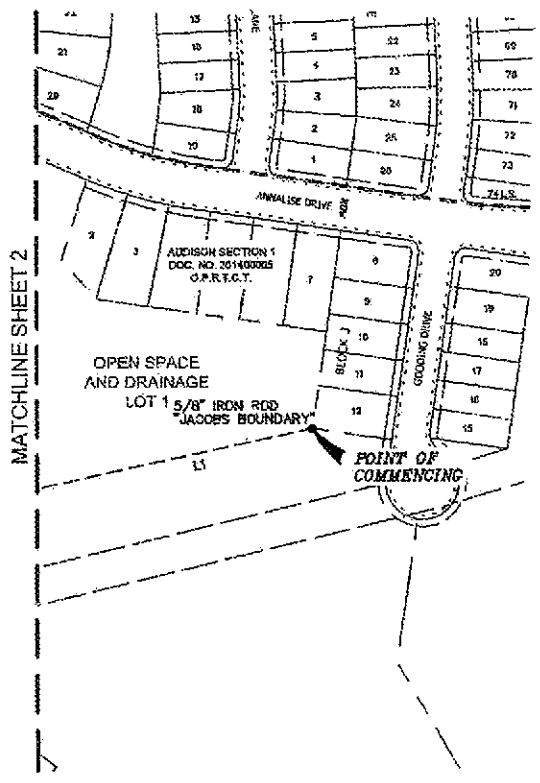


8/21/16



LEGEND

- IRON ROD FOUND (1/2", OR AS NOTED)
- CALCULATED CORNER
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

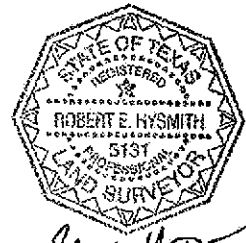


NOTES:

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83/93 HARN VALUES FROM THE LCRA CONTROL NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE COMBINED SURFACE--TO--GRID SCALE FACTOR IS 0.999960959 EXACTLY.



Robert E. Hysmith
8/24/16

 PELTON LAND SOLUTIONS <small>7044 GEE CAVE ROAD BUILDING 2, #1475, 100 RUSTON, TX 76760 512-251-2700, TOLL-FREE NO. 1-815-419-8</small>	CRITICAL ENVIRONMENTAL FEATURE 7.5387 ACRES SANTIAGO DEL VALLE GRANT TRAVIS COUNTY, TEXAS	
JOB # BRP15001	7.5387 ACRES	DATE: 05-19-2016 CHECKED BY: REH PAGE 3 OF 4



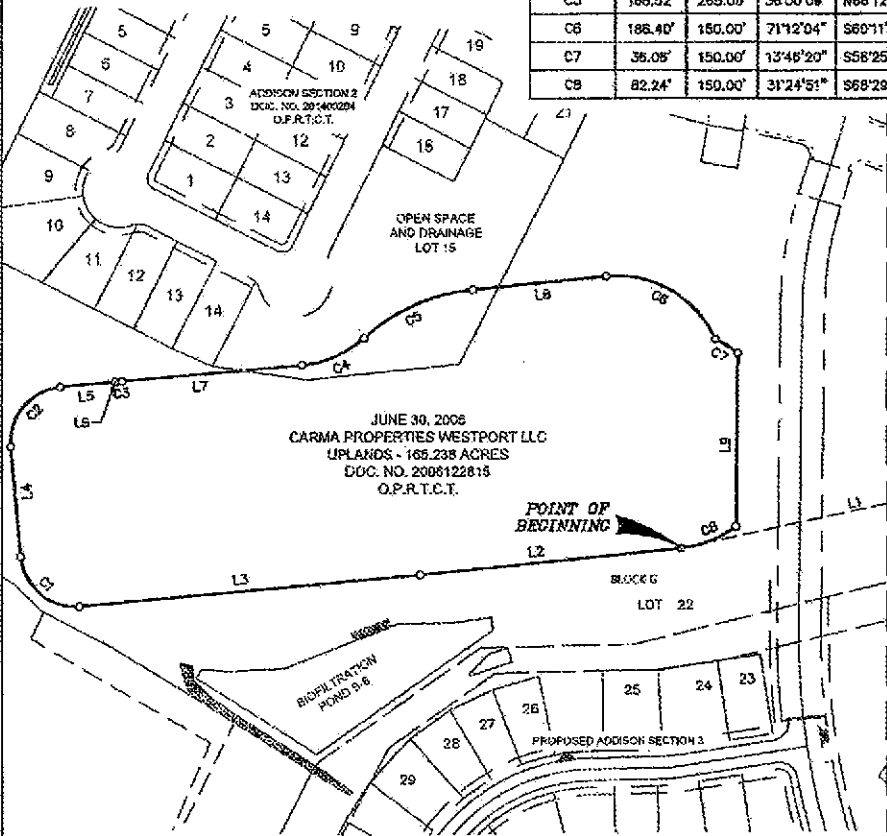
0 200' 400'
SCALE: 1" = 200'

LEGEND

- IRON ROD FOUND (1/2", OR AS NOTED)
- CALCULATED CORNER

O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	117.81'	75.00'	90°00'00"	N80°05'25"W	106.07'
C2	117.81'	75.00'	90°00'00"	N39°54'35"E	106.07'
C3	10.01'	150.00'	3°49'21"	N82°59'58"E	10.01'
C4	96.10'	150.00'	38°42'24"	N86°33'23"E	94.46'
C5	166.52'	265.00'	38°00'08"	N86°12'15"E	163.79'
C6	186.40'	150.00'	71°12'04"	S60°11'38"E	174.64'
C7	36.05'	150.00'	13°46'20"	S58°25'58"E	36.97'
C8	82.24'	150.00'	31°24'51"	S68°29'55"W	81.22'



Line Table		
Line #	Length	Direction
L1	676.34	S77°33'12"W
L2	358.80	S84°12'20"W
L3	471.23	S84°54'35"W
L4	150.00	N05°05'25"W
L5	76.00	N84°54'38"E
L6	0.33	S05°05'25"E
L7	247.33	N84°54'35"E
L8	182.88	N84°12'20"E
L9	236.95	S00°37'21"W

NOTES:

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

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PELTON
LAND SOLUTIONS
7004 BEE CAVE ROAD
BLDG 0, SUITE 100
AUSTIN, TX 78748
512-251-7700, 787.515.1751

CRITICAL ENVIRONMENTAL FEATURE
7.5387 ACRES
SANTIAGO DEL VALLE GRANT
TRAVIS COUNTY, TEXAS

JOB # BRP15001 | 7.5387 ACRES | DATE: 05-19-2016 | CHECKED BY: REH | PAGE 4 OF 4

AUS 536568535v3

ADDISON
ADDENDUM TO MASTER COVENANT

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

September 29 2016 03:04 PM

FEE: \$ 54.00 2016163000



AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
Jennifer Cook Purcell, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
carey.venditti@dlapiper.com



DEVELOPMENT AREA DECLARATION
[RESIDENTIAL]

RESIDENTIAL DEVELOPMENT AREA 2

Corridor 17-1524-D

Declarant: CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company

Cross reference to Addison Master Covenant, recorded as Document No. 2014002679 in the Official Public Records of Travis County, Texas, as amended.

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DEVELOPMENT AREA DECLARATION
[RESIDENTIAL]

RESIDENTIAL DEVELOPMENT AREA 2

This Development Area Declaration of Covenants, Conditions and Restrictions for Addison [Residential] Residential Development Area 2 (the "Development Area Declaration") is made by Carma Properties Westport LLC, a Texas limited liability company (the "Declarant"), and is as follows:

RECITALS

A. Declarant previously recorded that certain Addison Master Covenant, recorded as Document No. 2014002679 in the Official Public Records of Travis County, Texas, as amended (the "Covenant").

B. Pursuant to the Covenant, Declarant served notice that portions of the Property may be made subject to one or more Development Area Declarations upon the filing of one or more Notices of Applicability in accordance with *Section 9.05* of the Covenant, and once such Notices of Applicability have been filed, the portions of the Property described therein will constitute the Development Area and will be governed by and fully subject to this Development Area Declaration in addition to the Covenant.

A Development Area is a portion of Addison which is subject to the terms and provisions of the Covenant. A Development Area Declaration includes specific restrictions which apply to the Development Area, in addition to the terms and provisions of the Covenant.

C. Upon the further Recording 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 Development Area Declaration. The Property made subject to the terms and provisions of this Development Area Declaration will be referred to herein as the "Development Area."

NOW, THEREFORE, it is hereby declared: (i) those portions of the Property as and when made subject to this Development Area Declaration 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 Development Area Declaration 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; and

(iii) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant.

ARTICLE 1 DEFINITIONS

"Ordinary Public View" means anything which can be seen in the sight line of normal visual range of a person on a public or private street, thoroughfare or sidewalk, Common Area or Special Common Area.

"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 chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

"Standby Electric Generator" means a device that converts mechanical energy to electrical energy and is (a) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (b) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (c) connected to the main electrical panel of a residence by a manual or automatic transfer switch; and (d) rated for a generating capacity of not less than seven (7) kilowatts.

Capitalized terms used but not defined in this Development Area Declaration shall have the meaning subscribed to such terms in the Covenant.

ARTICLE 2 USE RESTRICTIONS

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 Use Restrictions. The Development Area shall be used solely for single-family residential purposes. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a residence so long as: (a) such activity complies with Applicable Law; (b) participation in the business activity is limited to the Owners or Occupants of the residence; (c) the existence or operation of the business activity is not apparent or detectable by sight, *i.e.*, no sign may be erected advertising the business within the Development Area, sound, or smell from outside the residence; (d) the business activity does not involve door-to-door solicitation of residents within the Development Area; (e) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (f) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development Area as may be determined in the sole discretion of the Board; and (g) the business does not require the installation of any machinery other than that customary to normal household operations. For the purpose of obtaining any business or commercial license, neither the residence nor the Lot will be considered open to the public. The terms "business" and "trade", as used

in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

Leasing of one or more residences shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant, Residential Developer, or a Homebuilder.

2.02 Rentals. The rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes shall be permitted, and no Rules restricting leasing of any Lot within the Development Area shall be enforceable against the Owner thereof without the prior written consent of such Owner; provided that all leases must be for terms of at least six (6) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Documents. All leases must be for the entire residence.

2.03 Trash Containers. Trash containers and recycling bins must be stored at all times either: (a) inside the garage of the residence; or (b) behind or on the side of the single-family residence or fence constructed on the Lot in such a manner that the trash container and recycling bin are not visible from Ordinary Public View. The Addison Reviewer shall have the right to specify additional locations in which trash containers or recycling bins must be stored.

2.04 Unightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from Ordinary Public View. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No: (a) racing vehicles; or (b) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible to Ordinary Public View on any Lot or to be parked on any roadway within the Development Area. Motorcycles shall be operated in a quiet manner.

Parking of commercial vehicles or equipment, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than: (i) in enclosed garages; and (ii) behind a fence so as to not be visible from Ordinary Public View is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a residence.

Mobile homes are prohibited. Notwithstanding the foregoing, sales trailers or other temporary structures expressly approved by the Addison Reviewer shall be permitted.

2.05 Outside Burning. There will be no exterior fires, except that barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Addison Reviewer shall be permitted. No Owner will permit any condition upon its portion of the Development Area which creates a fire hazard or violates Applicable Law.

2.06 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Development Area (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on a Lot more than four (4) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than within the residence, or the fenced yard space associated therewith, unless confined to a leash. The Board may restrict pets to certain areas on the Development Area. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended in front yards, porches or other unenclosed outside areas of the Lot. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags and all outdoor cats are required to have a bell on their collar. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Development Area.

2.07 Antennas. The installation of only certain antennas shall be permitted in the Development, as further set forth below.

(a) **Prohibited Antennas; Permitted Antennas.** Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc may be erected, maintained or placed on a Lot without the prior written approval of the Addison Reviewer; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services,

instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

- (iii) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "Permitted Antennas") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Addison Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from Ordinary Public View. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

(b) Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and may not encroach upon any street, Common Area, Special Common Area, or any other portion of the Development Area. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from Ordinary Public View, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible from Ordinary Public View by the Addison Reviewer are as follows:

- (i) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then
- (ii) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Addison Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted, HOWEVER, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the Addison Reviewer from time to time. Please contact the Addison Reviewer for the current rules regarding installation and placement.

2.08 Signs. Except for those permitted signs as set forth below or otherwise permitted by Applicable Law, no sign of any kind may be displayed or visible to Ordinary Public View on any Lot without the prior written approval of the Addison Reviewer, except for:

- (a) Declarant Signs. Signs erected by the Declarant or erected with the advance written consent of the Declarant;

(b) Security Signs. One small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Lot;

(c) Permits. Permits as may be required by Applicable Law;

(d) Religious Item on Door. A religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame), provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches;

(e) Sale or Rental Signs. One (1) temporary "For Sale" or "For Lease" sign per Lot, provided that the sign will be limited to: (i) a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post; (ii) an overall height of the sign from finished grade at the spot where the sign is located may not exceed four feet (4'); and (c) the sign must be removed within two (2) business days following the sale or lease of the Lot;

(f) Political Signs. Political signs may be displayed on any Lot provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or ballot item. In addition, signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are prohibited; and

(g) No Soliciting Signs. A "no soliciting" sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches.

Except for signs which are erected by the Declarant or erected with the advance written consent of the Declarant, no sign may be displayed in the window of any Improvement located on a Lot.

2.09 Flags. Owners are permitted to display certain flags on the Owner's Lot, as further set forth below.

(a) Approval Requirements. 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 Addison Reviewer. Approval by the Addison Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot ("**Freestanding Flagpole**").

(b) **Installation and Display.** Unless otherwise approved in advance and in writing by the Addison Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(ii) 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;

(iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3' x 5');

(iv) 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;

(v) The display of a flag, or the location and construction of the flagpole must comply with Applicable Law, easements and setbacks of record;

(vi) 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 residence;

(vii) 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;

(viii) 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

(ix) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

ARTICLE 3 MAINTENANCE AND REPAIR OBLIGATIONS

3.01 Overview. Generally, unless otherwise described herein, the Association maintains the Common Area, and the Owner maintains his Lot and the residence located thereon. If any Owner fails to maintain his Lot and the residence located thereon, the Association may perform the work at the Owner's expense. The Covenant provides for designating portions of the residences and/or Lots to Special Common Area and/or Service Area. The Special Common Area are maintained by the Association and not the Owner.

3.02 Association Maintains. The Association's maintenance obligations will be discharged in a reasonable manner when and how the Board reasonably deems appropriate. Unless otherwise

provided in this Development Area Declaration, the Association maintains, repairs and replaces, as a common expense, the portions of the Development Area listed below, regardless of whether the portions are on an Owner's Lot:

- (a) the Common Area;
- (b) the Special Common Area;
- (c) any real and personal property owned by the Association not otherwise designated as a Common Area;
- (d) any property adjacent to the Development Area if maintenance of same is deemed to be in the best interests of the Association, and if not prohibited by the owner or operator of said property; and
- (e) any portion of the Development Area, any item, easements or services, the maintenance of which is assigned to the Association by this Development Area Declaration or in accordance with any Recorded easement or Recorded plat of the Development Area.

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that: (i) such maintenance responsibility is assigned to an Owner under this Development Area Declaration; (ii) such maintenance responsibility is otherwise assumed by or assigned to an Owner; or (iii) such property is dedicated to any local, state or federal government or quasi-governmental entity; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner or Occupant of any Lot or any other person or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Area or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner or Occupant of a Lot has put the Association on written notice of a specific leak or flow from any portion of the Common Area and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to any Owner or Occupant of any Lot for loss or damage, by theft or otherwise, of any property, which may be stored in or upon any of the Common Area or any Lot. The Association shall not be liable to any Owner or Occupant, for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Development Area Declaration or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association or from any action taken by the Association to comply with any law ordinance or with any order or directive of any municipal or other governmental authority.

3.03 Owner Responsibility. Every Owner is responsible for the maintenance, repair and replacement of all Improvements located on such Owner's Lot, unless such Improvements are maintained by the Association as Special Common Area or Service Area. Every Owner has the following responsibilities and obligations for the maintenance, repair and replacement of their Lot:

(a) to maintain, repair, and replace the residence located on the Owner's Lot and any Improvements, except for the Special Common Area, if applicable;

(b) to maintain the yard landscaping on all Lots pursuant to the requirements set forth on Exhibit A, attached and incorporated herewith;

(c) to not do any work or fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Development Area, reduce the value thereof, or impair any easement or real property right thereto;

(d) to be responsible for his or her own willful or negligent acts and those of his or her or the Occupant's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement of Common Area or the property of another Owner, or any component of the Development Area for which the Association has maintenance and/or insurance responsibility;

(e) to perform his or her responsibilities in such manner so as not to unreasonably disturb other Owners and Occupants;

(f) to promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible;

(g) to pay for the cost of repairing, replacing or cleaning up any item that is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants or guests, with the cost thereof to be added to and to become part of the Owner's next chargeable Assessment.

3.04 Disputes. If a dispute arises regarding the allocation of maintenance responsibilities by this Development Area Declaration, the dispute will be resolved by the Board, who shall delegate such maintenance responsibility to either the Association or the individual Owner(s), as determined by the Board in its reasonable discretion.

ARTICLE 4 CONSTRUCTION RESTRICTIONS

4.01 Construction of Improvements. No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless approved in advance and in writing by the Addison Reviewer in accordance with the Covenant. Pursuant to *Section 6.04(b)* of the Covenant, the Addison Reviewer has adopted Design Guidelines applicable to the

Development Area. All Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Addison Reviewer as authorized by the Covenant.

4.02 Utility Lines. Unless otherwise approved by the Addison Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground, concealed in or under buildings or other structures.

4.03 Garages; Minimum Parking Spaces. Each residence within the Development Area must contain a private, enclosed garage capable at all times of housing at least two (2) automobiles. All garages shall be approved in advance of construction by the Addison Reviewer. No garage may be permanently enclosed or otherwise used for habitation. The orientation of the opening of a garage must be approved in advance by the Addison Reviewer unless otherwise set forth in the Design Guidelines.

4.04 Fences. No fence may be constructed on the Development Area without the prior written consent of the Addison Reviewer. The fencing requirements for each residence constructed on a Lot are set forth in the Design Guidelines.

4.05 Driveways. The design, construction material, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Addison Reviewer. Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining and repairing the driveway on such Owner's Lot.

4.06 HVAC Location. No air-conditioning apparatus may be installed on the ground in front of a residence or on the roof of any residence, unless otherwise approved in advance by the Addison Reviewer. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a residence or at any other location where it would be visible from any street, any other residence, Common Area, or Special Common Area. All HVAC units must be screened with either: (i) structural screening to match the exterior of the residence; or (ii) landscaping.

4.07 Natural Gas Requirements. Each single-family residence constructed within the Development Area must be adequately plumbed for the use of at least two (2) natural gas appliances; provided however that for any single-family residence that is adequately plumbed but does not utilize at least two (2) natural gas appliances, Owner shall be responsible for reimbursing Declarant for any nonutilization charge incurred by Declarant for such Owner's nonutilization (the "Nonutilization Charge"). For purposes of this Section 4.07 only, construction of a residence shall be deemed complete and subject to, if applicable, the Nonutilization Charge upon the installation of both the water heating and central comfort heating appliances. Natural gas appliances used as supplemental or standby heat sources shall not qualify towards the two (2) natural gas appliance minimum. If such Owner fails to pay such Nonutilization Charge upon demand by the Declarant, such Nonutilization Charge (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot. Any such Nonutilization Charge assessed and charged against a Lot hereunder will be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for

the collection of Assessments. Individual service lines will be installed between the natural gas mains installed within the Development and the single-family residence at the time of construction of the residence.

The natural gas plumbing and installation of the individual service lines shall comply with the following:

(a) Natural gas plumbing will be installed in accordance with Applicable Laws, including, without limitation, the rules of the Texas Railroad Commission of Texas; and

(b) A licensed natural gas service technician will be used to install or convert appliances for natural gas use.

4.08 Solar Energy Device. Solar Energy Devices may be installed with the advanced written approval of the Addison Reviewer, subject to the following provisions.

(a) Application. To obtain Addison Reviewer approval of a Solar Energy Device, the Owner shall provide the Addison Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 6* of the Covenant.

(b) Approval Process. The Addison Reviewer will review the Solar Application in accordance with the terms and provisions of *Article 6* of the Covenant. The Addison Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 4.08(c)* below **UNLESS** the Addison Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 4.08(c)*, will create a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Addison Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. 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, and the Board need not adhere to this *Section 4.08* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Addison Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) 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 Addison 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 ten percent (10%) above the energy production of the Solar Energy Device if installed in the location designated by the Addison Reviewer. If the Owner desires to contest the alternate location proposed by the Addison Reviewer, the Owner should submit information to the Addison Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If 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;

(ii) 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.

4.09 Rainwater Harvesting Systems. Rain barrels or rainwater harvesting systems (a "Rainwater Harvesting System") may be installed with the advance written approval of the Addison Reviewer, subject to the following provisions.

(a) Application. To obtain Addison Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the Addison 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.

(b) Approval Process. The decision of the Addison Reviewer will be made in accordance with *Article 6* of the Covenant. 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, and the Board need not adhere to this *Section 4.09* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Addison Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Addison Reviewer;

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device;

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street;

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Addison Reviewer. See *Section 4.09(d)* for additional guidance.

(d) **Guidelines.** If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from Ordinary Public View or an adjacent Lot, the Addison Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System being visible from Ordinary Public View or an adjacent Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from Ordinary Public View or an adjacent Lot, any additional requirements imposed by the Addison Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Addison Reviewer.

4.10 Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by Addison Reviewer. All Owners implementing Xeriscaping are encouraged to refer to the list of approved plans, if any, set forth in the Design Guidelines when designing their proposed Xeriscaping and otherwise comply with the following:

(a) **Application.** Approval by Addison Reviewer is required prior to installing Xeriscaping. To obtain the approval of Addison Reviewer for Xeriscaping, the Owner shall provide Addison Reviewer with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping 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 Xeriscaping Application. Addison Reviewer is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to Addison Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

(b) **Approval Conditions.** Unless otherwise approved in advance and in writing by Addison Reviewer, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by Addison Reviewer. For purposes of this *Section 4.10*, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if Addison Reviewer determines that: a) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or, b) the use of specific turf or plant materials would result in damage

to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot;

(ii) No Owners shall install gravel, rocks or cacti that in the aggregate encompass over twenty percent (20%) percent of such Owner's front yard or twenty percent (20%) of such Owner's back yard; and

(iii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by Addison Reviewer.

(c) Process. The decision of the Addison Reviewer will be made within a reasonable time, or within the time period otherwise required by the specific provisions in the Design Guidelines, if adopted or other provisions in the Documents which govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping 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, and the Board need not adhere to the requirements set forth in this *Section 4.10* when considering any such request.

(d) Approval. Each Owner is advised that if the Xeriscaping Application is approved by the Addison Reviewer, installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the Addison Reviewer may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (ii) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Covenant and may subject the Owner to fines and penalties. Any requirement imposed by the Addison Reviewer to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

4.11 Standby Electric Generators. The installation, operation, and maintenance of all Standby Electric Generators must comply with the following:

(a) The installation and maintenance of any Standby Electric Generator must be in compliance with manufacturer's specifications and all Applicable Law;

(b) The installation of all electrical, plumbing and fuel line connections must be performed only by licensed contractors;

(c) The installation of all electrical connections must be performed in accordance with Applicable Law;

(d) The installation of all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be performed in accordance with Applicable Law;

(e) The installation of all liquefied petroleum gas fuel line connections must be performed in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other Applicable Law;

(f) The installation and maintenance of non-integral Standby Electric Generator fuel tanks must comply with applicable municipal zoning ordinances and other Applicable Law;

(g) All Standby Electric Generators and its electrical lines and fuel lines must be maintained in good condition. In addition, the repair, replacement and removal of any deteriorated or unsafe component of the Standby Electric Generator, including electrical or fuel lines, is required;

(h) Owners must screen the Standby Electric Generator if it is:

(i) Visible from the street faced by a residence; or

(ii) Located in an unfenced side or rear yard of a residence and is visible from an adjoining Lot or from adjoining Common Area; or

(iii) Located in a fenced side or rear yard and is visible either from an adjoining Lot or from adjoining Common Area (i.e. through wrought iron or aluminum fencing);

(i) Any periodic testing of the Standby Electric Generator consistent with the manufacturer's recommendation must only be performed during the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday;

(j) Use of a Standby Electric Generator to generate all or substantially all of the electrical power to a Lot is strictly prohibited, except when utility-generated electrical power is not available or is intermittent due to causes other than nonpayment for utility service;

(k) No Standby Electric Generator shall be located on Common Area; and

(l) No Standby Electric Generator may be installed prior to obtaining written approval pursuant to *Article 6* of the Covenant.

ARTICLE 5 DEVELOPMENT

5.01 Notice of Applicability. Upon Recording, this Development Area Declaration 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 Development Area Declaration. This Development Area Declaration will apply to and burden a portion or portions of the Property upon the filing of a Notice of Applicability in accordance with *Section 9.05* of the Covenant describing such Property by a legally sufficient description and expressly providing that

such Property will be subject to the terms, covenants conditions, restrictions and obligations of this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a Notice of Applicability filed pursuant to *Section 9.05* of the Covenant containing the following provisions:

- (a) A reference to this Development Area Declaration, which will include the recordation information thereof;
- (b) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and
- (c) A legal description of the added land.

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

- (a) A reference to this Development Area Declaration, which will include the recordation information thereof;
- (b) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land;
- (c) A legal description of the withdrawn land; and
- (d) The written consent of the Owner of the land being withdrawn (if the land is not owned by Declarant).

Notwithstanding the foregoing, if the Declarant is not the owner of the portion of the Development Area being withdrawn from this Development Area Declaration, such withdrawal shall require (i) the written consent of the Owner of the land being withdrawn, and (ii) if such property is Common Area or Special Common Area, the written consent of AMH (as hereinafter defined) for so long as AMH owns one or more Lots subject to this Development Area Declaration and/or the Covenant. Such written approval must be included in the notice of withdrawal filed of record.

5.03 Assignment of Declarant's Rights. Notwithstanding any provision in this Development Area Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Area Declaration 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, and duties hereunder.

**ARTICLE 6
GENERAL PROVISIONS**

6.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind the Development Area, 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 Development Area Declaration is Recorded, and continuing through and including January 1, 2085, after which time this Development Area Declaration 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, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided however, that such change will be effective only upon the Recording of a certified copy of such resolution. 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 Representative System of Voting is not applicable to an amendment as contemplated in this *Section 6.01*, 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 6.01* to the contrary, if any provision of this Development Area Declaration 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, as of the date of the Recording of this Development Area Declaration, descendants of Elizabeth II, Queen of England.

6.02 Amendment. This Development Area Declaration may be amended or terminated only by the Recording of an instrument setting forth the amendment executed and acknowledged 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 allocated to Owners of Lots within the Development Area. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 6.02*. Notwithstanding anything to the contrary herein, Declarant shall not approve any amendment of this Development Area Declaration relating to leasing of Lots within the Development Area, and no such amendment shall be effective, without the written consent of all Owners of such Lots.

6.03 Notices. Any notice permitted or required to be given by this Development Area Declaration must be in writing and may be delivered either personally or by mail, or as otherwise 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 Saturday, 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. Such address may be changed from time to time by notice in writing given by such person to the Association.

6.04 Interpretation. The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of

the Development Area, provided, however, that the provisions of this Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

6.05 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.

6.06 Enforcement and Nonwaiver. Except as otherwise provided herein, any Owner of Lot, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Development Area Declaration. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

6.07 Construction. The provisions of this Development Area Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Development Area Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED to be effective the date this Instrument is Recorded.

DECLARANT:

CARMA PROPERTIES WESTPORT LLC,
a Texas limited liability company

By: 
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10 day of January, 2018 by Chad Matheson, Chief Financial Officer of Carma Properties Westport LLC, a Texas limited liability company, on behalf of said company.

(SEAL)


Notary Public Signature

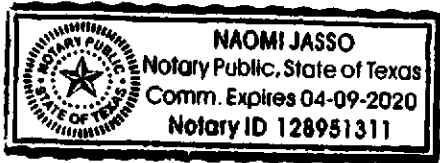


EXHIBIT "A"

REQUIRED LANDSCAPING ON LOTS

Owner must maintain the front yard landscaping pursuant to this Exhibit A and the Design Guidelines. The "front yard" for purposes of the foregoing sentence will mean the portion of each Lot from the common or public driveway and/or sidewalk to the rear corner of the residence or the side fence-line (whichever is closer to the front) of each residence. In the event of any disagreement of what constitutes the front yard of a Lot, the determination of the Association or its designee will be final.

Landscaping:

1. Mow and edge all front and side yard turf areas on an as-needed basis as determined by the Association (in its reasonable discretion). During the months of April through October of each year, mowing and edging will typically occur at least once per week. An Owner is required to make no fewer than forty-two (42) landscaping maintenance trips to each Lot they own per annum.
2. Apply fertilizer to the front and side yard turf areas on an as-needed basis, which will typically occur three times per year; spring, summer, and fall.
3. Aerate front and side yard turf area on an as-needed basis as determined by the Association in its reasonable discretion.
4. Manually and mechanically control weeds in the front and side yard as required to maintain a manicured appearance. In cases of extraordinary weed problems, spot treat weeds with appropriate herbicide.

Irrigation:

In addition, each Owner will be responsible, at such Owner's sole cost and expense, for providing irrigation to the front, rear, and side yard on an as-needed basis, as determined by the Association. Each Owner shall further ensure that any automatic irrigation system does not cause excessive run-off onto adjacent streets or sidewalks and the automatic irrigation system's irrigation pipes, valves, heads, and controller are maintained in good working order.

Association Right to Cure:

In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's reasonable absolute discretion) mow, replace, prune, and/or irrigate any landscaping, including trees, in such Owner's Lot, such failure will constitute a violation of the Documents and the Board may cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its reasonable absolute discretion. If the Board causes such landscaping, including trees, to be mowed, replaced, pruned and irrigated, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest on such costs and expense from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the

Owner's Lot as an Individual Assessment. EACH SUCH OWNER WILL RELEASE 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 EXHIBIT A (INCLUDING ANY COST, LOSS, DAMAGE, 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" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

2

ADDISON
DEVELOPMENT AREA DECLARATION [RESIDENTIAL]



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

January 18 2018 12:24 PM

FEE: \$ 114.00 2018007815

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
Jennifer Cook Purcell, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
carey.venditti@dlapiper.com



Corridor 17-1524-D



NOTICE OF REDUCTION OF LEVY OF ASSESSMENTS

RESIDENTIAL DEVELOPMENT AREA 2

SECTION 3

Travis County, Texas

DECLARANT: CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company

Cross reference to (i) Addison Master Covenant recorded under Document No. 2014002679, Official Public Records of Travis County, Texas, as amended; and (ii) Addison Development Area Declaration [Residential] recorded under Document No. 2014129038, Official Public Records of Travis County, Texas, as amended.



NOTICE OF REDUCTION OF LEVY OF ASSESSMENTS

RESIDENTIAL DEVELOPMENT AREA 2

SECTION 3

This Notice of Reduction of Levy of Assessments (the "Notice") is made and executed by **CARMA PROPERTIES WESTPORT LLC**, a Texas limited liability company ("Declarant") and is as follows:

1. **Authority under Master Covenant.** Pursuant to *Section 5.09(e)* of that certain Addison Master Covenant, recorded as Document No. 2014002679 in the Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**"), Declarant may, in its sole discretion, elect to reduce the levy of Assessments attributable to any un-platted, unimproved, or improved portion of the Development, Lot, or Condominium Unit.

2. **Reduction of Levy of Assessments.** In return of good consideration including, but not limited to, the costs and expenses incurred by AMH Addison Development LLC, a Delaware limited liability company (along with its parents, affiliates, and commonly controlled entities, collectively "**AMH**") for the construction and maintenance of the Amenity Center Building as more particularly set forth in the Lease Agreement entered between AMH and the Declarant, the Declarant hereby elects to reduce the amount levied as Regular Assessments by two-thirds (2/3) or sixty-six percent (66%) against all Lots in Addison, Section 3, a subdivision located in Travis County, Texas according to the map or plat recorded at Document No. 201600267 in the Official Public Records of Travis County, Texas (collectively, the "**Benefitted Lots**" and individually, a "**Benefitted Lot**") while such Lots are owned by AMH. The one third (1/3) reduction effected hereby may not otherwise be assessed directly or indirectly against the Benefitted Lots by way of the levying of Special Assessments, Special Common Area Assessments, Service Area Assessments, Individual Assessments, or otherwise. This provision, however, shall not operate so as to interfere with the customary rights of the Association to enforce the obligations of AMH as Owner under the Addison Governance Documents, including the requirement that AMH pay any other Assessments pursuant to the Addison Governance Documents.

3. **Duration of Reduction.** The reduction in the amount levied as Regular Assessments as to the Benefitted Lots shall become effective as of the date of recordation of this Notice and shall remain in effect until such time as AMH owns less than twenty-five (25) Lots in Addison Section 3, a subdivision located in Travis County, Texas, according to the map or plat recorded at Document No. 201600267 in the Official Public Records of Travis County, Texas. Notwithstanding the foregoing, the reduction in the amount levied as Regular Assessments shall expire as to a particular Benefitted Lot at such time that such Benefitted Lot is conveyed in fee simple to a third-party individual or entity for non-commercial single-family purposes and is not a successor in interest to AMH's primary business of acquiring and owning single family residences for commercial rental income purposes. As of the date of expiration of the reduction of the Regular Assessments, any and all Regular Assessments shall be

calculated and levied as of that day forward pursuant to the terms and conditions of the Master Covenant.

4. **Commencement of Assessments.** In return of good consideration, the Declarant hereby elects to postpone the commencement of all assessments in respect of each Benefitted Lot (including, but not limited to, Regular Assessments, Special Assessments, Special Common Area Assessments, Service Area Assessments, Individual Assessments, and the Working Capital Assessments) until such time that such Benefitted Lot is improved with a residence, a certificate of occupancy has been issued by the City of Austin with respect to the residence located on such Benefitted Lot, and such residence is ready for occupancy as a residence ("**Assessment Commencement**"). Accordingly, there shall be no assessments due or payable for a Benefitted Lot for the period prior to the Assessment Commencement.

5. **Miscellaneous.** Any capitalized terms used and not otherwise defined in this Notice shall have the meanings set forth in the Master Covenant. This Notice may not be terminated, revoked, or amended without the prior written consent of AMH.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this Instrument is Recorded.

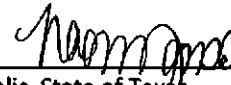
DECLARANT:

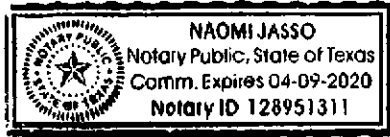
CARMA PROPERTIES WESTPORT LLC,
a Texas limited liability company

By: 
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 16 day of January, 2018, by Chad Matheson, Chief Financial Officer of Carma Properties Westport LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal) 
Notary Public, State of Texas




ADDISON
NOTICE OF REDUCTION OF LEVY ASSESSMENTS
RESIDENTIAL DEVELOPMENT AREA 2 - SECTION 3

WEST279984298.1

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS




DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
January 19 2018 10:38 AM

FEE: \$ 38.00 2018008454

After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

May 21, 2020 03:39 PM Fee: \$34.00

2020082365

Electronically Recorded



ADDISON

Addison

Travis County, Texas

DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS

DECLARANT: CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company

Cross reference to that certain Addison Master Covenant, recorded under Document No. 2014002679 in the Official Public Records of Travis County, Texas, as may be amended from time to time.



ADDISON

DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS

CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company, is the “**Declarant**” under the terms and provisions of that certain Addison Master Covenant, recorded as Document No. 2014002679 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the “**Master Covenant**”).

Pursuant to *Section 3.04* of the Master Covenant, Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of Addison Master Community, Inc., a Texas nonprofit corporation (the “**Association**”).

Declarant hereby appoints the following individuals to the Board of Directors of the Association:

Scott Turner
AJ Zorn
Paige Kamel
Blake McAlister

Declarant hereby appoints the following individuals to the Officer positions herein below:

Scott Turner – President
AJ Zorn – Vice President
Paige Kamel – Secretary
Blake McAlister – Treasurer

All prior appointments of Directors and Officers are hereby revoked as of the Recording of this instrument.

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO DECLARANT APPOINTMENT AND REMOVAL
OF OFFICERS AND DIRECTORS FOR ADDISON]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

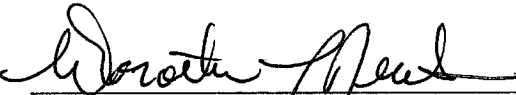
CARMA PROPERTIES WESTPORT LLC,
a Texas limited liability company

By:

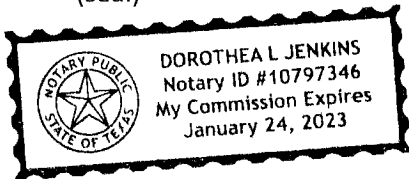

Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 19th day of May, 2020, by Chad Matheson, Chief Financial Officer of Carma Properties Westport LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

(seal)



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Jun 04, 2021 09:44 AM Fee: \$38.00

2021125011

Electronically Recorded

After Recording, Return To:

William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746



ADDISON

Addison

Travis County, Texas

DECLARANT APPOINTMENT AND REMOVAL OF OFFICER AND DIRECTOR

DECLARANT: CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company

Cross reference to that certain Addison Master Covenant, recorded under Document No. 2014002679 in the Official Public Records of Travis County, Texas, as may be amended from time to time.



DECLARANT APPOINTMENT AND REMOVAL OF OFFICER AND DIRECTOR

CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company, is the “**Declarant**” under the terms and provisions of that certain Addison Master Covenant, recorded as Document No. 2014002679 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the “**Master Covenant**”).

Pursuant to *Section 3.04* of the Master Covenant, Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of Addison Master Community, Inc., a Texas nonprofit corporation (the “**Association**”).

Declarant hereby removes the following individual from the Board of Directors of the Association:

Paige Kamel
Scott Turner

Declarant hereby appoints the following individual to the Board of Directors of the Association:

Stacey Leary
AJ Zorn

Declarant hereby removes the following individual from the Officer position herein below:

Scott Turner – President
Paige Kamel – Secretary

Declarant hereby appoints the following individual to the Officer position herein below:

AJ Zorn – President
Stacey Leary – Secretary

Upon Recordation of this instrument, the Board of Directors of the Association and Officers of the Association consist of the following named persons:

Board of Directors
AJ Zorn
Stacey Leary
Blake McAlister

Officers

AJ Zorn – President
Stacey Leary – Secretary
Blake McAlister – Treasurer

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

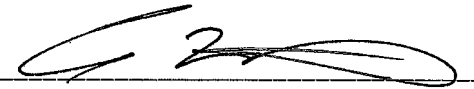
[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO DECLARANT APPOINTMENT AND REMOVAL
OF OFFICER AND DIRECTOR FOR ADDISON]

EXECUTED to be effective as of the date this instrument is Recorded.

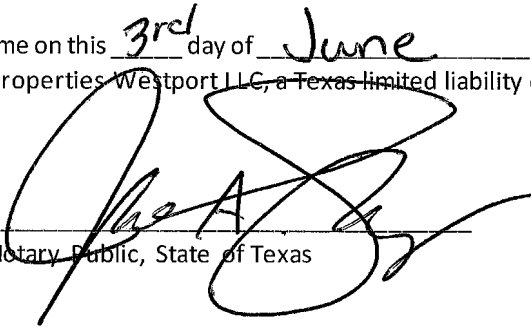
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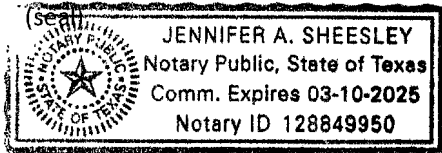
CARMA PROPERTIES WESTPORT LLC,
a Texas limited liability company

By: 
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 3rd day of June, 2021, by Chad Matheson, Chief Financial Officer of Carma Properties Westport LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Ra

Rebecca Guerrero, County Clerk
Travis County, Texas

Jul 22, 2022 08:27 AM Fee: \$34.00

2022125939

Electronically Recorded

After Recording, Return To:

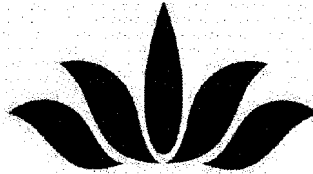
William P. McLean

Leslie Keyser

McLean & Howard, L.L.P.

4301 Bull Creek Road, Suite 150

Austin, Texas 78731



ADDISON

Addison

Travis County, Texas

DECLARANT APPOINTMENT AND REMOVAL OF OFFICER AND DIRECTOR

DECLARANT: CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company

Cross reference to that certain Addison Master Covenant, recorded under Document No. 2014002679 in the Official Public Records of Travis County, Texas, as may be amended from time to time.



DECLARANT APPOINTMENT AND REMOVAL OF OFFICER AND DIRECTOR

CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company, is the “**Declarant**” under the terms and provisions of that certain Addison Master Covenant, recorded as Document No. 2014002679 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the “**Master Covenant**”).

Pursuant to *Section 3.04* of the Master Covenant, Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of Addison Master Community, Inc., a Texas nonprofit corporation (the “**Association**”).

Declarant hereby removes the following individual from a Director and the Officer position herein below:

Stacey Leary – Secretary and Director

Declarant hereby appoints the following individual to a Director and the Officer position herein below:

Paige Wilkerson – Secretary and Director

Upon Recordation of this instrument, the Board of Directors of the Association and Officers of the Association consist of the following named persons:

Board of Directors

AJ Zorn
Paige Wilkerson
Blake McAlister
Matthew Chase

Officers

Matthew Chase – President
AJ Zorn – Vice-President
Paige Wilkerson – Secretary
Blake McAlister – Treasurer

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO DECLARANT APPOINTMENT AND REMOVAL
OF OFFICER AND DIRECTOR FOR ADDISON]

EXECUTED to be effective as of the date this instrument is Recorded.

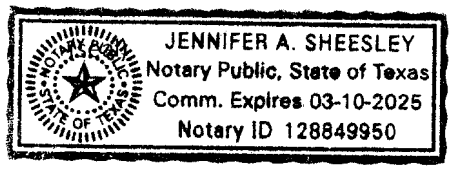
DECLARANT:

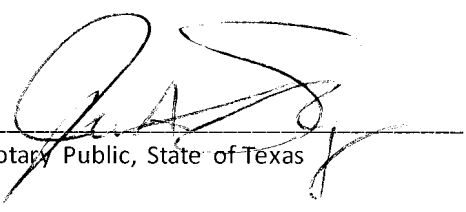
CARMA PROPERTIES WESTPORT LLC,
a Texas limited liability company

By: 
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 21st day of July, 2022, by
Chad Matheson, Chief Financial Officer of Carma Properties Westport LLC, a Texas limited liability company,
on behalf of said limited liability company.




Notary Public, State of Texas

After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Ra

Rebecca Guerrero, County Clerk
Travis County, Texas

Jul 22, 2022 08:27 AM Fee: \$38.00

2022125940

Electronically Recorded

FIRST AMENDMENT TO THE
AMENDED AND RESTATED BYLAWS OF
ADDISON MASTER COMMUNITY, INC.

DECLARANT: CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company

Cross reference to that certain Addison Master Covenant, recorded under Document No. 2014002679 in the Official Public Records of Travis County, Texas; that certain First Amendment to Addison Master Covenant, recorded under Document No. 2015167705 in the Official Public Records of Travis County, Texas; and that certain Addison Amended and Restated Community Manual recorded under Document No. 2015167707 in the Official Public Records of Travis County, Texas; each as may be amended from time to time

**FIRST AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF
ADDISON MASTER COMMUNITY, INC.**

This First Amendment to the Amended and Restated Bylaws of the Addison Master Community, Inc. ("**First Amendment**") is made by CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company and is as follows:

RECITALS:

A. CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company ("**Declarant**"), previously executed and recorded that certain Addison Master Covenant, recorded under Document No. 2014002679 in the Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Addison Master Covenant, recorded under Document No. 2015167705 in the Official Public Records of Travis County, Texas, as may be further amended from time to time (collectively the "**Master Covenant**").

B. Declarant further previously executed and recorded that certain Addison Amended and Restated Community Manual recorded under Document No. 2015167707 in the Official Public Records of Travis County, Texas ("**Community Manual**"). The Community Manual, in Attachment 2, sets forth the Amended and Restated Bylaws ("**Bylaws**") of the Addison Master Community, Inc. ("**Association**").

C. Pursuant to *Article XII* of the Bylaws, the Bylaws may be amended by the Declarant until expiration or termination of the Development Period.

D. The Development Period means the period of time beginning on the date when the Master Covenant has been Recorded, and ending seventy-five (75) years thereafter, unless earlier terminated by a Recorded written instrument executed by the Declarant. As of the Recording of this First Amendment, the Development Period has not been terminated and is still in effect.

E. Through the Recordation of this First Amendment, the Declarant desires to and hereby so does amend the Bylaws as set forth in this First Amendment.

NOW THEREFORE, the Bylaws are hereby amended as follows:

1. *Section 4.1.(c)* of the Bylaws is hereby deleted in its entirety and the provision is hereby restated as follows:

(c) At the expiration or termination of the Development Period, the Declarant will thereupon call a meeting of the Members of the Association where the 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**"). Not less than two (2) of the three (3) new Directors must reside in the Addison subdivision as such Director's primary homestead. The initial terms of office for the newly elected Directors shall be: 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). Notwithstanding the foregoing provision, if a Voting Group Designation is filed in accordance with the Master Covenant such designation may establish a different number of Board members to be elected at the Member Election Meeting provided that in any event the number of Board members shall be no less than three (3) in number. The Voting Group Designation may also assign an initial term to each Board member position. A Voting Group Designation which establishes a different number of Board members and the initial terms of such Board members shall be deemed an amendment to the Bylaws. 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.

2. *Section 4.1.(e)*. of the Bylaws is hereby deleted in its entirety and the provision is hereby restated as follows:

(e) Not less than two (2) of the three (3) elected Directors (or a majority of Directors if the Board of Directors consists of more than three (3) persons), other than Directors appointed by Declarant, shall be a Member and resident in the Addison subdivision as such Director's primary homestead. For purposes of these Bylaws, residency of a corporation, partnership or other entity who is the Owner of a Lot or Condominium Unit is determined by such entity's duly authorized agent or representative. The duly authorized agent or representative of the entity owning the Lot or Condominium Unit must reside in the Addison subdivision as such person's primary homestead for residency qualification purposes. The corporation, partnership or other entity Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors. Other than as set forth in this subparagraph (e), the Association may not restrict an Owner's right to run for a position on the Board.

3. Definitions. All capitalized terms shown in this First Amendment shall have their meaning as expressed under the Bylaws and Master Covenant unless otherwise indicated herein.

4. No Other Modifications. Except as expressly modified by this First Amendment, the covenants, restrictions, agreements, easements, terms and provisions of the Bylaws shall continue in full force and effect.

[Signature page to follow]

[EXECUTION PAGE TO FIRST AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF
ADDISON MASTER COMMUNITY, INC.]

Executed to be effective upon Recordation.

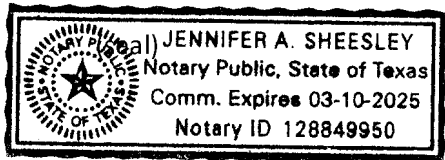
DECLARANT:

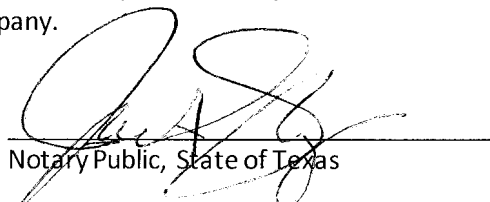
CARMA PROPERTIES WESTPORT LLC,
a Texas limited liability company

By: 
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 21st day of July, 2022,
by Chad Matheson, Chief Financial Officer of Carma Properties Westport LLC, a Texas limited liability
company, on behalf of said limited liability company.




Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Ra

Rebecca Guerrero, County Clerk
Travis County, Texas

Oct 11, 2022 04:31 PM Fee: \$46.00

2022165656

Electronically Recorded

This page is
intentionally added for
electronic file stamp.

ADDISON MASTER COMMUNITY, INC.

MANAGEMENT CERTIFICATE

STATE OF TEXAS

§

COUNTY OF TRAVIS

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This Management Certificate is filed by the Addison Master Community, Inc., a Texas nonprofit corporation, pursuant to Texas Property Code §209.004.

1. Name of Subdivision:

Addison

2. Name of Association:

Addison Master Community, Inc., a Texas nonprofit corporation

3. Recording Data for the Subdivision Plat(s): To obtain copies of a plat, please contact the Travis County Clerk. The following plat(s), as may be amended from time to time, include those tracts of real property currently annexed into the Addison subdivision.

- (a) FINAL PLAT OF ADDISON SECTION 1 SUBDIVISION, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400005, Official Public Records of Travis County, Texas.
- (b) FINAL PLAT OF ADDISON SECTION 2 SUBDIVISION, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400204, Official Public Records of Travis County, Texas.
- (c) ADDISON SECTION 3 SUBDIVISION, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600267, Official Public Records of Travis County, Texas.
- (d) FINAL PLAT OF ADDISON SECTION 4 A SMALL LOT SUBDIVISION, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800193, Official Public Records of Travis County, Texas.
- (e) ADDISON SECTION 5 A SMALL LOT SUBDIVISION, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 202000205, Official Public Records of Travis County, Texas.

4. Recording Data for the Master Covenant, any Development Area Declarations, and All Amendments Thereto:

Name of Instrument: Addison Master Covenant

Recorded On: January 8, 2014, in Document No. 2014002679, of the Official Public Records of Travis County, Texas

Name of Instrument: Addison First Amendment to the Master Covenant

Recorded On: October 19, 2015, in Document No. 2015167705, of the Official Public Records of Travis County, Texas

Name of Instrument: Addison Addendum to Master Covenant [Lot 15, Block G, Addison Section 2 and Lot 23, Block G, Addison Section 3]

Recorded On: September 29, 2016, in Document No. 2016163000, of the Official Public Records of Travis County, Texas

Name of Instrument: Addison Development Area Declaration [Residential]

Recorded On: August 28, 2014, in Document No. 2014129038, of the Official Public Records of Travis County, Texas

Name of Instrument: Addison First Amendment to Development Area Declaration [Residential]

Recorded On: October 19, 2015, in Document No. 2015167706, of the Official Public Records of Travis County, Texas

Name of Instrument: Addison Second Amendment to Development Area Declaration [Residential]

Recorded On: January 6, 2016, in Document No. 2016001370, of the Official Public Records of Travis County, Texas

Name of Instrument: Addison Development Area Declaration [Residential] Residential Development Area 2

Recorded On: January 18, 2018, in Document No. 2018007815, of the Official Public Records of Travis County, Texas

Name of Instrument: Addison Partial Assignment of Declarant's Rights Section 3

Recorded On: January 19, 2018, in Document No. 2018008456, of the Official Public Records of Travis County, Texas

Name of Instrument: Addison Adoption of Working Capital Assessment

Recorded On: November 14, 2014, in Document No. 2014170216, of the Official Public Records of Travis County, Texas

Name of Instrument: Addison Notice of Reduction of Levy of Assessments (Residential Development Area 2, Section 3)

Recorded On: January 19, 2018, in Document No. 2018008454, of the Official Public Records of Travis County, Texas

Name of Instrument: Addison Notice of Delay of Working Capital Assessment (Section 3)

Recorded On: January 19, 2018, in Document No. 2018008455, of the Official Public Records of Travis County, Texas

Name of Instrument: Addison Notice of Applicability [Residential] (Section 1)

Recorded On: August 28, 2014, in Document No. 2014129224, of the Official Public Records of Travis County, Texas

Name of Instrument: Addison Notice of Applicability [Residential] (Section 2)

Recorded On: January 30, 2015, in Document No. 2015014571, of the Official Public Records of Travis County, Texas

Name of Instrument: Addison Notice of Applicability [Residential] (Section 3)

Recorded On: February 2, 2017, in Document No. 2017019331, of the Official Public Records of Travis County, Texas

Name of Instrument: Addison Notice of Applicability [Residential] [(Residential Development Area 2)

Recorded On: January 19, 2018, in Document No. 2018008259, of the Official Public Records of Travis County, Texas

Name of Instrument: Addison Notice of Applicability [Residential] (Section 4)

Recorded On: February 5, 2019, in Document No. 2019016525, of the Official Public Records of Travis County, Texas

Name of Instrument: Addison South Notice of Applicability [Residential] (Section 5)

Recorded On: September 9, 2021, in Document No. 2021201826, of the Official Public Records of Travis County, Texas

5. Mailing Address of the Association and Name, Mailing Address, Phone Number, and Email Address of the Association's Designated Representative:

Addison Master Community, Inc.
c/o Cohere Life
4646 E Greenway Rd, Ste. 112
Phoenix, AZ 85032
Phone No.: 480.367.2626
Email: Addison@dmbcommunitylife.com

6. Association's Website Address Where the Subdivision's Restrictions are Posted:

www.addisonmaster.org

7. Amount and Description of Any Fees Charged by the Association Related to Transfers (Transfer Fees):

Transfer Fee:	\$ 175.00
Resale Certificate Fee:	\$ 375.00
Working Capital Fee:	\$ 200.00**
Update Fee:	\$ 50.00 (after 30 days)

*** Addison Section 3 Lots transferred to or owned by AMH Addison Development, LLC, a Delaware limited liability company, or its parents, affiliates, and commonly controlled entities (collectively, "AMH") are subject to a delay in commencement of Working Capital Assessments until such time as AMH owns less than twenty-five (25) Lots in Addison Section 3.*

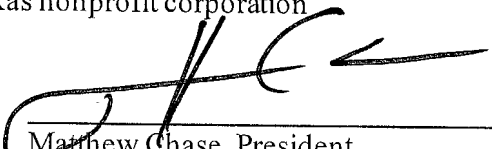
Prospective purchasers are advised to independently examine the Master Covenant, the Declarations, Bylaws, Community Manual, and all other dedicatory instruments (some of which are not referenced above) of the Subdivision and Association prior to purchase. Prospective purchasers may obtain copies of documents from the Management Company or from the Association's Website.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO MANAGEMENT CERTIFICATE]

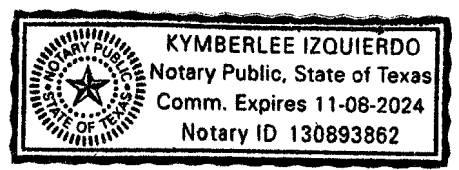
SIGNED this 11th day of October, 2022.

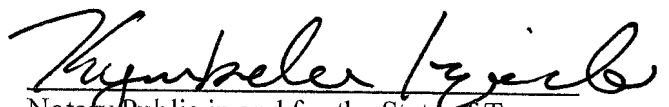
ADDISON MASTER COMMUNITY, INC.,
a Texas nonprofit corporation

By: 
Matthew Chase, President

STATE OF TEXAS §
COUNTY OF TRAVIS §
§

BEFORE ME, the undersigned authority, on this 11th day of October, 2022, personally appeared Matthew Chase, as President of Addison Master Community, Inc., a Texas nonprofit corporation, on behalf of the said nonprofit corporation.




Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
McLean & Howard, LLP
Attn: Leslie Keyser
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Feb 15, 2023 04:37 PM Fee: \$34.00

2023015807

Electronically Recorded

After Recording, Return To:

William P. McLean

Leslie Keyser

McLean & Howard, L.L.P.

4301 Bull Creek Road, Suite 150

Austin, Texas 78731



ADDISON

Addison

Travis County, Texas

DECLARANT APPOINTMENT AND REMOVAL OF OFFICER AND DIRECTOR

DECLARANT: CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company

Cross reference to that certain Addison Master Covenant, recorded under Document No. 2014002679 in the Official Public Records of Travis County, Texas, as may be amended from time to time.



ADDISON

DECLARANT APPOINTMENT AND REMOVAL OF OFFICER AND DIRECTOR

CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company, is the “**Declarant**” under the terms and provisions of that certain Addison Master Covenant, recorded as Document No. 2014002679 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the “**Master Covenant**”).

Pursuant to *Section 3.04* of the Master Covenant, Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of Addison Master Community, Inc., a Texas nonprofit corporation (the “**Association**”).

Declarant hereby removes the following individual from a Director and the Officer position herein below:

Paige Wilkerson – Secretary and Director

Declarant hereby appoints the following individual to a Director and the Officer position herein below:

Alison Grotzinger – Secretary and Director

Upon Recordation of this instrument, the Board of Directors of the Association and Officers of the Association consist of the following named persons:

Board of Directors

Matthew Chase

AJ Zorn

Alison Grotzinger

Blake McAlister

Officers

Matthew Chase – President

AJ Zorn – Vice-President

Alison Grotzinger – Secretary

Blake McAlister – Treasurer

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO DECLARANT APPOINTMENT AND REMOVAL
OF OFFICER AND DIRECTOR FOR ADDISON]

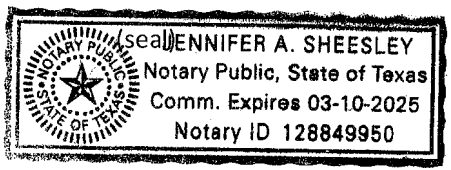
EXECUTED to be effective as of the date this instrument is Recorded.

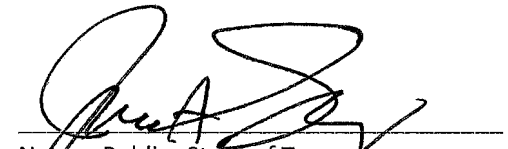
DECLARANT:
CARMA PROPERTIES WESTPORT LLC,
a Texas limited liability company

By: 
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of February, 2023, by Chad Matheson, Chief Financial Officer of Carma Properties Westport LLC, a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Sep 15, 2023 12:23 PM Fee: \$ 110.00

2023106173

Electronically Recorded

After Recording, Return To:

William P. McLean

Leslie Keyser

McLean & Howard, L.L.P.

4301 Bull Creek Road, Suite 150

Austin, Texas 78731

ADDISON

FIRST AMENDMENT

TO

AMENDED AND RESTATED COMMUNITY MANUAL

DECLARANT: CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company

Cross reference to that certain Addison Master Covenant, recorded under Document No. 2014002679 in the Official Public Records of Travis County, Texas; that certain First Amendment to Addison Master Covenant, recorded under Document No. 2015167705 in the Official Public Records of Travis County, Texas; and that certain Addison Amended and Restated Community Manual recorded under Document No. 2015167707 in the Official Public Records of Travis County, Texas; each as may be amended from time to time

ADDISON
FIRST AMENDMENT TO AMENDED AND RESTATED COMMUNITY MANUAL

This *First Amendment to Amended and Restated Community Manual* (“**First Amendment to Community Manual**”) for Addison (the “**Subdivision**”) is made by Carma Properties Westport LLC, a Texas limited liability company (“**Declarant**”), and is as follows:

RECITALS:

A. Carma Properties Westport LLC, Texas limited liability company (“**Declarant**”), previously executed and recorded that certain Addison Master Covenant, recorded under Document No. 2014002679 in the Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Addison Master Covenant, recorded under Document No. 2015167705 in the Official Public Records of Travis County, Texas, as may be further amended from time to time (collectively, the “**Master Covenant**”).

B. Declarant further previously executed and recorded that certain Addison Amended and Restated Community Manual recorded under Document No. 2015167707 in the Official Public Records of Travis County, Texas (“**Community Manual**”).

C. The definition of “Community Manual” in *Article 1* of the Master Covenant provides that Declarant may amend the Community Manual until expiration or termination of the Development Period.

D. Certain provisions of the Texas Property Code applicable to the Subdivision were amended by the 2023 legislature. To be in compliance with such amendments, Declarant has determined it is appropriate to amend and restate the policies contained as Attachments 3 and 4 of the Community Manual.

E. Pursuant to *Article 1* of the Master Covenant and through the Recordation of this First Amendment to Community Manual, Declarant desires to and hereby so does amend the Community Manual as set forth in this First Amendment to Community Manual.

F. Upon Recordation of this First Amendment to Community Manual, those portions of the Property which were already made subject to the Master Covenant are and shall continue to be encumbered by the terms and conditions of the Community Manual, as amended by this First Amendment to Community Manual.

NOW THEREFORE, the Community Manual is hereby amended as follows:

1. **Second Amended and Restated Attachment 3 of the Community Manual.** The *Second Amended and Restated Fine and Enforcement Policy* attached hereto as **Attachment 3** shall amend and restate in its entirety the Amended and Restated Fine and Enforcement Policy.
2. **Second Amended and Restated Attachment 4 of the Community Manual.** The *Second Amended and Restated Assessment Collection Policy* attached hereto as **Attachment 4** shall amend and restate in its entirety the Amended and Restated Assessment Collection Policy.
3. **Definitions.** All capitalized terms shown in this First Amendment to Community Manual shall have their meaning as expressed under the Master Covenant unless otherwise indicated herein.
4. **No Other Modifications.** Except as expressly modified by this First Amendment to Community Manual, the terms and provisions of the Community Manual shall continue in full force and effect.
5. **Effective Date.** This First Amendment to Community Manual is effective upon Recording in the Official Public Records of Travis County, Texas.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO THE FIRST AMENDMENT TO AMENDED AND RESTATED COMMUNITY MANUAL]

EXECUTED to be effective as of the date this instrument is Recorded.

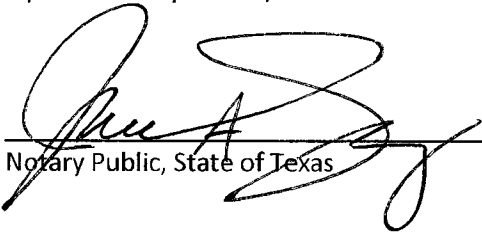
DECLARANT:

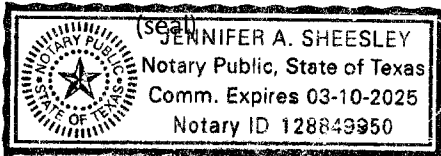
CARMA PROPERTIES WESTPORT LLC,
a Texas limited liability company

By: 
Chad Matheson, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of September, 2023, by Chad Matheson, as Vice President of Carma Properties Westport LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas



ATTACHMENT 3

[see following ten (10) pages]

ADDISON

SECOND AMENDED AND RESTATED FINE AND ENFORCEMENT POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Addison Master Covenant, recorded under Document No. 2014002679 in the Official Public Records of Travis County, Texas; that certain First Amendment to Addison Master Covenant, recorded under Document No. 2015167705 in the Official Public Records of Travis County, Texas, as the same may be amended from time to time.

1. **Background.** In accordance with the Master Covenant, the Declarant hereby adopts this Second Amended and Restated Fine and Enforcement Policy (“the 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 with 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 categories of fines and 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.

5. **General Categories of Restrictive Covenants for which the Association May Assess Fines.** Listed below are the general categories of restrictive covenants for which the Association may assess fines. This Section is adopted to comply with Section 209.0061 of the Texas Property Code which goes into effect on January 1, 2024.

A. Building Violations

- (i) Failure to apply and receive approval from the ACC (Category 3);
- (ii) Failure to meet minimum square footage requirement (Category 3);
- (iii) Failure to adhere to timeline for construction (Category 2);
- (iv) Improper construction materials (Category 3);
- (v) Improper roofing materials (Category 3);
- (vi) Improper temporary structure (Category 2);
- (vii) Failure to have exterior color scheme approved by the ACC (Category 3);
- (viii) Improper walls, fencing or lighting (Category 2); and
- (ix) Improper improvements placed within a drainage or utility easement (Category 3)

B. Storage Violations

- (i) Improper use of RVs (Category 1); and
- (ii) Improper storage of trailers, boats, recreational vehicles or other equipment (Category 1).

C. Prohibited Items on a Lot

- (i) Junk and Debris (Category 1);
- (ii) Improper garbage and trash disposal (Category 1);
- (iii) Animals on a Lot in violation of the Documents (Category 2); and
- (iv) Nuisance activity (Category 1).

D. Miscellaneous

- (i) Failure to maintain the Lot or improvements on the Lot in accordance with the Documents (Category 2); and
- (ii) Violation of a Rule (Category 1);

6. **Violation Notice; Information Regarding Hearings Described by Section 209.007 of the Texas Property Code.** Except as set forth in *Section 6(C)* below, and only if the Owner is entitled to an opportunity to cure the violation, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records) (the "Violation Notice") and (ii) an opportunity to be heard, if requested by the Owner. 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 the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (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 the

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 mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C. app. section *et seq.*), if the 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 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 Violation Notice will state those items set out in (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 exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (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 Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*.
 - C. Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the 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 Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, 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.
7. **Violation Hearing**. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request to the Manager (or the Board if there is no Manager) within thirty (30)

days after the date of the Violation Notice. The Board shall then follow the Rules set forth below and in compliance with the Texas Property Code:

- (i) **In General.** Owners may request hearings with the Board to discuss matters involving violations of the Documents, delinquencies in payment, and the actions necessary to cure such violations or delinquencies. This Policy sets forth procedures for conducting a hearing in accordance with Sections 209.006 and 209.007 of the Texas Property Code and applicable provisions in the Documents.

- (ii) **Definitions.** Unless the context otherwise specifies or requires, the following words and phrases when used in this policy will have the meanings hereinafter specified:
 - A. **“Board Hearing”** means any hearing before the Board pursuant to this Policy.
 - B. **“Code”** means the Texas Property Code.
 - C. **“Dedicatory Instrument”** has the meaning as defined by Section 209.002(4) of the Code.
 - D. **“Hearing Notice”** means the notice of hearing sent to the Owner by the Association pursuant to this Policy.
 - E. **“Hearing Packet”** means the packet provided to the Owner by the Association pursuant to this Policy.

- (iii) **Rules Applicable to Hearings.** The following Rules shall apply to all hearings by the Board pursuant to this Policy:
 - A. Any Board Hearing will be held in a closed or executive session of the Board.
 - B. The Board Hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the Owner’s request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.
 - C. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the “place” of the Board Hearing for purposes of the Notice.
 - D. The Owner shall attend the Board Hearing (either virtually or in person), but may be represented by another person (i.e., attorney) during the Board Hearing. If the Owner attends the Board Hearing, the notice requirements will be deemed satisfied.

E. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.

F. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association within this timeframe, the violation will remain standing.

G. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.

H. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this *Section*.

I. Either party may make an audio recording of the Board Hearing.

J. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the community or for which the Owner is not entitled to an opportunity to cure the violation. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.

K. Owners are entitled to one (1) hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.

L. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

(iv) **Additional Rules Applicable to Other Hearings.** Additional Rules shall apply to certain hearings by the Board, as described below.

A. Subject to the exceptions set forth in this Policy, this section shall apply to Board Hearings in connection with:

- (i) The levying of fines for violations of the Dedicatory Instruments;
- (ii) Suspension of an Owner's right to use the Common Areas;
- (iii) The filing of a lawsuit against an Owner other than a suit to collect Regular Assessments or Special Assessments or foreclosure under the Association's lien;
- (iv) Charging an Owner for property damage; or
- (v) Reporting of any delinquency of an Owner to a credit reporting service.

B. The Board shall include with the Hearing Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.

C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.

D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative. Unless otherwise agreed by the Board, each Board Hearing shall be conducted in accordance with the agenda provided below:

AGENDA FOR BOARD HEARINGS

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

I. Introduction:

Hearing Officer: The Board has convened for the purpose of providing [Owner] an opportunity to be heard regarding a notice of violation of the Restrictions sent by the Association.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for [Owner] to discuss, verify facts, and attempt to resolve the matter at issue. The Board may be able

to resolve the dispute at the hearing or the Board may elect to take the matter 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 [IF A BOARD HEARING PACKET WAS PROVIDED: and to present photographs or other material relevant to the violation, fines or penalties]. After the Association's representative has finished his or her 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 [Owner] 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 [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, a mutually agreed upon 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 [Owner] regarding the final terms of a mutually agreed upon resolution, if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, 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.

(v) **Conflict.** In the case of any conflict between the Master Covenant and this Policy, the Master Covenant shall control. In the case of any conflict between this Policy and Section 209 of the Texas Property Code, Section 209 of the Texas Property Code shall control.

8. **Due Date.** Fine and/or damage charges are due immediately if the violation is incurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the first Violation Notice ends and the Owner does not attempt to cure the violation or the

attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

9. **When Notice and Hearing Provisions Do Not Apply.** The notice and hearing provisions of Section 209.006 and Section 209.007 of the Texas Property Code do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. The notice and hearing provisions of Section 209.006 and Section 209.007 of the Texas Property Code do not apply to a temporary suspension of an Owner's right to use Common Areas if the temporary suspension is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspicion action.
10. **Lien Created.** The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in the Master Covenant and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to the Master Covenant. Unless otherwise provided in the Master Covenant, the fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of Assessments pursuant to the Master Covenant.
11. **Levy of Fine.** Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.
12. **Foreclosure.** The Association may not foreclose its assessment lien on a debt consisting solely of fines.
13. **Notice to Owners.** The Association shall provide a copy of this Policy to an Owner of a Lot by (i) posting this Policy on an internet website maintained by the Association or Manager acting on behalf of the Association and accessible to Owners, or (ii) annually sending a copy of this Policy, separately or included in routine communication from the Association or Manager by hand delivery to the Owner, first class mail to the Owner's last known mailing address or e-mail to the e-mail address provided to the Association by the Owner. The Association shall additionally make this Policy available on any publicly accessible internet website maintained the Association or Manager acting on behalf of the Association.
14. **Amendment of Policy.** This policy may be revoked or amended from time to time by the Declarant during the Development Period and by the Board (with the approval of the Declarant during the Development Period). After expiration or termination of the Development Period, this policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association or Declarant records an amendment to this policy in the Travis County Official Public Records.

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 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 is reasonable in light of the nature, frequency, and effect of the violation and to adopt and assess a different fine amount on a case-by-case basis after considering the facts of the violation. Any category of fine can be increased for repeat offenses.

FINES*Category 1:Fine Amount:

\$25.00 per day. This fine will be charged daily until the violating condition is corrected.

Category 2:

\$35.00 per day. This fine will be charged daily until the violating condition is corrected.

Category 3:

\$50.00 per day. This fine will be charged daily until the violating condition is corrected.

New Violation:

Notice of Violation

(See Category Fine Amount above) (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)

Repeat Violation (No Right to Cure or Uncurable Violation):

(See Category Fine Amount above plus the additional amount provided below)

1st Notice

\$50.00

2nd Notice

\$75.00

3rd Notice

\$100.00

4th Notice

\$125.00

Continuous Violation:
Continuous Violation Notice

Fine Amount:
Amount TBD

*The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

ATTACHMENT 4

[see following six (6) pages]

ADDISON

SECOND AMENDED AND RESTATED ASSESSMENT COLLECTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain **Addison Master Covenant**, recorded under Document No. 2014002679 in the Official Public Records of Travis County, Texas; that certain **First Amendment to Addison Master Covenant**, recorded under Document No. 2015167705 in the Official Public Records of Travis County, Texas, as the same may be amended from time to time.

In accordance with the Master Covenant, the Declarant hereby adopts this Second Amended and Restated Assessment Collection Policy (“the “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 with 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.

SECTION 1. DELINQUENCIES, LATE CHARGES, AND 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 and 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 \$25.00 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 1½% 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 \$25.00 (or other reasonable charge established by the Board) 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 AND 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) Any delinquent Assessments;
- (2) Any current Assessments;
- (3) Any reasonable attorney's fees and reasonable third-party collection costs incurred by the Association associated solely with Assessments or any other charge that could provide the basis for foreclosure;
- (4) Any reasonable attorney's fees incurred by the Association that are not subject to Item (3) above;
- (5) Any reasonable fines assessed by the Association; and
- (6) Any other reasonable amount owed to the Association.

If, at the time the Association receives a payment from an Owner and the Owner is in default under a payment plan entered into with the Association, the Association is not required to apply the payment in the order of priority specified above and in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

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 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 in their sole and absolute discretion. 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. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under *Paragraph 5-B* expires.

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, and a copy thereof to 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 Management Company, 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 certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the 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 the Owner has forty-five (45) days for the 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.

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 lienholders, 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. **Credit Bureau Notification.** The Association may report the delinquent payment history of Assessments, fines, and fees of Owners to a credit reporting service (the "**Credit Bureau Notification**") only if:

- (i) At least thirty (30) business days before the Credit Bureau Notification, the Association sends, via certified mail, hand delivery, electronic delivery, or by other delivery means acceptable between the parties, a detailed report of all delinquent charges owed; and
- (ii) The Owner has been given the opportunity to enter into a payment plan.

The Association may not charge a fee to an Owner for the Credit Bureau Notification.

Notwithstanding the foregoing, pursuant to Section 209.0065 of the Texas Property Code, the Association or the Association's collection agent may not report any delinquent fines, fees, or Assessments to a credit reporting service that are the subject of a pending dispute between the Owner and the Association.

To ensure proper compliance with Applicable Law, the Board is encouraged to contact the Association's attorney prior to any Credit Bureau Notification.

5-G. **Collection by Attorney.** If the Owner's account remains delinquent for a period of ninety (90) days, the Management Company of the Association or the Board of the Association may 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) **Two Statutory Notices:** Section 209.0094 of the Texas Property Code requires an Association to provide two (2) statutory notices of delinquency to an Owner before it can file a notice of assessment lien in the official public records of the county in which the subdivision development is located. Section 209.0094 requires the Association to provide a first notice of delinquency to the Owner by first class mail or email and then a second notice of delinquency to the Owner by certified mail, return receipt requested. Section 209.0094 provides further the second notice of delinquency cannot be sent until at least thirty (30) days after the first notice of delinquency is sent to the Owner and the notice of assessment lien cannot be recorded until ninety (90) days after the second notice of assessment lien is sent to the homeowner.
- (2) **First Lien Notice:** Preparation and sending via first class mail to the Owner's last known mailing address, as reflected in records maintained by the Association or by e-mail to an e-mail address the Owner has provided to the Association of a First Lien Notice and Demand for Payment Letter to Owner; if the account is not paid in full within thirty (30) days, then
- (3) **Second Lien Notice:** Preparation and mailing via certified mail, return receipt requested of a Second Lien Notice and Demand for Payment to Owner to the Owner's last known mailing address, as reflected in the records maintained by the Association; if the account is not paid in full within thirty (30) days, then

- (4) **Foreclosure of Lien:** Notice of assessment lien is to be recorded only upon specific approval by a majority of the Board. The notice of assessment lien cannot be recorded until ninety (90) days after the Second Lien Notice and Demand for Payment is sent to the Owner.

The notices provided above do not apply to an Association providing an Owner notices covered by the Servicemembers Civil Relief Act (50 U.S.C. Section 3901 et seq.) (the protections to which an Owner is entitled under such Act control).

Note: Texas law requires that two (2) notices must 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 e-mail using an e-mail 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 records maintained by the Association; and also (2) to the Owner, by certified mail, return receipt requested, direct to the Owner's last known mailing address, as reflected in the records maintained by the Association. The certified letter must be sent at least 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 to the extent applicable law continues to require such procedures.

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 of Services.** The Board may suspend the use of the Common Area amenities by an Owner, or his occupant, whose account with the Association is delinquent for at least thirty (30) days.

5-K. **Suspension of Voting.** The Board may suspend an Owner's right to vote for any period during which any Assessment against such Owner's Lot remains past due for at least thirty (30) days and for any period during which such Owner is in violation of any provision of the Documents; provided however, an Owner may continue to vote should a vote be held for an election of board members, or if the vote is on any matter concerning the rights or responsibilities of the Owners (despite a delinquency on Assessments or violation of the Documents) in accordance with Section 209.0059 of the Texas Property Code.

SECTION 6. GENERAL PROVISIONS

6-A. **Independent Judgment.** Notwithstanding the contents of this detailed policy, the officers, directors, Management Company, 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, Management Company, 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 revoked or amended from time to time by the Declarant during the Development Period and by the Board (with the approval of the Declarant during the Development Period). After expiration or termination of the Development Period, this policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association or Declarant records an amendment to this policy in the Travis County Official Public Records.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Feb 12, 2024 01:43 PM Fee: \$33.00

2024014833

Electronically Recorded

After Recording, Return To:

William P. McLean

Leslie Keyser

McLean & Howard, L.L.P.

4301 Bull Creek Road, Suite 150

Austin, Texas 78731



ADDISON

Addison

Travis County, Texas

**DECLARANT REMOVAL OF OFFICER AND DIRECTOR
AND NOTICE OF NEW DIRECTOR**

DECLARANT: CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company

Cross reference to that certain Addison Master Covenant, recorded under Document No. 2014002679 in the Official Public Records of Travis County, Texas, as may be amended from time to time.



ADDISON

DECLARANT REMOVAL OF OFFICER AND DIRECTOR AND NOTICE OF NEW DIRECTOR

CARMA PROPERTIES WESTPORT LLC, a Texas limited liability company, is the “**Declarant**” under the terms and provisions of that certain Addison Master Covenant, recorded as Document No. 2014002679 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the “**Master Covenant**”).

Pursuant to *Section 3.04* of the Master Covenant, Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of Addison Master Community, Inc., a Texas nonprofit corporation (the “**Association**”).

Declarant hereby removes the following individual from a Director position and the Officer position herein below, effective November 20, 2023:

Armando Rueda – Treasurer and Director

Declarant hereby provides notice to Members that a meeting of the Members was held on November 30, 2023, whereby the Members elected the following person to serve as a member of the Board of Directors:

Vanessa Viscano – Director

Effective November 30, 2023, the Board of Directors of the Association and Officers of the Association consist of the following named persons:

Board of Directors

Matthew Chase

AJ Zorn

Alison Grotzinger

Vanessa Viscano

Officers

Matthew Chase – President

AJ Zorn – Vice-President

Alison Grotzinger – Secretary

Currently Vacant Position – Treasurer

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO DECLARANT REMOVAL OF OFFICER AND DIRECTOR
AND NOTICE OF NEW DIRECTOR FOR ADDISON]

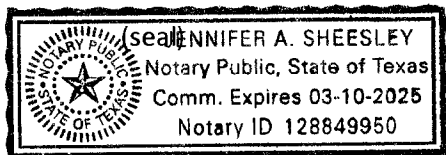
EXECUTED as of the date set forth below.

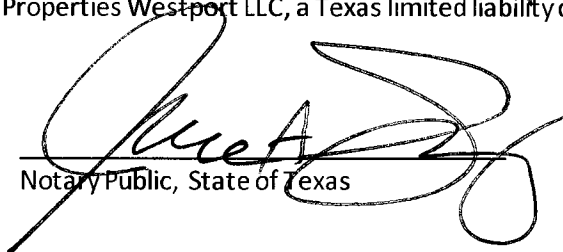
DECLARANT:
CARMA PROPERTIES WESTPORT LLC,
a Texas limited liability company

By: 
Chad Matheson, Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 10th day of February, 2024,
by Chad Matheson, as Vice President of Carma Properties Westport LLC, a Texas limited liability company,
on behalf of said limited liability company.




Notary Public, State of Texas



TRV 201400204
3 PGS

PLAT DOCUMENT # _____

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: FINAL PLAT OF ADDISON SECTION 2
SUBDIVISION

OWNERS NAME: CARMA PROPERTIES WESTPORT LLC

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

2014138791, 2014138792

RETURN:

TNR JOE ARRIAGA INTEROFFICE MAIL

PLAT FILE STAMP

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

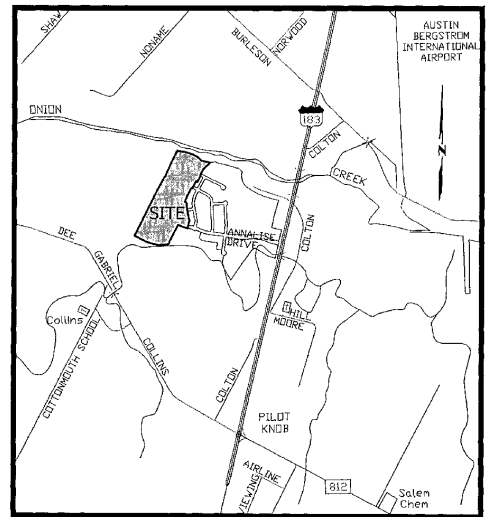
Dana DeBeauvoir

Sep 16, 2014 10:49 AM 201400204

GONZALESM: \$102.00

Dana DeBeauvoir, County Clerk

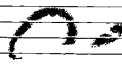
Travis County TEXAS



VICINITY MAP (NOT TO SCALE)

CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS. THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR HOME. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF THE LAND INSIDE THE CITY LIMITS. THE SUBDIVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENTAL RESTRICTIONS MAY BE AVAILABLE TO (1) RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

PROJECT: ADDISON SECTION 2
 FINAL PLAT
 JOB NUMBER: WJXK2216
 DATE: OCTOBER, 2013
 SCALE: 1" = 100'
 SURVEYOR: DAVID PAUL CARR, RPLS No. 3997
 TECHNICIAN: B. WOLF
 DRAWING: 
 DESCRIPTION: N/A
 PARTYCHIEF: N/A
 FIELDBOOKS: N/A

JACOBS®
 JACOBS ENGINEERING GROUP INC.
 TEXAS REGISTRATION #2966
 2705 Bee Cave Road, Suite 300
 Austin, Texas 78746
 (512) 314-3100 Fax (512) 314-3135

FINAL PLAT OF
 ADDISON SECTION 2
 SUBDIVISION

SHEET
 1
 OF
 3
 PLAT No.
 WJXK2216

T:\PROJECTS\13061\ADDISON SECTION 2 FINAL PLAT\ADDISON SECTION 2 FINAL PLAT.dwg

THE STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS :

THAT CARMA PROPERTIES WESTPORT LLC, A TEXAS LIMITED LIABILITY COMPANY, BEING THE OWNERS OF A 167.281 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED, RECORDED UNDER DOCUMENT NO. 2006122813 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 30.22 ACRES PURSUANT TO TITLE 30 OF THE AUSTIN CITY CODE AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENTS CODE AND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

"ADDISON SECTION 2 SUBDIVISION"

SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND WE DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS AS SHOWN HEREON, UNLESS OTHERWISE INDICATED, SUBJECT TO ANY RESTRICTIONS AND/OR EASEMENTS HERETOFORE GRANTED AND NOT RELEASED.

CARMA PROPERTIES WESTPORT LLC,
A TEXAS LIMITED LIABILITY COMPANY
BY: 
SHAUN E. CRANSTON, P.ENG.
BROOKFIELD RESIDENTIAL
9737 GREAT HILLS TRAIL, SUITE #260
AUSTIN, TEXAS 78759

FLOODPLAIN NOTE:
A PORTION OF THE TRACT SHOWN HEREON LIES WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 48453C0815H, DATED SEPTEMBER 26, 2008 FOR TRAVIS COUNTY TEXAS.

BASIS OF BEARING
BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE (4203).
NAD83/93 HARN VALUES FROM THE LORA CONTROL NETWORK.

DISTANCES SHOWN ARE SURFACE DISTANCES. ALL COORDINATES SHOWN ARE GRID COORDINATES. TO CONVERT FROM GRID TO SURFACE, DIVIDE THE GRID COORDINATE BY A SCALE FACTOR OF 0.999990899.

BENCHMARK NO. 1=CONCRETE MONUMENT WITH DISC APPROXIMATELY 36" SOUTH OF THE CENTERLINE OF DEE GABRIEL COLLINS ROAD AND APPROXIMATELY 1043' NORTHWEST OF THE CENTERLINE INTERSECTION OF DEE GABRIEL COLLINS ROAD AND COLTON ROAD.
ELEVATION = 546.04'

BENCHMARK NO. 2=CHAPARRAL DISC SET IN CONCRETE STAMPED "W11" IN THE NORTH MEDIAN ON MCKINNEY FALLS PARKWAY, APPROXIMATELY 48' NORTH OF THE INTERSECTION OF E. WILLIAM CANNON DRIVE.
ELEVATION = 603.53'

OWNER/SUBDIVIDER: CARMA PROPERTIES WESTPORT LLC
9737 GREAT HILLS TRAIL, SUITE #260
AUSTIN, TX 78759
PHONE: 512-391-1343
FAX 512-391-1333

ACREAGE: 30.22

SURVEY: SANTIAGO DEL VALLE GRANT

SURVEYOR: JACOBS ENGINEERING GROUP INC.
2705 BEE CAVE ROAD, SUITE 300
AUSTIN, TEXAS 78746
PHONE: 512-314-3100
FAX: 512-314-3135

ENGINEER: PELOTON LAND SOLUTIONS, INC.
7004 BEE CAVE ROAD, BLDG. 2, STE.100
AUSTIN, TEXAS 78746
PHONE: 512-831-7700

LINEAR FOOTAGE OF PUBLIC STREETS:
ANNALSIE DRIVE 885'
BONNEVILLE BEND 1874'
DAIMER DRIVE 505'
INGERSOLL LANE 155'
IZETTA LANE 652'
LOMA ALTA DRIVE 455'
WHISTLING ARROW LANF 270'
4714' TOTAL

NUMBER OF LOTS: 129 SINGLE FAMILY
5 OPEN SPACE & DRAINAGE
132 TOTAL

PLAT NOTES

- 1. A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- 2. ALL STREETS, DRAINAGE, AND SIDEWALKS SHALL BE CONSTRUCTED AND INSTALLED TO TRAVIS COUNTY STANDARDS.
- 3. WATER AND WASTEWATER LINES AND EROSION CONTROL SHALL BE CONSTRUCTED AND INSTALLED TO THE CITY OF AUSTIN STANDARDS.
- 4. OFF-STREET LOADING AND UNLOADING FACILITIES SHALL BE PROVIDED ON ALL COMMERCIAL AND INDUSTRIAL LOTS.
- 5. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT IS RESPONSIBLE FOR PROVIDING THE SUBDIVISION INFRASTRUCTURE, INCLUDING WATER AND WASTEWATER IMPROVEMENTS AND SYSTEM UPGRADES.
- 6. WATER AND WASTEWATER SERVICE SHALL BE PROVIDED BY THE CITY OF AUSTIN. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL THE BUILDING IS CONNECTED TO THE CITY OF AUSTIN'S WATER AND WASTEWATER SYSTEM.
- 7. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY DESIGN CRITERIA AND STANDARDS. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. THE WATER AND WASTEWATER UTILITY CONSTRUCTION MUST BE INSPECTED.
- 8. ELECTRIC SERVICE WILL BE PROVIDED BY CITY OF AUSTIN.
- 9. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY, AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENT CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- 10. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY 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 CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- 11. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL (RETENTION) AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN (10) FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRIC FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
- 12. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES SPECIFIED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF AUSTIN RULES AND REGULATIONS, AND TEXAS STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT RENDER ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COST INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.
- 13. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OR SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN AND TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLACING MAY BE REQUIRED AT THE OWNER'S EXPENSE. IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- 14. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY OR CITY OF AUSTIN.
- 15. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY OR CITY OF AUSTIN FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- 16. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.
- 17. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR OWNERS OF THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.
- 18. PUBLIC SIDEWALKS, BUILT TO TRAVIS COUNTY STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: ANNALSIE DRIVE, DAIMER DRIVE, LOMA ALTA DRIVE, INGERSOLL LANE, WHISTLING ARROW LANE, IZETTA LANE, AND BONNEVILLE BEND. SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHDRAWAL OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY, TITLE 30-3-191.
- 19. ALL ACTIVITIES WITHIN THE OEF BUFFER ZONE 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.
- 20. THE 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 TRAVIS COUNTY AND THE CITY OF AUSTIN, DATED [REDACTED]. THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL IMPROVEMENTS NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THE RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT FOR THE SUBDIVISION CONSTRUCTION AGREEMENT PERMITTED BY THIS SUBDIVISION BY SEPARATE INSTRUMENT RECORDED IN DOCUMENT NO. 2014138792 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- 21. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
- 22. A TEN FOOT ELECTRIC AND TELECOMMUNICATIONS EASEMENT IS HEREBY DEDICATED ALONG ALL ROADS.
- 23. FOR HOMEOWNERS'S ASSOCIATION BYLAWS REFERENCE DOCUMENT NO. 2014002879 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS.

THE STATE OF Texas :
COUNTY OF Travis :

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SHAUN E. CRANSTON, P.ENG., KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY NAME AND SEAL OF OFFICE THIS THE 11 DAY OF August, 2014.

NOTARY PUBLIC IN AND FOR THE Travis COUNTY, Texas

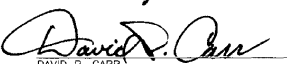
Palige Stockton NOV. 25 2017
PRINT OR STAMP NAME HERE MY COMMISSION EXPIRES



THE STATE OF TEXAS :
COUNTY OF TRAVIS :

I, DAVID P. CARR, A REGISTERED PROFESSIONAL LAND SURVEYOR, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF TITLE 30, 198B OF THE LOCAL CODE OF 2012 IS TRUE AND CORRECT AND PREPARED FROM AN ON THE GROUND SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION DURING APRIL, 2014.

CERTIFIED TO THIS THE 17th DAY OF July, 2014, A.D.





DAVID P. CARR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 3997 - STATE OF TEXAS
JACOBS ENGINEERING GROUP, INC.
2705 BEE CAVE RD., SUITE 300,
AUSTIN, TEXAS 78746
PHONE: (512)314-3100
FAX: (512)314-3135

THE STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT ON THE 2nd DAY OF September, 2014, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 8th DAY OF September, 2014, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS



DEPUTY
Robert Roenick



THE 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 16 DAY OF September, 2014, AT 10:05 O'CLOCK A.M. AND DULY RECORDED ON THE 19 DAY OF September, 2014, A.D., AT 10:30 O'CLOCK A.M.
201400204 WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 16 DAY OF September, 2014, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS


DEPUTY
Michael P. Gonzales

THE STATE OF TEXAS :
COUNTY OF TRAVIS :

I, JUDD WILLMANN, P.E., 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 RELATED STANDPOINT, IS COMPLETE AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30, 198B OF THE LOCAL CODE OF 2012 IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

CERTIFIED TO THIS THE 17th DAY OF JULY, 2014, A.D.





JUDD WILLMANN
REGISTERED PROFESSIONAL ENGINEER
NO. 90356 - STATE OF TEXAS
PELOTON LAND SOLUTIONS, INC.
7004 BEE CAVE ROAD, BLDG. 2, STE. 100
AUSTIN, TEXAS 78746
PHONE: (512)831-7700

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS, THE 19th DAY OF August, 2014.


CHAIRPERSON

SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, PLANNING & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS. THIS THE 20 DAY OF August, 2014.


GREG GUERNEY, DIRECTOR
PLANNING & DEVELOPMENT REVIEW DEPARTMENT

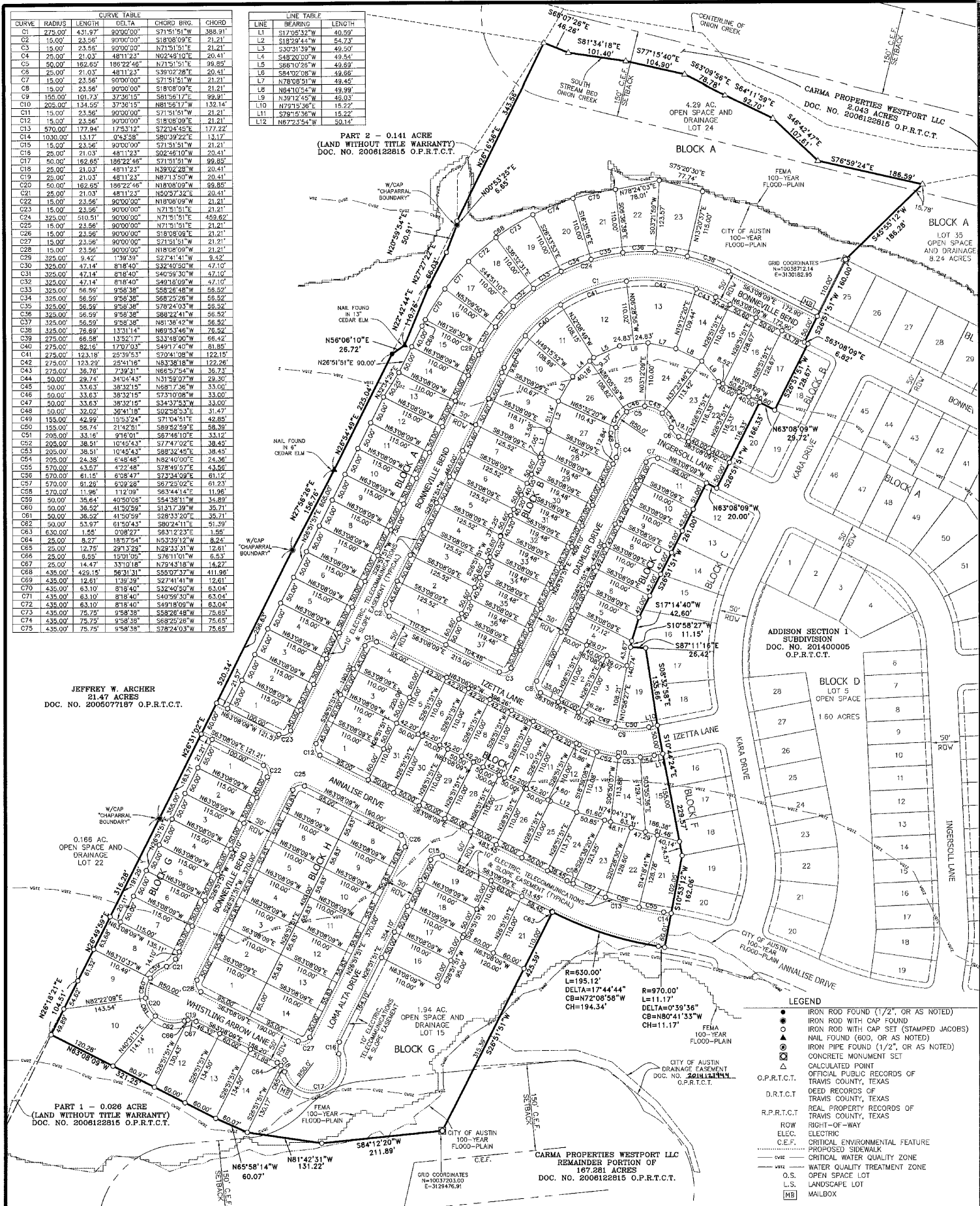
THIS SUBDIVISION PLAT IS LOCATED WITHIN THE TWO (2) MILE ETJ OF THE CITY OF AUSTIN ON THIS THE 17th DAY OF August, 2014.

PROJECT: ADDISON SECTION 2
FINAL PLAT
JOB NUMBER: WJXK2216
DATE: OCTOBER, 2013
SCALE: 1" = 100'
SURVEYOR: DAVID PAUL CARR, RPLS No.3997
TECHNICIAN: B. WOLF
DRAWING:
DESCRIPTION: N/A
PARTYCHIEF: N/A
FIELDBOOKS: N/A

JACOBS
JACOBS ENGINEERING GROUP INC.
TEXAS REGISTRATION #2966
2705 Bee Cave Road, Suite 300
Austin, Texas 78746
(512) 314-3100 Fax (512) 314-3135

FINAL PLAT OF
ADDISON SECTION 2
SUBDIVISION

SHEET
2
OF
3
PLAT No.
WJXK2216



CURVE	RADIUS	LENGTH	DELTA	CHORD	BNG.	CHORD
C1	275.00	431.97	90°00'00"	371.51	S88°07'26"E	388.91
C2	15.00	23.56	90°00'00"	21.21	S18°08'09"E	21.21
C3	15.00	23.56	90°00'00"	21.21	N71°51'51"E	21.21
C4	25.00	21.03	48°11'23"	20.41	N62°46'10"W	20.41
C5	50.00	162.65	186°22'46"	171.51	S81°56'17"E	99.85
C6	25.00	21.03	48°11'23"	20.41	S39°02'26"E	20.41
C7	15.00	23.56	90°00'00"	21.21	S71°51'51"W	21.21
C8	15.00	23.56	90°00'00"	21.21	S18°08'09"E	21.21
C9	150.00	101.73	37°38'15"	98.91	S81°56'17"E	99.85
C10	200.00	131.50	37°38'15"	128.14	N68°26'17"W	132.14
C11	15.00	23.56	90°00'00"	21.21	S71°51'51"W	21.21
C12	15.00	23.56	90°00'00"	21.21	S18°08'09"E	21.21
C13	570.00	177.94	17°53'12"	177.22	S72°04'45"E	177.22
C14	1030.00	13.17	0°43'58"	280.39	S22°22'22"E	13.17
C15	15.00	23.56	90°00'00"	21.21	S71°51'51"W	21.21
C16	25.00	21.03	48°11'23"	20.41	S02°46'10"W	20.41
C17	50.00	162.65	186°22'46"	171.51	S71°51'51"W	99.85
C18	25.00	21.03	48°11'23"	20.41	N39°02'26"E	20.41
C19	25.00	21.03	48°11'23"	20.41	N18°08'09"E	20.41
C20	50.00	162.65	186°22'46"	171.51	N18°08'09"E	99.85
C21	25.00	21.03	48°11'23"	20.41	N05°57'32"E	20.41
C22	15.00	23.56	90°00'00"	21.21	N18°08'09"E	21.21
C23	15.00	23.56	90°00'00"	21.21	S71°51'51"W	21.21
C24	325.00	510.51	90°00'00"	571.51	S71°51'51"E	459.82
C25	15.00	23.56	90°00'00"	21.21	N71°51'51"E	21.21
C26	15.00	23.56	90°00'00"	21.21	S18°08'09"E	21.21
C27	15.00	23.56	90°00'00"	21.21	S71°51'51"W	21.21
C28	15.00	23.56	90°00'00"	21.21	S71°51'51"W	21.21
C29	325.00	9.42	1°39'39"	527.41	S72°41'05"E	9.42
C30	325.00	47.14	8°18'40"	532°40'50"W	47.10	
C31	325.00	47.14	8°18'40"	540°39'30"W	47.10	
C32	325.00	47.14	8°18'40"	549°18'09"W	47.10	
C33	325.00	56.59	9°58'38"	558°28'48"W	56.52	
C34	325.00	56.59	9°58'38"	568°25'26"W	56.52	
C35	325.00	56.59	9°58'38"	578°24'03"W	56.52	
C36	325.00	56.59	9°58'38"	588°22'41"W	56.52	
C37	325.00	56.59	9°58'38"	598°19'42"W	56.52	
C38	325.00	78.89	13°31'14"	608°53'46"W	78.82	
C39	275.00	66.58	13°52'17"	633°48'00"W	66.42	
C40	275.00	82.16	17°07'03"	649°17'40"W	81.85	
C41	225.00	123.91	25°03'50"	670°41'08"W	123.15	
C42	275.00	123.29	25°11'16"	683°38'18"W	122.26	
C43	275.00	36.78	7°39'31"	686°57'54"W	36.73	
C44	50.00	29.74	34°04'45"	631°59'07"W	29.30	
C45	50.00	33.63	38°21'27"	659°17'36"W	33.21	
C46	50.00	33.63	38°21'27"	673°10'08"W	33.02	
C47	50.00	33.63	38°21'27"	684°37'53"W	33.00	
C48	50.00	32.02	38°41'18"	692°38'53"W	31.47	
C49	150.00	44.99	15°52'24"	671°04'51"E	44.85	
C50	150.00	59.77	21°42'21"	689°29'22"E	59.39	
C51	205.00	33.18	9°18'01"	687°48'10"E	33.12	
C52	205.00	38.51	10°45'43"	677°47'02"E	38.45	
C53	205.00	38.51	10°45'43"	688°32'45"E	38.45	
C54	205.00	24.38	6°48'48"	681°39'42"E	24.36	
C55	570.00	43.57	4°22'48"	678°49'57"E	43.56	
C56	570.00	61.16	6°08'47"	673°34'09"E	61.12	
C57	570.00	61.26	6°09'28"	682°29'02"E	61.23	
C58	570.00	11.99	1°12'09"	685°14'11"E	11.96	
C59	90.00	35.64	40°00'00"	584°38'11"W	35.89	
C60	50.00	36.52	41°50'59"	513°17'39"W	35.71	
C61	50.00	36.52	41°50'59"	528°33'20"W	35.71	
C62	50.00	53.97	61°50'43"	580°24'11"E	51.39	
C63	630.00	1.55	0°00'00"	577°41'41"W	1.56	
C64	25.00	8.27	18°57'54"	553°39'12"W	8.24	
C65	25.00	12.75	29°13'28"	528°33'31"W	12.81	
C66	25.00	8.55	12°01'05"	576°11'01"W	8.53	
C67	25.00	14.47	21°32'15"	547°23'15"W	14.47	
C68	435.00	426.15	98°31'31"	555°07'37"W	411.98	
C69	435.00	12.61	1°39'39"	527°41'41"W	12.61	
C70	435.00	63.10	8°18'40"	532°40'50"W	63.04	
C71	435.00	63.10	8°18'40"	540°39'30"W	63.04	
C72	435.00	63.10	8°18'40"	549°18'09"W	63.04	
C73	435.00	75.75	9°58'38"	558°28'48"W	75.69	
C74	435.00	75.75	9°58'38"	568°25'26"W	75.65	
C75	435.00	75.75	9°58'38"	578°24'03"W	75.65	

LINE	BEARING	LENGTH
L1	S17°05'37"E	40.99
L2	S19°04'47"E	54.72
L3	S30°31'39"W	49.50
L4	S48°20'00"W	49.54
L5	S68°10'26"W	49.83
L6	S84°02'08"W	49.66
L7	N78°08'51"W	48.45
L8	N84°10'54"W	49.99
L9	N39°12'45"W	45.03
L10	N79°15'36"E	15.22
L11	S79°13'30"W	15.22
L12	N67°23'54"W	50.14

JEFFREY W. ARCHER
21.47 ACRES
DOC. NO. 2005071787 O.P.R.T.C.T.

PART 1 - 0.026 ACRE
(LAND WITHOUT TITLE WARRANTY)
DOC. NO. 2006122815 O.P.R.T.C.T.

PART 2 - 0.141 ACRE
(LAND WITHOUT TITLE WARRANTY)
DOC. NO. 2006122815 O.P.R.T.C.T.

CARMA PROPERTIES WESTPORT LLC
REMAINDER PORTION OF
167.281 ACRES
DOC. NO. 2006122815 O.P.R.T.C.T.

- LEGEND**
- IRON ROD FOUND (1/2" OR AS NOTED)
 - IRON ROD WITH CAP FOUND
 - IRON ROD WITH CAP SET (STAMPED JACOBS)
 - NAIL FOUND (60D, OR AS NOTED)
 - IRON PIPE FOUND (1/2", OR AS NOTED)
 - CONCRETE MONUMENT SET
 - OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - DEED RECORDS OF TRAVIS COUNTY, TEXAS
 - REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
 - ROW
 - ELEC.
 - C.E.F.
 - PROPOSED SIDEWALK
 - CRITICAL WATER QUALITY ZONE
 - WATER QUALITY TREATMENT ZONE
 - S. OPEN SPACE LOT
 - L.S. LANDSCAPE LOT
 - M. MAILBOX

PROJECT: ADDISON SECTION 2
FINAL PLAT
JOB NUMBER: WJXK2216
DATE: OCTOBER, 2013
SCALE: 1" = 100'
SURVEYOR: DAVID PAUL CARR, RPLS No.3997
TECHNICIAN: B. WOLF
DRAWING:
DESCRIPTION: N/A
PARTY/CHIEF: N/A
FIELDBOOKS: N/A

JACOBS
JACOBS ENGINEERING GROUP INC.
TEXAS REGISTRATION #2966
2705 Bee Cave Road, Suite 300
Austin, Texas 78746
(512) 314-3100 Fax (512) 314-3135

FINAL PLAT OF
ADDISON SECTION 2
SUBDIVISION

SHEET
3
OF
3

PLAT No.
WJXK2216

CBJ-2012-0161.2A