

AFTER RECORDING RETURN TO:



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LARKSPUR MASTER COVENANT

A Master Planned Community in

Williamson County, Texas

NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS MASTER COVENANT UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IN ACCORDANCE WITH *SECTION 9.5* BELOW.

Declarant: LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation

LARKSPUR

MASTER COVENANT

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LARKSPUR MASTER COVENANT

This Larkspur Master Covenant (the "Master Covenant") is made by **LARKSPUR COMMUNITY DEVELOPMENT, INC.**, a Texas corporation (the "Declarant"), and is as follows:

RECITALS:

A. Declarant is the present owner of certain real property located in Williamson 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 Master Covenant upon the Recording of one or more Notices of Annexation pursuant to *Section 9.5* below, and once such Notices of Annexation have been Recorded, the portions of the Property described therein will constitute the Development (as defined below) and will be governed by and fully subject to this Master 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 Master Covenant.

No portion of the Property is subject to the terms and provisions of this Master Covenant until a Notice of Applicability is Recorded. A Notice of Applicability may only be Recorded by 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 Master Covenant, from time to time, by the Recording of one or more Notices of Annexation. Declarant has no obligation to add all or any portion of the Property to this Master Covenant.
"Development"	This is the portion of the Property that <u>has been made</u> subject to this Master Covenant through the Recording 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 Master Covenant serves notice that upon the further Recording of one or more Notices of Annexation, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Master Covenant.

NOW, THEREFORE, it is hereby declared that: (a) those portions of the Property as and when made subject to this Master Covenant by the Recording 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 and burden of each Owner thereof; and (b) each contract or deed conveying those portions of the Property which are made subject to this Master 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 Master 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 this Master Covenant, the text of the Master Covenant will control.

ARTICLE I **DEFINITIONS**

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

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

“Assessment” or **“Assessments”** means assessments imposed by the Association under this Master Covenant.

“Assessment Unit” has the meaning set forth in *Section 5.9 (b)*.

“Association” means **Larkspur Master Community, Inc.**, a Texas nonprofit corporation, which will be created by the Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Master 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 Master 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 to the Development. Each Bulk Rate Contract must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

“Bylaws” mean 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 Liberty Hill, Texas.

“Commercial Lot” means a Lot, if any, within the Development, other than a Residential Lot, Condominium Unit, Common Area or Special Common Area, which is designated by the Declarant for business or commercial use. Business or commercial use shall include, but shall not be limited to, all office, retail, wholesale, manufacturing, and service activities, and may also be deemed to include multi-family, duplex and apartment housing of various densities. A Commercial Lot, for the purpose of this Master Covenant, may also include a Lot upon which a commercial or residential condominium regime 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. Declarant reserves the right, from time to time and at any time, to designate by written and Recorded instrument portions of the Property being held by the Declarant for the benefit of the Association. Upon the Recording of such designation, the portion of the Property identified in the written instrument will be considered Common Area for the purpose of this Master Covenant. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be for the use and enjoyment of the Owners and members of the public.

“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 designated in any Development Area Declaration for residential, commercial or live/work purposes.

“Declarant” means **LARKSPUR COMMUNITY DEVELOPMENT, INC.**, a Texas corporation. Notwithstanding any provision in this Master 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 Master 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 Master Covenant.

Declarant enjoys special privileges to facilitate the development, construction, and marketing of the Property and the Development, or to direct the size, shape and composition of the Property and the Development. These special rights are described in this Master Covenant. Many of these rights do not terminate until either Declarant: (a) has sold all Lots or Condominium Units which may be created out of the Property; or (b) 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 Master Covenant to one or more third-parties.

“Design Guidelines” means the standards for design and construction of Improvements, landscaping and exterior items proposed to be placed on any Lot or Condominium Unit, and adopted pursuant to *Section 6.4(b)*, as the same may be amended from time to time, including but not limited to any supplemental guidelines which may be adopted from time to time for portions of the Property. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Development. At Declarant’s option, the Larkspur 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. Notwithstanding anything in this Master Covenant to the contrary, Declarant will have no obligation to establish Design Guidelines for the Property, the Development, or any portion thereof.

“Development” refers to all or any portion of the Property made subject to this Master Covenant by the Recording 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 Master Covenant.

“Development Area Declaration” means, with respect to any Development Area, the separate Recorded Development Area Declaration, as may be amended from time to time, setting forth additional covenants, conditions, restrictions, limitations and/or easements,

applicable only to the portion of the Development identified therein or as otherwise set forth in one or more Notices of Annexation Recorded pursuant to *Section 9.5* below.

“Development Period” means the period of time beginning on the date when this Master 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, or 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 or the Development.

“District” means (a) a public improvement district created pursuant to Chapter 372, Subchapter B of the Texas Local Government Code; (b) a municipal utility district created pursuant to Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code; or (c) any other similarly constituted governmental or quasi-governmental entity created for the purpose of providing benefits or services to the Development.

“Documents” means, singularly or collectively, as the case may be, this Master Covenant, the Certificate, Bylaws, the Policy 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 Master 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 and acquires all or a portion of the Property to construct single-family residences for resale to third parties.

“Improvement” means any and all physical enhancements and alterations to the Development, including, but not limited to, grading, clearing, removal of trees, site work, utilities, landscaping, irrigation, 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, awnings and exterior air conditioning equipment or fixtures.

“Individual Assessments” means assessments levied against the Lots and/or Condominium Units as described in *Section 5.7*.

“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. A Lot, for the purpose of this Master Covenant, may also include a Lot on which a condominium will be impressed creating Condominium Units.

“Majority” means more than half.

“Manager” has the meaning set forth in *Section 3.5(h)*.

“Master Covenant” shall mean this Master Covenant, as amended from time to time, containing covenants, conditions, restrictions, limitations and/or easements applicable to all or any portion of the Property made subject thereto by one or more Notices of Annexation Recorded pursuant to *Section 9.5* below.

“Maximum Number of Lots” means the maximum number of Lots that may be created and made subject to the terms and provisions of this Master Covenant. The Maximum Number of Lots for the purpose of this Master Covenant is Two Thousand (2,000) Lots. Until expiration or termination of the Development Period, Declarant may unilaterally amend the Maximum Number of Lots by Recorded written instrument.

“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).

“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 Master Covenant in accordance with *Section 9.5* below. A Notice of Applicability may also subject a portion of the Property to a previously Recorded Development Area Declaration.

“Occupant” means any resident, occupant, or tenant of a Lot or Condominium Unit other than an Owner.

“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 and in no event shall mean any Occupant. 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.

“Policy Manual” means the Policy Manual, which may be initially adopted and Recorded by the Declarant as part of the initial project documentation for the Development. The Policy Manual may include the Bylaws, Rules and other policies governing the Association. The Policy Manual may be amended or modified, from time to time, by a Majority of the Board. Until expiration or termination of the Development Period, any amendment or modification to the Policy Manual must be approved in advance and in writing by the Declarant.

“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 9.3* and *Section 9.4* of this Master Covenant.

“Record, Recording, Recordation and Recorded” means recorded in the Official Public Records of Williamson County, Texas.

“Residential Developer” refers to any Owner who acquires undeveloped land, one or more Lots, or any other portion of the Property for the purposes of development for and/or resale to a Homebuilder.

“Residential Lot” means a 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 and Special Common Area, which is intended and designated solely for single-family residential use.

“Rules” mean any instrument, however denominated, which may be initially adopted by the Declarant as part of the Policy Manual or subsequently adopted by the Board for the regulation and management of the Development, including any amendments to those instruments. Any amendment to the Rules or Policy Manual must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

“Service Area” means a group of Lots and/or Condominium Units designated as a separate Service Area pursuant to this Master 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 2.4*.

“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 5.6*.

“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 reserve for operations and capital repairs and replacements.

“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.

“Special Common Area” means any interest in real property or improvements which benefits certain Lot(s), Condominium Unit(s) or one or more portion(s) of but less than all of the Development, which is designated by Declarant in a Notice of Applicability, 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 for the exclusive use of and/or the obligation to pay Special Common Area Assessments by the Owners of such Lot(s), Condominium Unit(s) or portion(s) of the Development attributable thereto, 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, as further set forth in *Section 2.5*.

“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 5.5*.

“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 kilowatts.

“Larkspur Reviewer” means the party holding the rights to approve Improvements within the Development and shall be Declarant or its designee until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Larkspur Reviewer will automatically be transferred to the ACC appointed by the Board, as set forth in *Section 6.2* below.

TABLE 1: DOCUMENTS	
Master Covenant (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of all or any portion of the Property which is made subject to this Master Covenant by the Recording 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 Master 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.
Policy Manual (Recorded)	Establishes Rules and policies governing the Association and the Development.
Design Guidelines (if adopted, Recorded)	If adopted, governs the design and architectural standards for the construction of Improvements and modifications thereto. Declarant will have no obligation to establish Design Guidelines for the Development.
Rules (if adopted, Recorded)	Rules regarding the use of property, activities, and conduct within the Development. The Rules may be included within the Policy Manual.
Board Resolutions (adopted by the Board of the Association)	Documented decision-making by the Board to establish rules, policies, and procedures for the Association.

ARTICLE II

GENERAL RESTRICTIONS

Section 2.1. General.

(a) **Conditions and Restrictions.** All Lots and Condominium Units within the Development to which a Notice of Applicability has been Recorded in accordance with *Section 9.5*, 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 MASTER COVENANT UNTIL A NOTICE OF APPLICABILITY HAS BEEN RECORDED.**

(b) **Compliance with Applicable Law and Documents.** Compliance with the Documents is mandatory. However, 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 requirement, rule, or restriction which may be applicable to a Lot or a 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 Larkspur 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. The Association, each Owner, Occupant or other user of any portion of the Development must comply with the Documents and Applicable Law, as supplemented, modified or amended from time to time.

(c) **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 the Board after termination or expiration of the Development Period (the "**Development Amenities**"). Declarant, during the Development Period, and 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: (a) the Association; or (b) 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.

Section 2.2. 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 Master Covenant, to the extent not in conflict with this Master 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 Annexation. To the extent of any conflict between the terms and provisions of a Development Area Declaration and this Master Covenant, the terms and provisions of this Master Covenant will control.

Section 2.3. 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, a Residential Developer, 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 or any statement made by the Declarant or any of Declarant's representatives regarding proposed land uses, or proposed or planned Improvements 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.

Section 2.4. Provision of Benefits and Services to Service Areas.

(a) Declarant, in a Notice of Applicability Recorded pursuant to *Section 9.5* 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: (a) special benefits or services which are not provided to all Lots and/or Condominium Units; or (b) 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.

Section 2.5. Designation of Special Common Areas. Until the expiration or termination of the Development Period, Declarant may designate, in a Notice of Applicability, 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), any interest in real property or improvements which benefits certain Lot(s), Condominium Unit(s) or one or more portion(s) of but less than all of the Development as Special Common Area, for the exclusive use of and/or the obligation to pay Special Common Area Assessments by the Owners of such Lot(s), Condominium Unit(s) or portion(s) of the Development attributable thereto, 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 Recorded written notice designating such Special Common Area will identify the Lot(s), Condominium Unit(s) or portion(s) of the Development assigned to such Special Common Area and further indicate whether the Special Common Area designated therein is for the purpose of the exclusive use and the payment of Special Common Area Assessments by the Owner(s) thereof, or only for the purpose of paying Special Common Area Assessments attributable thereto, but not also for exclusive use. 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, which may or may not be exclusively used by the Owners paying the attributable Special Common Area Assessments therefor. All costs associated with maintenance, repair, replacement, and insurance of such Special Common Area will be assessed as a Special Common Area Assessment against the Owners of the Lots and/or Condominium Units to which the Special Common Area is assigned.

ARTICLE III **LARKSPUR MASTER COMMUNITY, INC.**

Section 3.1. 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 Master Covenant.

Section 3.2. 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 of the Association 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, with the Declarant's advance written consent during the Development Period, to cause such Improvements and features to be constructed upon the Common Area;

(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 or for any period during which such Member is in violation of any provision of this Master Covenant;

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

(iv) The right of the Declarant during the Development Period, and the Board thereafter, to grant easements or licenses over and across the Common Area;

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

(vi) The right of the Declarant, during the Development Period, and the Board, with the Declarant's advance written consent 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 Declaration, or other Recorded instrument, will have a right and easement of enjoyment in and to all of such Special Common Area for its intended

purposes, and an access easement, if applicable, by and through such Special Common Area, which easement will be appurtenant to and will pass with title to such Owner's Lot or Condominium Unit, subject to *Section 3.2(b)* above and subject to the following restrictions and reservations:

(i) The right of the Declarant, during the Development Period, and the Board, with the Declarant's advance written consent during the Development Period, to cause such Improvements and features to be constructed upon the Special Common Area;

(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 Recorded Notice of Applicability, Development Area Declaration, or Recorded instrument;

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

(iv) The right of the Declarant, during the Development Period, and the Board, with the Declarant's advance written consent during the Development Period, to grant easements or licenses over and across the Special Common Area;

(v) The right of the Declarant, during the Development Period, and the Board, with the Declarant's advance written consent during the Development Period, to dedicate or transfer all or any part of the Special Common Area to any public agency, authority or utility for any purpose;

(vi) 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;

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

(viii) 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.

Section 3.3. Governance

(a) **Board of Directors; Officers.** The Board will consist of at least three (3) persons. The enumerated officers of the Association are those set forth in the Bylaws. Notwithstanding any provision in the Documents to the contrary, until one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots have been made subject to the terms and provisions of this Master Covenant and have been conveyed to Owners other than the Declarant or a Homebuilder, Declarant will appoint and remove all members of the Board and officers of the Association. Within one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots have been made subject to the terms and provisions of this Master Covenant and have been conveyed to Owners other than the Declarant or a Homebuilder, the Board will call a meeting of Members of the Association for the purpose of electing one-third of the Board (the “**Initial Member Election Meeting**”), which Board member(s) must be elected by Owners other than the Declarant. The individuals elected to the Board at the Initial Member Election Meeting shall be elected for a one (1) year term and shall serve until his or her successor is elected or he or she is replaced in accordance with the Bylaws. Upon expiration or termination of the Development Period, vacancies on the Board and officer appointments shall be filled by election at the annual meeting of the Association, or at a special meeting called for such purpose, as further set forth in the Bylaws.

(b) **Advisory Committees.** Subject to the requirements otherwise set forth in *Section 6.2* below and as further set forth in the Bylaws, the Board may, but is not required, to adopt a resolution to designate two (2) or more Members, which may include Declarant and/or one or more Board Members, to a committee for any purpose; provided, that any such other committee or committees shall serve in an advisory capacity only with the sole powers of: (i) recommending action to the Board; and (ii) carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

Section 3.4. Voting Allocation. The number of votes which may be cast for election of members to the Board (except as provided by *Section 3.3*) and on all other matters to be voted on by the Members will be calculated as set forth below.

(a) **Residential Lot.** Each Residential Lot will be allocated one (1) vote. In the event of the re-subdivision of any Residential Lot into two or more Residential Lots: (a) 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 (b) 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, votes and Assessment Units (allocated pursuant to *Section 5.9(b)* below) will continue to be determined according to the number of original Residential Lots contained in such consolidated Residential Lot. Nothing in this Master 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 and the approval of the Larkspur Reviewer.

(b) Commercial Lot or Condominium Unit. Each Commercial Lot and Condominium Unit will be allocated that number of votes set forth in the Notice of Applicability attributable to such Commercial Lot or Condominium Unit. Declarant will determine such number of votes in its sole and absolute discretion. Declarant's determination regarding the number of votes 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 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, and a Majority of the Board, after the expiration or termination of the Development Period, 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 the Improvements contemplated to be constructed thereon at the time a notice allocating votes thereto was originally Recorded. In the event of a modification to the votes allocated to a Commercial Lot or Condominium Unit, Declarant or the Board, as applicable, will Record an amended Notice of Applicability setting forth the revised allocation of votes attributable to the Commercial Lot or Condominium Unit.

(c) Declarant. In addition to the votes to which Declarant is entitled by reason of *Section 3.4(a)* and *Section 3.4(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 3.4*.

Section 3.5. 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 Master 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 Policy Manual, as applicable, which are not in conflict with this Master Covenant, as it deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association. Any Rules, policies, the Bylaws and the Policy 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 protect the Association and 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 in accordance with Applicable Law.

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

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot or into any Condominium Unit for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility or removing any item to conform to the Documents. The expense incurred by the Association in connection with the entry upon any Lot or into any Condominium Unit and the removal or maintenance and repair work conducted therefrom, thereon or therein will be a personal obligation of the Owner of the Lot or the Condominium Unit so entered, will be deemed an Individual Assessment against such Lot or Condominium Unit, will be secured by a lien upon such Lot or Condominium Unit, and will be enforced in the same manner and to the same extent as provided in *Article 5* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot, on any Condominium Unit, other than Common Area or Special Common Area, in enforcing this Master 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 3.5(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 3.5(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 Master Covenant.

(h) Manager. To retain and pay for the services of a person or firm, which may include Declarant or any affiliate of Declarant, to manage and operate the Association (the "Manager"), including the Common Area, Special Common Area, and/or any Service Area, 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 transfer fees, 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, security services, gardening, private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, canals, and lakes and all other utilities, services, repair and maintenance for any portion of the Property.

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

(k) Construction on Common Area and Special Common Area. To construct new Improvements or additions to Common Area and Special Common Area, subject to the approval of the Board and 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 the Development, any Common Area, Special Common Area, Service Area, Improvement, 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 3.5(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, Service Area, and any Improvements thereon. All Rules governing and limiting the use of the Common Area, Special Common Area, Service Area, and

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

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

Section 3.6. Common Area and Special Common Area. The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant may transfer or convey to the Association interests in real or personal property within or for the benefit of the Development, or the Development and the general public, and the Association will accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. In addition, Declarant may reserve from any such property easements for the benefit of the Declarant, any third party, and/or property not otherwise subject to the terms and provisions of this Master 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 during the Development Period, 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/or its assignees may construct and maintain upon portions of the Common Area and/or 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/or its assignees shall have an easement over and across the Common Area and/or the Special Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge. As specifically provided for in the Plat, the Association shall be required to maintain all on-site and off-site water quality and detention facilities, as well as the public open space located on the Plat.

Section 3.7. Indemnification. To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him or her 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.

Section 3.8. 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.

Section 3.9. Bulk Rate Contracts. Without limitation on the generality of the Association powers set out in *Section 3.5* hereinabove (except that during the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant), the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are 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 Master 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 Master 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.

Section 3.10. 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, but not required, to install, provide, maintain and furnish, or to enter into contracts with other persons to install, provide, maintain and furnish, 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 (the "**Community Services and Systems**"). The Community Services and Systems, including any fees or royalties paid or revenue generated therefrom, shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant and neither the Association nor any Owner shall have any interest therein. 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 individual or entity. Any or all of such services may be provided either: (a) directly through the Association and paid for as part of the Assessments; or (b) directly by Declarant, any affiliate of Declarant, or a third party, to the Owner who receives the services. 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 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 or any individual or entity. 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, board members, officers, employees and agents, or any of their successors or assigns shall not be liable for, and no Community Services and Systems user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Services and Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider's control. 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.

Section 3.11. 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 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.

Section 3.12. Administration of Common Area. The administration of the Common Area or the Special Common Area and Service Area by the Association shall be in accordance with the provisions of Applicable Law and the Documents, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any District or other governmental entity having regulatory jurisdiction over the Common Area, Special Common Area or Service Area or by any title insurance company selected by Declarant to insure title to any portion of such areas.

ARTICLE IV INSURANCE

Section 4.1. 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.

Section 4.2. Restoration Requirements. In the event of any fire or other casualty, the Owner will either: (a) unless otherwise approved by the Larkspur 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 (b) 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 Larkspur Reviewer, any repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials substantially the same as those originally used in the Improvements damaged or destroyed, as determined by the Larkspur Reviewer, in its sole and absolute discretion. 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 4.2*, 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 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 4.2, 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.**

Section 4.3. Restoration - Mechanic's and Materialman's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned-up by the Association pursuant to the rights

granted under this *Article 4*, hereby grants to the Association an express mechanic's and materialman'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 materialman's lien in favor of the Association.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 5.1. Assessments.

(a) Established by Board. Assessments established by the Board pursuant to the provisions of this *Article 5* will be levied against each Lot and Condominium Unit in amounts determined pursuant to *Section 5.9(b)* below. The total amount of Assessments will be determined by the Board in accordance with the terms of this *Article 5*.

(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 Master 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.

Section 5.2. 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 Master Covenant. The funds of the Association may be used for any purpose authorized by the Documents and Applicable Law.

Section 5.3. 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 (the "**Regular Assessments**") which sets forth: (a) an estimate of expenses to be incurred by the Association during such year in performing its functions and exercising its powers under this Master 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 (b) an estimate the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, but excluding (c) 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. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment by an 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.

Section 5.4. Special Assessments. In addition to the Regular Assessments provided for above, the Board may levy special assessments (the "**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. All Special 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.

Section 5.5. 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. 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. If the sums collected prove inadequate for any reason, including non-payment of any Assessment by an Owner, 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.

Section 5.6. 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 the Service Area Expenses for each Service Area (the "**Service Area Assessments**") will be allocated either: (a) equally among Lots or Condominium Units within the Service Area; (b) based on Assessment Units assigned to Lots or Condominium Units within the Service Area; or (c) based on the benefit received among all Lots and Condominium Units in the 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 fund.

Section 5.7. Individual Assessments. In addition to any other Assessments, the Board may levy an individual assessment (the "**Individual Assessment**") against an Owner and the Owner's Lot or Condominium Unit, which may include, but is not limited to: (a) interest, late charges, and collection costs on delinquent Assessments; (b) reimbursement for costs incurred in bringing an Owner or the Owner's Lot or Condominium Unit into compliance with the Documents; (c) fines for violations of the Documents; (d) transfer-related fees and resale certificate fees; (e) fees for estoppel letters and project documents; (f) insurance deductibles; (g) 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; (h) common expenses that benefit fewer than all of the Lots or Condominium Units, which may be assessed according to benefit received; (i) fees or charges levied against the Association on a per-Lot or per-Condominium Unit basis; or (j) "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.

Section 5.8. 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 the Board thereafter. The Working Capital Assessment hereunder will be due and payable to the Association by the transferee 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: (a) foreclosure of a deed of trust lien, tax lien, or the Association’s Assessment lien; (b) transfer to, from, or by the Association; (c) voluntary transfer by an Owner to one or more co-Owners, or to the Owner’s spouse, child, or parent. Additionally, an Owner who is a Homebuilder or a Residential Developer will not be subject to the Working Capital Assessment; however, the Working Capital Assessment will be payable by any Owner who acquires a Lot or Condominium Unit from a Homebuilder or Residential Developer for residential living purposes or by any Owner who: (i) acquires a Lot or Condominium Unit and is not in the business of constructing single-family residences for resale to a third party; or (ii) who acquires the Lot or Condominium Unit for any purpose other than constructing a single-family residence thereon for resale to a third party. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, Declarant, 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.

Section 5.9. Amount of Assessment.

(a) Assessments to be Levied. The Board will levy Assessments against each “**Assessment Unit**” (as defined in *Section 5.9(b)* below). Unless otherwise provided in this Master Covenant, Assessments levied pursuant to *Section 5.3* and *Section 5.4* will be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to

Section 5.5 will be levied uniformly against each Assessment Unit allocated to a Lot or Condominium Unit that has been assigned the obligation to pay Special Common Area Assessments for specified Special Common Area. Service Area Assessments levied pursuant to *Section 5.6* will be levied either: (a) equally among Lots or Condominium Units within the Service Area; (b) based on Assessment Units assigned to Lots or Condominium Units within the Service Area; or (c) based on the benefit received among all Lots and Condominium Units in the Service Area.

(b) **Assessment Unit.** Each Residential Lot will constitute one “Assessment Unit” unless otherwise provided in *Section 5.9(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, and a Majority of the Board, after the expiration or termination of the Development Period, 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 or the Board, as applicable, 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 5.9(c)* will be final, binding and conclusive.

(d) **Declarant Exemption.** Notwithstanding anything in this Master 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: (a) exempt any un-platted or unimproved portion of the Development, Lot or Condominium Unit from Assessments; (b) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Lot or Condominium Unit; or (c) 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.

Section 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.

Section 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.

Section 5.12. Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this *Article 5* is, together with late charges as provided in *Section 5.10* 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 5.1(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 (a) tax and governmental assessment liens; (b) 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 (c) 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 (b) and (c) 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 Master 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 Master 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 Master 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.

Section 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 District or other public authority or governmental entity;
- (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 Master 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 Master Covenant by the Recording of a Notice of Applicability in accordance with *Section 9.5* below.

Section 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 pursuant to the Fine and Enforcement Policy contained in the Policy Manual. Any fine and/or charge for damage levied in accordance with this *Section 5.14* shall be considered an Individual Assessment pursuant to this Master 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, Special Common Area, Service Area, or any Improvements caused by the Owner, the Occupant or their guests, agents, or invitees. The Manager shall 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 5.1(b)* of this Master Covenant. Unless otherwise provided in this *Section 5.14*, the fine and/or damage charge shall be considered an Assessment for the purpose of this Article and shall be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 5*.

ARTICLE VI LARKSPUR REVIEWER

Section 6.1. 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 Larkspur 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 6* and need not be approved by the Larkspur Reviewer.

(a) 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 the Larkspur Reviewer, which approval may be granted or withheld in its sole discretion. In reviewing and acting on an application for approval, the Larkspur Reviewer 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.

(b) Delegation. 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: (a) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (b) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Neither Declarant nor the Larkspur Reviewer is responsible for: (a) errors in or omissions from the plans and specifications submitted to the Larkspur Reviewer; (b) supervising construction for the Owner's compliance with approved

plans and specifications; or (c) the compliance of the Owner's plans and specifications with Applicable Law.

Section 6.2. 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 Larkspur Reviewer hereunder.

(a) ACC. The ACC will consist of at least three (3) but no 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 in 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: (a) errors in or omissions from the plans and specifications submitted to the ACC; (b) supervising construction for the Owner's compliance with approved plans and specifications; or (c) the compliance of the Owner's plans and specifications with Applicable Law.

Section 6.3. 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 Larkspur Reviewer. The Larkspur 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. Unless otherwise provided in the Design Guidelines, an Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement located on such Owner's Lot or within such Owner's Condominium Unit, provided that such action is not visible from any other portion of the Development or Property.

Section 6.4. 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, if any, or any additional rules adopted by the Larkspur Reviewer together with any review fee which is imposed by the Larkspur Reviewer in accordance with *Section 6.4(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 Larkspur Reviewer. The Larkspur 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 Larkspur Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Larkspur Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Larkspur Reviewer, in its sole discretion, may require. Site plans must be approved by the Larkspur Reviewer prior to the clearing of any Lot or Condominium Unit, or the construction of any Improvements. The Larkspur 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 Larkspur Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Master Covenant, the Larkspur 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 Master Covenant.

(b) Design Guidelines. The Larkspur Reviewer will have the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines which may apply to all or any portion of the Development; provided, however, Declarant will have no obligation to establish Design Guidelines for the Property, the Development, or any portion thereof. In the event of any conflict between the terms and provisions of the Design Guidelines and the terms and provisions of this Master Covenant, the terms and provisions of this Master Covenant will control. In addition, the Larkspur Reviewer will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Master Covenant. Such charges will be held by the Larkspur Reviewer and used to defray the administrative expenses and any other costs incurred by the Larkspur Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the Larkspur Reviewer will be distributed to the Association at the end of each calendar year. The Larkspur Reviewer will not be required to review any plans until a complete submittal package, as required by this Master Covenant and the Design Guidelines, is assembled and submitted to the Larkspur Reviewer. The Larkspur Reviewer will have the authority to adopt such additional or alternate procedural and substantive rules and guidelines not in conflict with this Master Covenant (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) 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 Larkspur Reviewer of the Regulatory Submission Items (the “**Preliminary Regulatory Approval**”). Any Preliminary Regulatory Approval granted by the Larkspur Reviewer is conditional and no Improvements may be constructed in accordance with the Regulatory Submission Items until the Owner has submitted to the Larkspur Reviewer a copy of the Regulatory Submission Items approved by the regulatory authority and the Larkspur Reviewer has issued to the Owner a “Notice to Proceed”. In the event of a conflict between the Regulatory Submission Items approved by the Larkspur Reviewer and the Regulatory Submission Items approved by the regulatory authority, the Owner will be required to resubmit the Regulatory Submission Items to the Larkspur 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) Larkspur 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 Larkspur Reviewer.

(e) Failure to Act. In the event that any plans and specifications are submitted to the Larkspur Reviewer as provided herein, and the Larkspur 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.

(f) Variances. The Larkspur Reviewer, in its sole and absolute discretion, may grant variances from compliance with any of the provisions of the Documents. 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 Larkspur 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.

(g) Duration of Approval. The approval of the Larkspur Reviewer of any final plans and specifications, and any variances granted by the Larkspur 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 Larkspur Reviewer, and the Larkspur Reviewer will have the authority to re-evaluate such plans and specifications in accordance with this *Section 6.4 (g)* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(h) No Waiver of Future Approvals. The approval of the Larkspur Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Larkspur 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 Larkspur Reviewer.

(i) Non-Liability of Larkspur Reviewer. NEITHER THE DECLARANT, THE BOARD NOR THE LARKSPUR REVIEWER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE LARKSPUR 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 Master Covenant and the Bylaws of the Association.

Section 7.1. Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot or Condominium Unit to which its Mortgage relates (thereby becoming an "**Eligible Mortgage Holder**")), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot or Condominium Unit on which there is an eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

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

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

Section 7.2. Examination of Books. The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

Section 7.3. Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien mortgages under Applicable Law will relate only to the individual Lots or Condominium Units and not to any other portion of the Development.

ARTICLE VIII EASEMENTS

Section 8.1. 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 Master Covenant are incorporated herein by reference and made a part of this Master 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 dedications, limitations, restrictions, easements, rights-of-way, licenses, leases, encumbrances, reservations and other grants for the purpose of developing the Property.

Section 8.2. Common Area or Special Common Area Right of Ingress and Egress. Declarant, its agents, employees, successors 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.

Section 8.3. Bulk Rate Services; Community Services and Systems Easement. The Development shall be subject to a perpetual non-exclusive easement for the installation, maintenance and repair, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly install, provide, maintain and furnish Community Services and Systems and the facilities pertinent and necessary to the same, and provide and maintain services available through any Bulk Rate Contract, which easement shall run in favor of Declarant and the Association.

Section 8.4. Roadway and Utility Easements. Declarant hereby reserves for itself and its assigns a perpetual non-exclusive easement over and across the Development for: (a) the installation, operation and maintenance of utilities and associated infrastructure to serve the Development, the Property, and any other property owned by Declarant; (b) 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; (c) 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 (d) 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 will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (a) through (d) of this *Section 8.4*. 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.

Section 8.5. Subdivision Entry and Fencing Easement. Declarant reserves for itself and the Association, a perpetual and nonexclusive easement over and across the Development for the installation, maintenance, repair or replacement of fencing and subdivision entry facilities 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 fencing and/or subdivision entry facilities to which the easement reserved hereunder applies. Declarant may designate all or any portion of the fencing and/or subdivision entry facilities as Common Area, Special Common Area, or a Service Area.

Section 8.6. 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.

Section 8.7. 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 and Special 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 Master 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 any Occupants to take no action, legal or otherwise, which would interfere with the exercise of such easement.

Section 8.8. Drainage, Detention and Water Quality Facilities Easement. Portions of the Development may include one or more water quality facilities, sedimentation, drainage and

detention facilities, ponds, lift stations, or related improvements which serve all or a portion of the Development, the Property, or additional land (collectively, the “Facilities”). Declarant hereby reserves for itself and its assigns a perpetual non-exclusive easement over and across the Development for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities. From time to time, Declarant may also impress upon certain portions of the Development, the Property, and any other property owned by Declarant, additional easements for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of other drainage facilities that convey and receive stormwater runoff as set forth in one or more declarations, agreements or other written instruments as the same shall be Recorded from time to time. The Facilities may be designated by the Declarant in a written notice Recorded to identify the particular Facilities to which the easement reserved hereunder applies, or otherwise dedicated to a District or a public or applicable governmental authority (which may include retention of maintenance responsibility by the Association), or conveyed and transferred to the Association as Common Area, Special Common Area or a Service Area. If the Facilities are designated or conveyed or maintenance responsibility reserved or assigned to the Association as Common Area, Special Common Area or a Service Area, the Association will be required to maintain and operate the Facilities in accordance with Applicable Law, or the requirements of any District or a public or applicable governmental authority.

Section 8.9. Public Use Improvements. Certain improvements, physical assets and areas within the Property will be open for the use and enjoyment of the public and may include, by way of example, open space, roads, sidewalks and medians.

ARTICLE IX DEVELOPMENT RIGHTS

Section 9.1. 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, 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.

Section 9.2. Special Declarant Rights. Notwithstanding any provision of this Master Covenant to the contrary, at all times, 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, including the Common Area and Special Common Area, 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, and Declarant hereby reserves the right and privilege for itself to conduct the activities enumerated in this *Section 9.2* until two (2) years after Declarant no longer owns any portion of the Property. Declarant hereby retains an easement over and across the Common Area and Special Common Area to effectuate any purpose enumerated by this *Section 9.2*.

Section 9.3. Addition of Land. Declarant may, at any time and from time to time, add additional lands to the Property and, upon the Recording of a notice of addition of land, such land will be considered part of the Property for purposes of this Master Covenant, and upon the further Recording of a Notice of Applicability meeting the requirements of *Section 9.5* below, such added lands will be considered part of the Development subject to this Master Covenant and the terms, covenants, conditions, restrictions and obligations set forth in this Master Covenant, and the rights, privileges, duties and liabilities of the persons subject to this Master Covenant will be the same with respect to such added land as with respect to the lands originally covered by this Master Covenant. Such added land need not be contiguous to the Property. 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 Master Covenant, which reference will state the document number or volume and page wherein this Master Covenant is Recorded;
- (b) A statement that such land will be considered Property for purposes of this Master Covenant, and that upon the further Recording of a Notice of Applicability meeting the requirements of *Section 9.5* of this Master Covenant, all of the terms, covenants, conditions, restrictions and obligations of this Master Covenant will apply to the added land; and
- (c) A legal description of the added land.

Section 9.4. 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 Master Covenant and the jurisdiction of the Association any portion of the Development. Upon any such withdrawal and removal, this Master 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 Master Covenant, which reference will state the document number or volume and page number wherein this Master Covenant is Recorded;
- (b) A statement that the provisions of this Master Covenant will no longer apply to the withdrawn land; and

- (c) A legal description of the withdrawn land.

Section 9.5. Notice of Applicability. Upon Recording, this Master 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 Master Covenant and any applicable Development Area Declaration. This Master Covenant and any applicable Development Area Declaration will apply to and burden a portion or portions of the Property upon the Recording 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 Master 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 Recorded covering a portion of the Property for the purpose of encumbering such Property with this Master Covenant and any Development Area Declaration previously Recorded by Declarant (which Notice of Applicability may amend, modify or supplement the restrictions, set forth in the Development Area Declaration, which will apply to such Property). To make the terms and provisions of this Master 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 Master Covenant, which reference will state the document number or volume and page number wherein this Master Covenant is Recorded;

(b) A reference, if applicable, to the Recorded Development Area Declaration applicable 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);

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

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

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

(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.

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.

Section 9.6. Assignment of Declarant's Rights. Notwithstanding any provision in this Master 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 Master 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

Section 10.1. Term. Upon the Recording of a Notice of Applicability pursuant to *Section 9.5*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Master 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 Master Covenant is Recorded, and continuing through and including January 1, 2090, after which time this Master 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. Notwithstanding any provision in this *Section 10.1* to the contrary, if any provision of this Master 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, as of the date of the first Recording of the Master Covenant, descendants of Elizabeth II, Queen of England.

Section 10.2. 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 Master 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.

Section 10.3. Amendment. This Master Covenant may be amended or terminated by the Recording of an instrument executed and acknowledged by: (a) Declarant acting alone; or (b) 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. No amendment will be effective without the written consent of Declarant during the Development Period.

Section 10.4. 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 Master Covenant. Failure to enforce any right, provision, covenant, or condition granted by this Master 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.

Section 10.5. No Warranty of Enforceability. Neither Declarant nor the Association makes any warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in this Master 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 AND THE ASSOCIATION HARMLESS THEREFROM.

Section 10.6. Higher Authority. The terms and provisions of this Master Covenant are subordinate to Applicable Law. Generally, the terms and provisions of this Master Covenant are enforceable to the extent they do not violate or conflict with Applicable Law.

Section 10.7. Severability. If any provision of this Master 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 Master Covenant, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

Section 10.8. Conflicts. If there is any conflict between the provisions of this Master 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 Master Covenant will govern.

Section 10.9. 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.

Section 10.10. 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 Master Covenant or to whom this Master 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 Master Covenant were recited and stipulated at length in each and every deed of conveyance.

Section 10.11. 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 Recording 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 10.11*, 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 5*, 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 5*, against all Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(f) 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.

Section 10.12. No Partition. Except as may be permitted in this Master 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 Master Covenant pursuant to *Section 9.4* above. This *Section 10.12* 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 Master Covenant.

Section 10.13. View Impairment. Neither the Declarant, the Larkspur Reviewer, the ACC, 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 Larkspur Reviewer, the ACC 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.

Section 10.14. 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, NOR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, 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 NEITHER THE DECLARANT NOR THE ASSOCIATION, NOR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, ARE 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.

Section 10.15. Notices. Any notice permitted or required to be given to any person by this Master Covenant will be in writing and may be delivered either personally or by mail, or as otherwise provided in this Master 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.

ARTICLE XI

ADDITIONAL DISCLOSURES

Section 11.1. Private Easements. The Property is encumbered by that certain Private Drainage Easement Agreement, recorded under Document 2014131385 of the Official Public

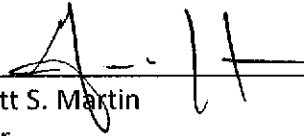
Records of Williamson County, Texas (the "Drainage Easement"). The Drainage Easement contemplates that the water quality and/or detention pond that is the subject thereto may be dedicated to the Association for operation and maintenance. Pursuant to the rights reserved under this Master Covenant, including but not limited to those set forth in *Section 2.1(c)*, the Declarant shall have the right to dedicate the water quality and/or detention pond that is the subject of the Drainage Easement to the Association for operation and maintenance, and the Association shall accept such dedication. In conjunction therewith, the Declarant shall have the right to assign grantee's obligations under the Drainage Easement, including but not limited to the obligation to maintain specific insurance coverage and the obligation to indemnify the Grantor Parties, as such term is defined in the Drainage Easement, under the terms of the Drainage Easement.

[SIGNATURE PAGE FOLLOWS]

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

DECLARANT:

**LARKSPUR COMMUNITY DEVELOPMENT, INC.,
A TEXAS CORPORATION**

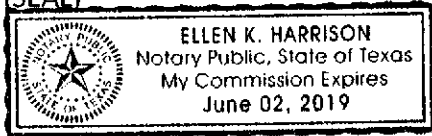
By: 
Name: Garrett S. Martin
Title: Director

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7th day of October, 2016, by Garrett S. Martin, Director of **LARKSPUR COMMUNITY DEVELOPMENT, INC.**, a Texas corporation, on behalf of said corporation and in the capacity herein stated.

(SEAL)




Notary Public Signature

CONSENT OF MORTGAGEE

The undersigned, being the sole owner and holder of the lien created by a Deed of Trust recorded as Document Nos. 2016088038 in the Official Public Records of Williamson County, Texas (the "Lien"), securing a note of even date therewith, executes this Master Covenant solely for the purposes of (a) evidencing its consent to this Master Covenant, and (b) subordinating the Lien to this Master Covenant, both on the condition that the Lien shall remain superior to the Assessment Lien in all events.

CAUGHFIELD RANCH, LTD., A TEXAS LIMITED LIABILITY COMPANY

By: CAUGHFIELD RANCH GP, LLC, a Texas limited liability company, General Partner

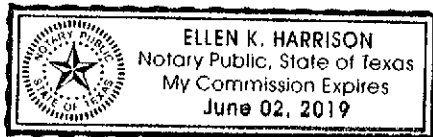
By: [Signature]
Printed Name: Garrett S. Martin
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 10th day of OCTOBER, 2016, by Garrett S. Martin, Manager of Caughfield Ranch GP, LLC, a Texas limited liability company, General Partner of CAUGHFIELD RANCH, LTD., a Texas limited partnership, on behalf of said limited liability company and said partnership.

[Signature: Ellen K. Harrison]
Notary Public, State of Texas

(seal)



LARKSPUR
MASTER COVENANT

CONSENT OF MORTGAGEE

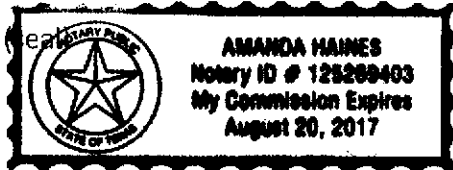
The undersigned, being the sole owner and holder of the lien created by a Deed of Trust recorded as Document Nos. 2016088037 in the Official Public Records of Williamson County, Texas (the "Lien"), securing a note of even date therewith, executes this Master Covenant solely for the purposes of (a) evidencing its consent to this Master Covenant, and (b) subordinating the Lien to this Master Covenant, both on the condition that the Lien shall remain superior to the Assessment Lien in all events.

THE NORTHERN TRUST COMPANY

By: [Signature]
Printed Name: Greg Guillory
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this 12th day of October, 2016, by Greg Guillory, vice president of Northern Trust, a signer, on behalf of said mortgagee.



[Signature]
Notary Public, State of Texas

LARKSPUR
MASTER COVENANT

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 01460-5106

BEING 587.2956 ACRES OF LAND, MORE OR LESS, OUT OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, THE HENRY GARMES SURVEY, ABSTRACT NUMBER 269, AND THE J.B. ROBINSON SURVEY, ABSTRACT NO. 521, ALL IN WILLIAMSON COUNTY, TEXAS, AND BEING COMPRISED OF THREE TRACTS:

TRACT 1: BEING 558.49 ACRES OF LAND, MORE OR LESS, COMPRISED OF A 230.70 ACRE TRACT AND A 327.79 ACRE TRACT, CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC NO. 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, SAVE AND EXCEPT A 2.448 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LEANDER BY INSTRUMENT OF RECORD IN DOC. NO. 2015083906 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, SAVE AND EXCEPT A 0.2568 OF ONE ACRE TRACT SET ASIDE AS A "DIRECTOR'S LOT", SAVE AND EXCEPT A 0.7526 OF ONE ACRE TRACT SET ASIDE AS A "DIRECTOR'S LOT", AND SAVE AND EXCEPT A 10.00 ACRE TRACT SET ASIDE AS A "DIRECTOR'S LOT";

TRACT 2: BEING A 7.517 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014068604 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY; TEXAS, SAVE AND EXCEPT A PORTION OF THE 2.2957 ACRE TRACT AS DESCRIBED IN ATTACHED EXHIBIT "B".

TRACT 3: BEING A 34.746 ACRE TRACT OF LAND, MORE OR LESS, CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014068653 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY; TEXAS, SAVE AND EXCEPT A PORTION OF THE 2.2957 ACRE TRACT AS DESCRIBED IN ATTACHED EXHIBIT "B".

SAID 587.2956 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A-1" ATTACHED HERETO AND MADE A PART HEREOF.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

File No.: 01460-5106
Exhibit A Legal Description

Page 1 of 1



EXHIBIT "A-1"

Page 1 of 24

Baseline Land Surveyors, Inc.

*8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Fax: 512.873-9743*

METES AND BOUNDS DESCRIPTION

BEING 587.2956 ACRES OF LAND OUT OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, THE HENRY GARMES SURVEY, ABSTRACT NO. 269, AND THE J.B. ROBINSON SURVEY, ABSTRACT NO. 521, ALL IN WILLIAMSON COUNTY, TEXAS, AND BEING COMPRISED OF THREE TRACTS: TRACT 1 BEING 558.49 ACRES OF LAND, COMPRISED OF A 230.70 ACRE TRACT AND A 327.79 ACRE TRACT, CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, SAVE AND EXCEPT A 2.448 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LEANDER BY INSTRUMENT OF RECORD IN DOC. NO. 2015083906 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, SAVE AND EXCEPT A 0.2568 OF ONE ACRE TRACT SET ASIDE AS A "DIRECTOR'S LOT, SAVE AND EXCEPT A 0.7526 OF ONE ACRE TRACT SET ASIDE AS A "DIRECTOR'S LOT, AND SAVE AND EXCEPT A 10.00 ACRE TRACT SET ASIDE AS A "DIRECTOR'S LOT; TRACT TWO BEING A 7.517 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014068604 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY; AND TRACT THREE BEING A 34.746 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014068653 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT ONE: 558.49 ACRES (230.70 ACRES + 327.79 ACRES)

230.70 ACRE TRACT

BEGINNING at a 1/2" rebar found for the northeast corner of said 230.70 acre tract, the southeast corner of Lot 2, Hamilton Subdivision, a subdivision of record in Doc. No. 1993014740 of the Official Public Records of Williamson County, Texas, the northeast corner of a 4.01 acre tract of land conveyed to David Harp and Cynthia Marie Caughfield Harp by instrument of record in Doc. No. 1996021719 of the Official Public Records of Williamson County, and being in the westerly right-of-way line of County Road 266 (R.O.W. varies), from which a 1/2" rebar found for the northwest corner of a 3.16 acre tract of land conveyed to the Pedernales Electric Cooperative, Inc. by instrument of record in Doc. No. 2006040305 of the Official Public Records of Williamson County, Texas, the southwest corner of a 5.94 acre tract of land conveyed to Carolyn Miller and Leonard Miller by deed of record in Volume 681, Page 342 of the Deed Records of Williamson County, Texas, and being in the easterly right-of-way line of said County Road 266, bears North 58°49'44" East a distance of 35.72 feet; [Point of Beginning Coordinates: Northing=10,202,718.53; Easting=3,075,492.25];

THENCE along the easterly line of the 230.70 acre tract and the north, west and south lines of said 4.01 acre tract the following three (3) courses:

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1. South 69°37'04" West a distance of 392.77 feet (record - South 69°37'04" West a distance of 392.77 feet) to a 1/2" rebar found for the northwest corner of the 4.01 acre tract;
2. South 13°38'03" East a distance of 475.02 feet (record - South 13°38'03" East a distance of 475.02 feet) to a 1/2" rebar found for the southwest corner of the 4.01 acre tract;
3. North 61°32'05" East a distance of 414.16 feet (record - North 61°32'05" East a distance of 414.16 feet) to a 1/2" rebar found for the southeast corner of the 4.01 acre tract, and being in the westerly right-of-way line of said County Road 266;

THENCE along the easterly line of the 230.70 acre tract and the westerly right-of-way line of County Road 266 the following fifty four (54) courses:

1. South 27°41'59" East a distance of 394.10 feet (record - South 27°41'59" East a distance of 394.10 feet) to a fence post found for corner;
2. South 26°04'17" East a distance of 148.94 feet (record - South 26°04'17" East a distance of 148.94 feet) to a fence post found for corner;
3. South 24°35'10" East a distance of 227.32 feet (record - South 24°35'10" East a distance of 227.32 feet) to a fence post found for corner;
4. South 29°39'15" East a distance of 485.42 feet (record - South 29°39'15" East a distance of 485.42 feet) to a fence post found for corner;
5. South 31°21'15" East a distance of 55.73 feet (record - South 31°21'15" East a distance of 55.73 feet) to a fence post found for corner;
6. South 34°23'40" East a distance of 77.70 feet (record - South 34°23'40" East a distance of 77.70 feet) to a fence post found for corner;
7. South 37°14'52" East a distance of 72.04 feet (record - South 37°14'52" East a distance of 72.04 feet) to a fence post found for corner;
8. South 41°51'07" East a distance of 79.68 feet (record - South 41°51'07" East a distance of 79.68 feet) to a fence post found for corner;
9. South 46°20'23" East a distance of 88.67 feet (record - South 46°20'23" East a distance of 88.67 feet) to a 60d nail found in the base of a tree;
10. South 51°52'18" East a distance of 50.97 feet (record - South 51°49'14" East a distance of 50.96 feet) to a 60d nail found in the base of a tree;
11. South 51°43'04" East a distance of 165.73 feet (record - South 51°43'04" East a distance of 165.73 feet) to a steel fence post found for corner;
12. South 57°01'45" East a distance of 75.98 feet (record - South 57°01'45" East a distance of 75.98 feet) to a fence post found for corner;
13. South 62°17'41" East a distance of 75.26 feet (record - South 62°17'41" East a distance of 75.26 feet) to a fence post found for corner;

14. South 64°45'50" East a distance of 78.12 feet (record - South 64°45'50" East a distance of 78.12 feet) to a fence post found for corner;
15. South 66°38'03" East a distance of 317.51 feet (record - South 66°38'03" East a distance of 317.51 feet) to a fence post found for corner;
16. South 70°24'29" East a distance of 156.42 feet (record - South 70°24'29" East a distance of 156.42 feet) to a fence post found for corner;
17. South 65°26'10" East a distance of 64.92 feet (record - South 65°26'10" East a distance of 64.92 feet) to a fence post found for corner;
18. South 53°30'45" East a distance of 86.57 feet (record - South 53°30'45" East a distance of 86.57 feet) to a fence post found for corner;
19. South 57°47'47" East a distance of 84.10 feet (record - South 57°47'47" East a distance of 84.10 feet) to a fence post found for corner;
20. South 62°33'40" East a distance of 51.72 feet (record - South 62°33'40" East a distance of 51.72 feet) to a fence post found for corner;
21. South 57°33'51" East a distance of 25.25 feet (record - South 57°33'51" East a distance of 25.25 feet) to a fence post found for corner;
22. South 58°31'02" East a distance of 75.55 feet (record - South 58°31'02" East a distance of 75.55 feet) to a fence post found for corner;
23. South 60°27'34" East a distance of 152.96 feet (record - South 60°27'34" East a distance of 152.96 feet) to a fence post found for corner;
24. South 57°57'23" East a distance of 40.97 feet (record - South 57°57'23" East a distance of 40.97 feet) to a 1/2" rebar found;
25. South 58°00'16" East a distance of 134.29 feet (record - South 58°00'16" East a distance of 134.29 feet) to a fence post found for corner;
26. South 58°42'01" East a distance of 93.89 feet (record - South 58°42'01" East a distance of 93.89 feet) to a 1/2" rebar found;
27. South 55°41'55" East a distance of 36.69 feet (record - South 55°41'55" East a distance of 36.69 feet) to a 1/2" rebar found;
28. South 57°23'18" East a distance of 77.00 feet (record - South 57°23'18" East a distance of 77.00 feet) to a 60d nail found in the base of a tree;
29. South 59°52'58" East a distance of 163.67 feet (record - South 59°52'58" East a distance of 163.67 feet) to a 60d nail found in the base of a tree;
30. South 56°53'38" East a distance of 47.23 feet (record - South 56°54'00" East a distance of 47.23 feet) to a 60d nail found in the base of a tree;

31. South 51°53'59" East a distance of 181.09 feet (record - South 51°53'59" East a distance of 181.09 feet) to a 60d nail found in the base of a tree;
32. South 47°28'03" East a distance of 36.60 feet (record - South 47°28'03" East a distance of 36.60 feet) to a 1/2" rebar found;
33. South 33°36'25" East a distance of 99.11 feet (record - South 33°36'25" East a distance of 99.11 feet) to a 1/2" rebar found;
34. South 36°25'01" East a distance of 31.64 feet (record - South 36°25'01" East a distance of 31.64 feet) to a 60d nail found in the base of a tree;
35. South 33°10'54" East a distance of 89.81 feet (record - South 33°10'54" East a distance of 89.91 feet) to a 60d nail found in the base of a tree;
36. South 43°21'48" East a distance of 165.76 feet (record - South 43°21'48" East a distance of 165.76 feet) to a 60d nail found in the base of a tree;
37. South 32°09'56" East a distance of 298.43 feet (record - South 32°09'56" East a distance of 298.43 feet) to a 1/2" rebar found;
38. South 24°39'36" East a distance of 130.90 feet (record - South 24°39'36" East a distance of 130.90 feet) to a 60d nail found in the base of a tree;
39. South 18°45'47" East a distance of 48.38 feet (record - South 18°45'47" East a distance of 48.38 feet) to a 60d nail found in the base of a tree;
40. South 12°11'02" East a distance of 25.73 feet (record - South 12°11'02" East a distance of 25.73 feet) to a 1/2" rebar found;
41. South 12°10'36" East a distance of 37.58 feet (record - South 12°10'36" East a distance of 37.58 feet) to a 60d nail found in the base of a tree;
42. South 04°05'37" East a distance of 39.38 feet (record - South 04°05'37" East a distance of 39.38 feet) to a 60d nail found in the base of a tree;
43. South 08°51'22" West a distance of 377.06 feet (record - South 08°51'22" West a distance of 377.06 feet) to a 60d nail found in the base of a tree;
44. South 67°58'02" West a distance of 11.20 feet (record - South 67°58'02" West a distance of 11.20 feet) to a 60d nail found in the base of a tree;
45. South 02°40'01" West a distance of 280.55 feet (record - South 02°40'01" West a distance of 280.55 feet) to a 60d nail found in the base of a tree;
46. South 00°33'19" West a distance of 242.63 feet (record - South 00°33'19" West a distance of 242.63 feet) to a 1/2" rebar found;
47. South 02°17'45" West a distance of 378.35 feet (record - South 02°17'45" West a distance of 378.35 feet) to a 60d nail found in the base of a tree;

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48. South 01°07'22" East a distance of 173.37 feet (record - South 01°07'22" East a distance of 173.37 feet) to a 1/2" rebar found;
49. South 20°38'34" East a distance of 141.41 feet (record - South 20°38'34" East a distance of 141.41 feet) to a 1/2" rebar found;
50. South 14°23'21" East a distance of 158.55 feet (record - South 14°23'21" East a distance of 158.55 feet) to a 60d nail found in the base of a tree;
51. South 10°38'15" East a distance of 12.99 feet (record - South 10°38'15" East a distance of 12.99 feet) to a 1/2" rebar found;
52. South 14°47'56" East a distance of 32.45 feet (record - South 14°47'56" East a distance of 32.45 feet) to a 1/2" rebar found;
53. South 13°14'54" East a distance of 286.23 feet (record - South 13°14'54" East a distance of 286.23 feet) to a 60d nail found in the base of a tree;
54. South 29°51'22" West (record - South 29°51'22" West), passing at a distance of 84.99 feet (record - 84.99 feet) a 1/2" rebar found, and continuing for a total distance of 200.88 feet (record - 200.88 feet) to a calculated point in the approximate centerline of the South San Gabriel River, for the southeast corner of the 230.70 acre tract, and being in the north line of Lot 47, South San Gabriel Ranches, a subdivision of record in Volume B, Pages 86-87 of the Plat Records of Williamson County, Texas;

THENCE along the south line of the 230.70 acre tract, the northerly line of said South San Gabriel Ranches, and along the approximate centerline of said South San Gabriel River the following two (2) courses:

1. North 61°18'12" West a distance of 210.89 (record - North 61°18'12" West a distance of 210.89) to a calculated point;
2. North 60°47'01" West a distance of 184.01 (record - North 60°47'01" West a distance of 184.01) to a calculated point in the north line of Lot 1, South San Gabriel Ranches;

THENCE North 58°57'38" West (record - North 58°57'38" West), along the south line of the 230.70 acre tract, the northerly line of South San Gabriel Ranches, along the northerly line of High Gabriel East, Section 1, a subdivision of record in Volume B, Pages 254-255 of the Plat Records of Williamson County, Texas, and also along the approximate centerline of the South San Gabriel River a distance of 1141.31 (record - 1141.31 feet) to a calculated point in the north line of Lot 9, of said High Gabriel East, Section 1;

THENCE North 53°23'04" West (record - North 53°23'04" West), along the south line of the 230.70 acre tract, the north line of High Gabriel East, Section 1, along the northerly line of High Gabriel East, Section 2, a subdivision of record in Volume B, Pages 296-298 of the Plat Records of Williamson County, Texas, and also along the approximate centerline of the South San Gabriel River a distance of 520.13 (record - 520.13 feet) to a calculated point in the north line of Lot 1, of said High Gabriel East, Section 2;

THENCE North 60°21'43" West (record - North 60°21'43" West), along the south line of the 230.70 acre tract, the northerly line of High Gabriel East, Section 2, and along the approximate centerline of

the South San Gabriel River, a distance of 991.15 feet (record -- 991.15 feet) to a calculated point in the north line of Lot 6, of said High Gabriel East, Section 2;

THENCE North 73°06'31" West (record - North 73°06'31" West), along the south line of the 230.70 acre tract, the north line of High Gabriel East, Section 2, and along the approximate centerline of the South San Gabriel River, a distance of 169.18 (record - 169.18 feet) to a calculated point for the southwest corner of the 230.70 acre tract, the southeast corner of a 6.669 acre tract of land conveyed to Emogene M. Champion by instrument of record in Doc. No. 2008083903 of the Official Public Records of Williamson County, Texas, and being in the northerly line of Lot 7, of said High Gabriel East, Section 2;

THENCE North 25°06'16" West (record - North 25°06'16" West), along the west line of the 230.70 acre tract and the east line of said 6.669 acre tract, a distance of 227.10 feet (record - 227.10 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc" for the northeast corner of the 6.669 acre tract and the southeast corner of a 73.00 acre tract of land conveyed to Ina Dale Craven by instrument of record in Volume 595, Page 288 of the Deed Records of Williamson County, Texas, therein designated as "Tract One";

THENCE North 05°28'53" West (record - North 05°28'53" West), along the west line of the 230.70 acre tract and the east line of said 43.00 acre tract, distance of 1235.21 feet (record - 1235.21 feet) to a 1/2" rebar found for the northeast corner of the 43.00 acre tract and the southeast corner of a 38.24 acre tract of land conveyed to Emogene Champion by said instrument of record in Volume 595, Page 288 of the Deed Records of Williamson County, Texas, therein designated as "Tract Two";

THENCE along the west line of the 230.70 acre tract and the east and north lines of said 38.24 acre tract the following two (2) courses:

1. North 08°17'02" West a distance of 572.35 (record - North 08°17'02" West a distance of 572.35 feet) to a 1/2" rebar found for the northeast corner of the 38.624 acre tract;
2. South 77°12'21" West a distance of 424.18 (record - South 77°12'21" West a distance of 424.18 feet) to a 1/2" rebar found for the northeast corner of the 38.624 acre tract;

THENCE North 20°19'13" West (record - North 20°19'13" West), along the west line of the 230.70 acre tract, the east line of the 38.24 acre tract, and the east line of a 21.543 acre tract of land conveyed to Mark Mason by instrument of record in Doc. No. 2007021744 of the Official Public Records of Williamson County, Texas, a distance of 604.86 feet (record - 604.86 feet) to a 1/2" rebar found for the northeast corner of the 21.543 acre tract and the southeast corner of a 19.758 acre tract of land conveyed to Michael W. Mason by instrument of record in Doc. No. 2007021745 of the Official Public Records of Williamson County, Texas;

THENCE North 20°35'14" West (record - North 20°35'14" West), along the west line of the 230.70 acre tract and the east line of said 19.758 acre tract, a distance of 459.92 feet (record - 459.92 feet) to a 1/2" rebar found for the northeast corner of the 19.758 acre tract and the southeast corner of said 34.746 acre tract;

THENCE North 20°42'08" West (record - North 20°42'08" West), along the west line of the 230.70 acre tract and the east line of the 34.746 acre tract, passing at a distance of 902.60 feet (record - 902.60 feet) a 1/2" rebar found for the northeast corner of the 34.746 acre tract and the southeast corner of a 20.00 acre tract of land conveyed to the City of Liberty Hill by instrument of record in Doc. No. 2012032250 of the Official Public Records of Williamson County, Texas, and continuing

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along the west line of the 230.70 acre tract and the east line of said 20.00 acre tract for a total distance of 1197.16 feet (record - 1197.16 feet) to a calculated point for the northwest corner of the 230.70 acre tract and the southwest corner of said Lot 2, Hamilton Subdivision;

THENCE along the north line of the 230.70 acre tract and the south line of Lot 2, Hamilton Subdivision, the following six (6) courses:

1. North 70°41'00" East a distance of 397.85 (record - North 70°41'56" East a distance of 396.79) to a 1/2" rebar found;
2. North 66°15'13" East a distance of 161.71 (record - North 66°16'09" East a distance of 161.69) to a 1/2" rebar found;
3. North 54°02'41" East a distance of 58.65 (record - North 54°00'09" East a distance of 58.66) to a 1/2" rebar found;
4. North 65°58'55" East a distance of 94.57 (record - North 66°07'09" East a distance of 94.66) to a 1/2" rebar found;
5. North 89°16'53" East a distance of 39.31 (record - North 89°06'09" East a distance of 94.24) to a 1/2" rebar found;
6. North 72°09'38" East a distance of 259.54 (record - North 72°10'09" East a distance of 259.64) to the POINT OF BEGINNING.

This tract contains 230.70 acres of land, more or less, out of the William H. Monroe Survey, Abstract Number 453, and the Henry Garmes Survey, Abstract no. 269, both in Williamson County, Texas.

327.79 ACRE TRACT

COMMENCING at a 1/2" rebar found for the northwest corner of a 3.16 acre tract of land conveyed to the Pedernales Electric Cooperative, Inc. by instrument of record in Doc. No. 2006040305 of the Official Public Records of Williamson County, Texas, the southwest corner of a 5.94 acre tract of land conveyed to Carolyn Miller and Leonard Miller by deed of record in Volume 681, Page 342 of the Deed Records of Williamson County, Texas, and being in the easterly right-of-way line of County Road 266 (R.O.W. varies), from which a 1/2" rebar found for the northeast corner of said 230.70 acre tract, the southeast corner of Lot 2, Hamilton Subdivision, a subdivision of record in Doc. No. 1993014740 of the Official Public Records of Williamson County, Texas, the northeast corner of a 4.01 acre tract of land conveyed to David Harp and Cynthia Marie Caughtfield Harp by instrument of record in Doc. No. 1996021719 of the Official Public Records of Williamson County, and being in the westerly right-of-way line of County Road 266 (R.O.W. varies), bears South 58°49'44" West a distance of 35.72 feet [Point of Commencing Coordinates: Northing=10,202,737.02; Easting= 3,075,522.82];

THENCE South 10°30'51" East (record - South 10°30'51" East), along the westerly line of said 3.16 acre tract and the easterly right-of-way line of said County Road 266, a distance of 30.38 feet (record - a distance of 30.38 feet) to a 1/2" rebar found for the southwest corner of the 3.16 acre tract and the northwest corner of a 1.43 acre tract of land conveyed to Chisholm Trail Special Utility District by instrument of record in Doc. No. 2012071092 of the Official Public Records of Williamson County, Texas;

THENCE South 12°46'29" East (record - South 12°46'29" East), along the westerly line of said 1.43 acre tract and the easterly right-of-way line of said County Road 266, a distance of 25.23 feet (record - a distance of 25.23 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc" for the southwest corner of the 1.43 acre tract and the northwest corner of the 327.79 acre tract, and being the POINT OF BEGINNING [Point of Commencing Coordinates: Northing=10,202,682.54; Easting= 3,075,533.94];

THENCE along the north line of the 327.79 acre tract and the southerly line of the 1.43 acre tract, the following five (5) courses:

1. North 69°24'31" East a distance of 1604.24 feet (record - North 69°24'31" East a distance of 1604.24 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
2. South 11°19'39" East a distance of 269.65 feet (record - South 11°19'39" East a distance of 269.65 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
3. North 69°24'00" East a distance of 350.61 feet (record - North 69°24'00" East a distance of 350.61 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
4. North 11°18'00" West a distance of 284.73 feet (record - North 11°18'00" West a distance of 284.73 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
5. South 69°22'01" West a distance of 25.34 feet (record - South 69°22'01" West a distance of 25.34 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc" in the east line of the 3.16 acre tract;

THENCE North 11°18'00" West (record - North 11°18'00" West), along the north line of the 327.79 acre tract the east line of the 3.16 acre tract, a distance of 40.54 feet (record - 40.54 feet) to a 1/2" rebar found for the northeast corner of the 3.16 acre tract and being in the south line of a 227.137 acre tract of land conveyed to F-L HM Owner, L.P. by instrument of record in Doc. No. 2014054131 of the Official Public Records of Williamson County, Texas;

Thence North 69°22'01" East (record - North 69°22'01" East), along the north line of the 327.79 acre tract and the south line of said 227.137 acre tract, a distance of 1005.09 feet (record - 1005.09 feet) to a 1/2" rebar found for the northeast corner of the 327.79 acre tract and being in the west line of a 136.97 acre tract of land conveyed to Bonnett Enterprises, Ltd by instrument of record in Doc. No. 2008035426 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found for the northwest corner of said 136.97 acre tract and being an angle point in the south line of the 227.137 acre tract, bears North 19°30'07" West feet (record - North 21°20'35" West) a distance of 13.42 feet;

THENCE along the easterly line of the 327.79 acre tract and the west line of the 136.97 acre tract the following four (4) courses:

1. South 21°21'47" East a distance of 748.32 feet (record - South 21°21'47" East a distance of 748.32 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
2. South 21°27'41" East a distance of 639.93 feet (record - South 21°27'41" East a distance of 639.93 feet) to a 1/2" rebar found;

3. South 21°41'13" East a distance of 690.87 feet (record - South 21°41'13" East a distance of 690.87 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
4. South 21°42'40" East a distance of 244.94 feet (record - South 21°42'40" East a distance of 244.94 feet) to a 1/2" rebar found for the southwest corner of the 136.97 acre tract and the northwest corner of a remainder of a 5.00 acre tract of land conveyed to Timothy L. Gibson and Bridget Ann Gibson by deed of record in Volume 2508, Page 6 of the Deed Records of Williamson County, Texas;

THENCE South 21°06'46" East (record - South 21°06'49" East), along the easterly line of the 327.79 acre tract, the west line of said remainder of 5.00 acre tract, and along the west line of a 3.066 acre tract of land conveyed to Mark Alexander, Bridget Gibson, and Cheryl Cervenka by instrument of record in Doc. No. 2013017775 of the Official Public Records of Williamson County, a distance of 428.37 feet (record - 428.37 feet) to a 1/2" rebar found for the southwest corner of said 3.066 acre tract and the northwest corner of a 5.00 tract of land conveyed to Mark Alexander and Joann Alexander by instrument of record in Doc. No. 199802644 of the Official Records of Williamson County;

THENCE South 21°33'31" East (record - South 21°33'31" East), along the easterly line of the 327.79 acre tract and the west line of said of 5.00 acre tract , a distance of 599.88 feet (record - 599.88 feet) to a 1/2" rebar found for the southwest corner of said 5.00 acre tract and being an angle point in the westerly line of a 76.97 tract of land conveyed to Alice Catherine Alexander by by deed of record in Volume 611, Page 699 of the Deed Records of Williamson County, Texas, .

THENCE along the easterly line of the 327.79 acre tract and the westerly line of said 76.97 acre tract, the following two (2) courses:

1. South 21°54'00" East a distance of 269.26 feet (record - South 21°54'00" East a distance of 269.26 feet) to a 1/2" rebar found;
2. South 22°09'33" East a distance of 62.24 feet (record - South 22°09'33" East a distance of 62.24 feet) to a 1/2" rebar found for the northwest corner of a 5.00 acre tract of land conveyed to Victor E. Landig, Jr. and Cathy Jayne Landig by instrument of record in Doc. No. 2006029147 of the Official Public. Records of Williamson County;

THENCE along the easterly line of the 327.79 acre tract and the west and south lines of said 5.00 acre tract, the following two (2) courses:

1. South 22°03'28" East a distance of 560.54 feet (record - South 22°03'28" East a distance of 560.54 feet) to a 1/2" rebar found for the southwest corner of the 5.00 acre tract;
2. North 68°33'37" East a distance of 438.82 feet (record - North 68°33'37" East a distance of 438.82 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc" for the southeast corner of the 5.00 acre tract and the southwest corner of a 5.865 acre tract of land conveyed to April D. Goldston by instrument of record in Doc. No. 2010062124 of the Official Public. Records of Williamson County;

THENCE along the easterly line of the 327.79 acre tract and the south line of said 5.865 acre tract, the following two (2) courses:

1. North 68°35'59" East a distance of 263.12 feet (record - North 68°35'59" East a distance of 263.12 feet) to a 1/2" rebar found;
2. North 68°42'39" East a distance of 623.44 feet (record - North 68°42'39" East a distance of 623.44 feet) to a 1/2" rebar found for the southeast corner of the 5.865 acre tract, being an angle point in the easterly line of the 327.79 acre tract, and being in the west right-of-way line of County Road 267 (R.O.W. varies);

THENCE along the easterly line of the 327.79 acre tract and the west right-of-way line of said County Road 267, the following six (6) courses:

1. South 16°04'02" West a distance of 826.82 feet (record - South 16°04'02" West a distance of 826.82 feet) to a 1/2" rebar found;
2. South 17°35'30" West a distance of 373.19 feet (record - South 17°35'30" West a distance of 373.19 feet) to a 1/2" rebar found;
3. South 17°40'03" West a distance of 516.92 feet (record - South 17°40'03" West a distance of 516.92 feet) to a 1/2" rebar found;
4. South 17°45'01" West a distance of 365.35 feet (record - South 17°45'01" West a distance of 365.35 feet) to a 1/2" rebar found;
5. South 16°35'03" West a distance of 191.68 feet (record - South 16°35'03" West a distance of 191.68 feet) to an iron pipe found;
6. South 14°36'17" West a distance of 170.36 feet (record - South 14°36'17" West a distance of 170.36 feet) to a 1/2" rebar found for northeast corner of a 10.00 acre tract of land conveyed to A.S. Event Center by instrument of record in Doc. No. 2003090619 of the Official Public Records of Williamson County;

THENCE along the easterly line of the 327.79 acre tract and the north, west and south lines of said 10.00 acre tract, the following three (3) courses:

1. South 66°27'07" West a distance of 852.12 feet (record - South 66°27'07" West a distance of 852.12 feet) to a 1/2" rebar found for the northwest corner of the 10.00 acre tract;
2. South 05°44'14" West a distance of 604.88 feet (record - South 05°44'14" West a distance of 604.88 feet) to a 1/2" rebar found for the southwest corner of the 10.00 acre tract;
3. North 87°19'10" East a distance of 465.08 feet (record - North 87°19'10" East a distance of 465.08 feet) to a 1/2" rebar found for the southeast corner of the 10.00 acre tract in the west right-of-way line of County Road 267;

THENCE South 17°31'00" West (record - South 17°31'00" West), along the easterly line of the 327.79 acre tract and the west right-of-way line of County Road 267, a distance of 335.09 feet (record -335.09 feet) to a 60d nail found in a fence post for the southeast corner of the 327.79 acre tract, and being the point of intersection of the west right-of-way line of County Road 267 and the northerly right-of-way line of County Road 266;

THENCE along the south line of the 327.79 acre tract and the northerly right-of-way line of County Road 266, the following seven (7) courses:

1. South 51°44'53" West a distance of 55.21 feet (record - South 51°44'53" West a distance of 55.21 feet) to a 60d nail found in the base of a tree;
2. South 80°09'00" West a distance of 44.98 feet (record - South 80°09'00" West a distance of 44.98 feet) to a 60d nail found in the base of a tree;
3. North 82°18'12" West a distance of 179.19 feet (record - North 82°18'12" West a distance of 179.19 feet) to a 1/2" rebar found;
4. North 82°07'47" West a distance of 341.84 feet (record - North 82°07'47" West a distance of 341.84 feet) to a 1/2" rebar found;
5. North 76°20'42" West a distance of 83.65 feet (record - North 76°20'42" West a distance of 83.65 feet) to a 60d nail found in the base of a tree;
6. North 74°46'28" West a distance of 70.00 feet (record - North 74°46'28" West a distance of 70.00 feet) to a 1/2" rebar found;
7. North 73°56'43" West a distance of 113.46 feet (record - North 73°56'43" West a distance of 113.46 feet) to a 1/2" rebar found for the southwest corner of the 327.79 acre tract;

THENCE along the west line of the 327.79 acre tract and the easterly right-of-way line of County Road 266, the following fifty (50) courses:

1. North 24°25'57" West a distance of 93.03 feet (record - North 24°25'57" West a distance of 93.03 feet) to a 60d nail found in the base of a tree;
2. North 17°11'25" West a distance of 443.82 feet (record - North 17°11'25" West a distance of 443.82 feet) to a 1/2" rebar found;
3. North 14°23'15" West a distance of 103.26 feet (record - North 14°23'15" West a distance of 103.26 feet) to a 1/2" rebar found;
4. North 08°37'57" West a distance of 75.27 feet (record - North 08°37'57" West a distance of 75.27 feet) to a 60d nail found in the base of a tree;
5. North 08°13'20" West a distance of 152.73 feet (record - North 08°13'20" West a distance of 152.73 feet) to a 1/2" rebar found;
6. North 03°21'57" East a distance of 152.83 feet (record - North 03°21'57" East a distance of 152.83 feet) to a 60d nail found in the base of a tree;
7. North 03°09'03" East a distance of 177.62 feet (record - North 03°09'03" East a distance of 177.62 feet) to a 1/2" rebar found;
8. North 03°09'58" East a distance of 127.35 feet (record - North 03°09'58" East a distance of 127.35 feet) to a 60d nail found;

9. North 00°48'25" East a distance of 132.62 feet (record - North 00°48'25" East a distance of 132.62 feet) to a 1/2" rebar found;
10. North 70°13'23" West a distance of 14.05 feet (record - North 70°13'23" West a distance of 14.05 feet) to a 1/2" rebar found;
11. North 03°28'12" East a distance of 45.34 feet (record - North 03°28'12" East a distance of 45.34 feet) to a 1/2" rebar found;
12. North 03°58'46" East a distance of 154.32 feet (record - North 03°58'46" East a distance of 154.32 feet) to a 1/2" rebar found;
13. North 04°18'06" East a distance of 59.61 feet (record - North 04°18'06" East a distance of 59.61 feet) to a 1/2" rebar found;
14. North 09°03'35" East a distance of 325.14 feet (record - North 09°03'35" East a distance of 325.14 feet) to a 1/2" rebar found;
15. North 09°04'57" East a distance of 84.09 feet (record - North 09°04'57" East a distance of 84.09 feet) to a 1/2" rebar found;
16. North 00°25'19" East a distance of 51.00 feet (record - North 00°25'19" East a distance of 51.00 feet) to a 1/2" rebar found;
17. North 03°12'51" West a distance of 41.32 feet (record - North 03°12'51" West a distance of 41.32 feet) to a 60d nail found;
18. North 08°52'38" West a distance of 59.36 feet (record - North 08°52'38" West a distance of 59.36 feet) to a 1/2" rebar found;
19. North 21°53'31" West a distance of 108.62 feet (record - North 21°53'31" West a distance of 108.62 feet) to a 1/2" rebar found;
20. North 29°55'12" West a distance of 263.41 feet (record - North 29°55'12" West a distance of 263.41 feet) to a 1/2" rebar found;
21. North 38°45'21" West a distance of 234.78 feet (record - North 38°45'21" West a distance of 234.78 feet) to a 1/2" rebar found;
22. North 36°40'10" West a distance of 136.61 feet (record - North 36°40'10" West a distance of 136.61 feet) to a 1/2" rebar found;
23. North 37°05'41" West a distance of 94.55 feet (record - North 37°05'41" West a distance of 94.55 feet) to a 1/2" rebar found;
24. North 36°08'55" West a distance of 82.59 feet (record - North 36°08'55" West a distance of 82.59 feet) to a 1/2" rebar found;
25. North 53°44'13" West a distance of 101.89 feet (record - North 53°44'13" West a distance of 101.89 feet) to a 1/2" rebar found;

26. North 54°16'13" West a distance of 57.61 feet (record - North 54°16'13" West a distance of 57.61 feet) to a 1/2" rebar found;
27. North 58°49'06" West a distance of 139.71 feet (record - North 58°49'06" West a distance of 139.71 feet) to a 1/2" rebar found;
28. North 59°02'12" West a distance of 88.23 feet (record - North 59°02'12" West a distance of 88.23 feet) to a 1/2" rebar found;
29. North 58°37'10" West a distance of 215.17 feet (record - North 58°37'10" West a distance of 215.17 feet) to a 1/2" rebar found;
30. North 58°09'02" West a distance of 178.14 feet (record - North 58°09'02" West a distance of 178.14 feet) to a 1/2" rebar found;
31. North 60°08'02" West a distance of 116.38 feet (record - North 60°08'02" West a distance of 116.38 feet) to a 60d nail found;
32. North 57°27'15" West a distance of 160.15 feet (record - North 57°27'15" West a distance of 160.15 feet) to a 1/2" rebar found;
33. North 57°20'46" West a distance of 51.68 feet (record - North 57°20'46" West a distance of 51.68 feet) to a 60d nail found;
34. North 54°51'18" West a distance of 71.89 feet (record - North 54°51'18" West a distance of 71.89 feet) to a 1/2" rebar found;
35. North 60°47'05" West a distance of 115.69 feet (record - North 60°47'05" West a distance of 115.69 feet) to a 1/2" rebar found;
36. North 60°15'04" West a distance of 55.78 feet (record - North 60°15'04" West a distance of 55.78 feet) to a 60d nail found;
37. North 71°12'58" West a distance of 218.95 feet (record - North 71°12'58" West a distance of 218.95 feet) to a 1/2" rebar found;
38. North 63°36'05" West a distance of 22.35 feet (record - North 63°36'05" West a distance of 22.35 feet) to a 60d nail found;
39. North 62°46'02" West a distance of 79.62 feet (record - North 62°46'02" West a distance of 79.62 feet) to a 60d nail found;
40. North 61°47'42" West a distance of 242.11 feet (record - North 61°47'42" West a distance of 242.11 feet) to a 60d nail found;
41. North 58°44'40" West a distance of 240.81 feet (record - North 58°44'40" West a distance of 240.81 feet) to a 60d nail found in a fence post;
42. North 49°47'23" West a distance of 101.30 feet (record - North 49°47'23" West a distance of 101.30 feet) to a 60d nail found in a fence post;

43. North 45°39'04" West a distance of 174.54 feet (record - North 45°39'04" West a distance of 174.54 feet) to a 1/2" rebar found;
44. North 36°52'51" West a distance of 53.64 feet (record - North 36°52'51" West a distance of 53.64 feet) to a 60d nail found;
45. North 29°06'17" West a distance of 437.83 feet (record - North 29°06'17" West a distance of 437.83 feet) to a 1/2" rebar found;
46. North 27°50'09" West a distance of 386.84 feet (record - North 27°50'09" West a distance of 386.84 feet) to a 1/2" rebar found;
47. North 26°13'46" West a distance of 581.24 feet (record - North 26°13'46" West a distance of 581.24 feet) to a 1/2" rebar found;
48. North 17°57'38" West a distance of 192.26 feet (record - North 17°57'38" West a distance of 192.26 feet) to a 1/2" rebar found;
49. North 13°15'16" West a distance of 67.93 feet (record - North 13°15'16" West a distance of 67.93 feet) to a steel fence post;
50. North 12°46'29" West a distance of 55.69 feet (record - North 12°46'32" West a distance of 55.69 feet) to the POINT OF BEGINNING.

This parcel contains 327.79 acres of land, more or less, out of the William H. Monroe Survey, Abstract Number 453, and the Henry Garmes Survey, Abstract no. 269, both in Williamson County, Texas.

SAVE AND EXCEPT: 2.448 ACRES

BEING 2.448 ACRES OF LAND, CONFIGURED AS A 30 FOOT WIDE STRIP, OUT OF THE HENRY GARMES SURVEY, ABSTRACT NUMBER 269 AND THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453, BOTH IN WILLIAMSON COUNTY, TEXAS, CONVEYED TO THE CITY OF LEANDER BY INSTRUMENT OF RECORD IN DOC. NO. 2015083906 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point for the northwest corner of the 2.448 acre tract, being in the west line of a 230.70 acre tract of land conveyed to Caughfield Ranch Ltd. by instrument of record in Doc. 2014074560 of the Official Public Records of Williamson County, Texas and the east line of a 43.00 acre tract of land conveyed to Ina Dale Craven by instrument of record in Volume 595, Page 288 of the Deed Records of Williamson County, Texas, therein designated as "Tract One", from which a 1/2" rebar found for the northeast corner of said 43.00 acre tract, the southeast corner of a 38.24 acre tract of land conveyed to Emogene Champion by said instrument of record in Volume 595, Page 288 of the Deed Records of Williamson County, Texas, therein designated as "Tract Two", and being in the west line of said 230.70 acre tract, bears North 05°28'53" West (record - North 05°28'53" West) a distance of 1162.48 feet [Point of Beginning Coordinates: Northing=10,198,621.64; Easting=3,075,950.70];

THENCE crossing through the 230.70 acre tract, along the north line of the 2.448 acre tract, the following twenty four (24) courses:

1. South 67°49'22" East a distance of 302.99 feet to a calculated point;
2. North 63°40'24" East a distance of 95.41 feet to a calculated point for a point of curvature;
3. Along a tangential curve to the right having a radius of 30.00 feet, an arc length of 47.12 feet, a delta angle of 90°00'00", and having a chord which bears South 71°19'36" East a distance of 42.43 feet to a calculated point for a point of tangency;
4. South 26°19'36" East a distance of 141.46 feet to a calculated point;
5. South 64°16'56" East a distance of 171.88 feet to a calculated point;
6. South 42°43'08" East a distance of 100.03 feet to a calculated point;
7. South 59°25'18" East a distance of 143.74 feet to a calculated point;
8. South 61°01'12" East a distance of 261.42 feet to a calculated point;
9. South 59°20'35" East a distance of 39.44 feet to a calculated point;
10. North 84°04'04" East a distance of 115.46 feet to a calculated point for a point of curvature;
11. Along a tangential curve to the right having a radius of 155.00 feet, an arc length of 229.31 feet, a delta angle of 84°45'48", and having a chord which bears South 53°33'01" East a distance of 208.96 feet to a calculated point for a point of tangency;
12. South 11°10'07" East a distance of 81.03 feet to a calculated point;
13. South 48°22'44" East a distance of 264.55 feet to a calculated point;
14. South 48°02'02" East a distance of 113.63 feet to a calculated point;
15. South 82°26'54" East a distance of 79.37 feet to a calculated point for a point of curvature;
16. Along a tangential curve to the right having a radius of 155.00 feet, an arc length of 135.84 feet, a delta angle of 50°12'53", and having a chord which bears South 57°20'27" East a distance of 131.54 feet to a calculated point for a point of tangency;
17. South 32°14'00" East a distance of 81.99 feet to a calculated point;
18. South 61°30'27" East a distance of 94.43 feet to a calculated point;
19. South 60°28'45" East a distance of 171.66 feet to a calculated point;
20. South 60°33'09" East a distance of 264.46 feet to a calculated point;
21. South 61°14'35" East a distance of 183.33 feet to a calculated point;

22. South 57°28'52" East a distance of 149.01 feet to a calculated point;
23. South 61°29'48" East a distance of 192.42 feet to a calculated point;
24. South 75°05'21" East a distance of 161.15 feet to a calculated point for the northeast corner of the 2.448 acre tract, being in the east line of the 230.70 acre tract and the westerly right-of-way line of County Road 266 (R.O.W. varies);

THENCE South 29°51'22" West (record - South 29°51'22" West), along the east line of the 2.448 acre tract and the westerly right-of-way line of County Road 266, a distance of 31.05 feet (record - 31.05 feet) to a calculated point for the southeast corner of the 2.448 acre tract, from which a calculated point in the approximate centerline of the South San Gabriel River, for the southeast corner of the 230.70 acre tract, the southwest corner of the right-of-way of County Road 266, and being in the north line of Lot 47, South San Gabriel Ranches, a subdivision of record in Volume B, Pages 86-87 of the Plat Records of Williamson County, Texas, bears South 29°51'22" East (record - South 29°51'22" East), passing at a distance of 84.99 feet (record - 84.99 feet) a 1/2" rebar found, and continuing for a total distance of 166.49 feet;

THENCE crossing through the 230.70 acre tract, along the south line of the 2.448 acre tract, the following twenty four (24) courses:

1. North 75°05'21" West a distance of 156.72 feet to a calculated point;
2. North 61°29'48" West a distance of 197.05 feet to a calculated point;
3. North 57°28'52" West a distance of 149.07 feet to a calculated point;
4. North 61°14'35" West a distance of 182.52 feet to a calculated point;
5. North 60°33'09" West a distance of 264.66 feet to a calculated point;
6. North 60°28'45" West a distance of 171.41 feet to a calculated point;
7. North 61°30'27" West a distance of 101.99 feet to a calculated point;
8. North 32°14'00" West a distance of 89.82 feet to a calculated point for a point of curvature;
9. Along a tangential curve to the left having a radius of 125.00 feet, an arc length of 109.55 feet, a delta angle of 50°12'53", and having a chord which bears North 57°20'27" West a distance of 106.08 feet to a calculated point for a point of tangency;
10. North 82°26'54" West a distance of 88.66 feet to a calculated point;
11. North 48°02'02" West a distance of 122.83 feet to a calculated point;
12. North 48°22'44" West a distance of 274.56 feet to a calculated point;
13. North 11°10'07" West a distance of 91.13 feet to a calculated point for a point of curvature;

14. Along a tangential curve to the left having a radius of 125.00 feet, an arc length of 184.92 feet, a delta angle of $84^{\circ}45'48''$, and having a chord which bears North $53^{\circ}33'01''$ West a distance of 168.52 feet to a calculated point for a point of tangency;
15. South $84^{\circ}04'04''$ West a distance of 125.38 feet to a calculated point;
16. North $59^{\circ}20'35''$ West a distance of 48.91 feet to a calculated point;
17. North $61^{\circ}01'12''$ West a distance of 261.40 feet to a calculated point;
18. North $59^{\circ}25'18''$ West a distance of 148.56 feet to a calculated point;
19. North $42^{\circ}43'08''$ West a distance of 98.72 feet to a calculated point;
20. North $64^{\circ}16'56''$ West a distance of 176.49 feet to a calculated point;
21. North $26^{\circ}19'36''$ West a distance of 151.78 feet to a calculated point;
22. South $63^{\circ}40'24''$ West a distance of 95.41 feet to a calculated point for a point of curvature;
23. Along a tangential curve to the right having a radius of 30.00 feet, an arc length of 25.40 feet, a delta angle of $48^{\circ}30'14''$, and having a chord which bears South $87^{\circ}55'31''$ West a distance of 24.64 feet to a calculated point for a point of tangency;
24. North $67^{\circ}49'22''$ West a distance of 287.27 feet to a calculated point for the southwest corner of the 2.448 acre tract, in the west line of the 230.70 acre tract and the east line of the 43.00 acre tract, from which a 1/2" rebar set with plastic cap which reads "Baseline Inc" for the southwest corner of the 230.70 acre tract, the southeast corner of the 43.00 acre tract, and the northeast corner of a 6.669 acre tract of land conveyed to Emogene M. Champion by instrument of record in Doc. No. 2008083903 of the Official Public Records of Williamson County, Texas, bears South $05^{\circ}28'53''$ East (record - South $05^{\circ}28'53''$ East) a distance of 38.86 feet;

THENCE North $05^{\circ}28'53''$ West (record - North $05^{\circ}28'53''$ West), along the west line of the 2.448 acre tract and the east line of the 43.00 acre tract, a distance of 33.87 feet (record - 33.87 feet) to the POINT OF BEGINNING.

This tract contains 2.448 acres of land, more or less, out of the Henry Garmes Survey, Abstract Number 269 in Williamson County, Texas.

SAVE AND EXCEPT: A 0.2568 of one acre tract set aside as a "Director's Lot"

BEING 0.2568 OF ONE ACRE OF LAND OUT OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453 IN WILLIAMSON COUNTY, TEXAS AND BEING OUT OF A 230.70 ACRE TRACT CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found in the west line of said 230.70 acre tract, being in the east line of a 2.27 acre wastewater line easement (15' wide) conveyed to the Lower Colorado River Authority by instrument of record in Doc. No. 2006079556 of the Official Public Records of Williamson County, Texas and known as "Tract 2" therein, and also being in the west right-of-way line of County Road 266 (R.O.W. varies);

THENCE South 31°59'44" West, crossing through the 230.70 acre tract and said 15' wide wastewater line easement, a distance of 15.00 feet to a calculated point in the west line of the 15' wide wastewater line easement for the POINT OF BEGINNING.

THENCE continuing through the 230.70 acre tract, along the west line of the 15' wide wastewater line easement the following two (2) courses:

1. South 58°00'16" East, along a line 15.00 feet southwesterly of, as measured perpendicularly, and parallel with the east line of the 230.70 acre tract, the west line of the 15' wide wastewater line easement, and the west right-of-way line of County Road 266, a distance of 78.89 feet to a calculated point;
2. South 11°18'12" East a distance of 122.19 feet to a calculated point for a point of curvature;

THENCE continuing through the 230.70 acre tract the following three (3) courses:

1. Along a non-tangential curve to the left, having a radius of 325.00 feet, a length of 30.86 feet, a delta angle of 05°26'25" and a chord, which bears South 75°17'11" West a distance of 30.85 feet to a calculated point;
2. North 17°26'02" West a distance of 72.67 feet to a calculated point;
3. North 44°02'34" West a distance of 246.04 feet to a calculated point in the west line of the 15' wide wastewater line easement;

THENCE continuing through the 230.70 acre tract, along the west line of the 15' wide wastewater line easement, being a line 15.00 feet southwesterly of, as measured perpendicularly, and parallel with the east line of the 230.70 acre tract, the west line of the 15' wide wastewater line easement, and the west right-of-way line of County Road 266, the following two (2) courses:

1. South 60°27'34" East a distance of 111.88 feet to a calculated point;
2. South 57°56'10" East a distance of 40.65 feet to the POINT OF BEGINNING.

This parcel contains 0.2568 of one acre of land, more or less, out of the William H. Monroe Survey, Abstract Number 453 in Williamson County, Texas

SAVE AND EXCEPT: A 0.7526 of one acre tract set aside as a "Director's Lot"

BEING 0.7526 OF ONE ACRE OF LAND OUT OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453 IN WILLIAMSON COUNTY, TEXAS AND BEING OUT OF A 327.79 ACRE TRACT CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF

WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found in the east line of said 327.79 acre tract, being the southwest corner of a 136.97 acre tract of land conveyed to Bonnett Enterprises, Ltd by instrument of record in Document Number 2008035423 of the Official Public Records of Williamson County, Texas and the northwest corner of a remainder of a 5.00 acre tract of land conveyed to Timothy L. Gibson and Bridget Ann Gibson by deed of record in Volume 2508, Page 6 of the Deed Records of Williamson County, Texas;

THENCE South 32°22'53" West, crossing through the 327.79 acre tract a distance of 551.73 feet to a calculated point for the POINT OF BEGINNING.

THENCE continue through the 327.79 acre tract the following nine (9) courses:

1. Along a non-tangential curve to the left, having a radius of 425.00 feet, a length of 67.87 feet, a delta angle of 09°08'59" and a chord, which bears South 25°33'20" East a distance of 67.80 feet to a calculated point;
2. South 49°46'52" West a distance of 66.69 feet to a calculated point;
3. South 76°23'56" West a distance of 108.11 feet to a calculated point;
4. South 05°23'07" East a distance of 131.47 feet to a calculated point for a point of curvature;
5. Along a non-tangential curve to the left, having a radius of 60.00 feet, a length of 116.24 feet, a delta angle of 111°00'00" and a chord, which bears South 12°03'52" West a distance of 98.90 feet to a calculated point;
6. South 63°02'25" West a distance of 23.28 feet to a calculated point;
7. South 17°14'58" West a distance of 8.08 feet to a calculated point;
8. North 10°51'49" West a distance of 321.59 feet to a calculated point;
9. North 74°44'35" East a distance of 226.83 feet to the POINT OF BEGINNING.

This parcel contains 0.7526 of one acre of land, more or less, out of the William H. Monroe Survey, Abstract Number 453 in Williamson County, Texas.

SAVE AND EXCEPT: A 10.00 acre tract set aside as a "Director's Lot"

BEING 10.00 ACRES OF LAND OUT OF THE HENRY GARMES SURVEY, ABSTRACT NUMBER 269 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A 327.79 ACRE TRACT OF LAND CONVEYED TO CAUGHFIEL RANCH, LTD. BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar set with plastic cap which reads "Baseline Inc." for an angle point in the west line of said 327.79 acre tract and the east right-of-way line of County Road 266 (R.O.W. varies), from which a 1/2" rebar found for an angle point in the west line of the 327.79 acre tract and the east right-of-way line of said County Road 266, bears North 08°13'20" West (record - North 08°20'03" West) a distance of 86.37 feet;

THENCE South 52°25'30" East, crossing through the 327.79 acre tract a distance of 901.03 feet to a 1/2" rebar found for an angle point in the easterly line of the 327.79 acre tract and being the southwest corner of a 10.00 acre tract of land conveyed to A.S. Event Center by instrument of record in Doc. No. 2003090619 of the Official Public Records of Williamson County, from which a 1/2" rebar found for an angle point in the easterly line of the 327.79 acre tract and being the northwest corner of said 10.00 acre tract, bears North 05°44'14" East a distance of 604.88 feet (record - North 05°44'14" East a distance of 604.88 feet);

THENCE North 87°19'10" East (record - North 87°19'10" East), along the easterly line of the 327.79 acre tract and the south line of the 10.00 acre tract, a distance of 465.08 feet (record - 465.08 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc." for the southeast corner of said 10.00 acre tract in the west right-of-way line of County Road 267 (R.O.W. varies);

THENCE South 17°31'00" West (record - South 17°31'00" West), along the easterly line of the 327.79 acre tract and the west right-of-way line of said County Road 267, a distance of 335.09 feet (record - 335.09 feet) to a 60d nail found in a fence post for the southeast corner of the 327.79 acre tract, and being the point of intersection of the west right-of-way line of County Road 267 and the northerly right-of-way line of County Road 266;

THENCE along the south line of the 327.79 acre tract and the northerly right-of-way line of said County Road 266, the following seven (7) courses:

1. South 51°44'53" West a distance of 55.21 feet (record - South 51°44'53" West a distance of 55.21 feet) to a 60d nail found in the base of a tree;
2. South 80°09'00" West a distance of 44.98 feet (record - South 80°09'00" West a distance of 44.98 feet) to a 60d nail found in the base of a tree;
3. North 82°18'12" West a distance of 179.19 feet (record - North 82°18'12" West a distance of 179.19 feet) to a 1/2" rebar found;
4. North 82°07'47" West a distance of 341.84 feet (record - North 82°07'47" West a distance of 341.84 feet) to a 1/2" rebar found;
5. North 76°20'42" West a distance of 83.65 feet (record - North 76°20'42" West a distance of 83.65 feet) to a 60d nail found in the base of a tree;
6. North 74°46'28" West a distance of 70.00 feet (record - North 74°46'28" West a distance of 70.00 feet) to a 1/2" rebar found;
7. North 73°56'43" West a distance of 113.46 feet (record - North 73°56'43" West a distance of 113.46 feet) to a 1/2" rebar found for the southwest corner of the 327.79 acre tract;

THENCE along the west line of the 327.79 acre tract and the east right-of-way line of County Road 266, the following seven (7) courses:

1. North 24°25'57" West a distance of 93.03 feet (record - North 24°25'57" West a distance of 93.03 feet) to a 60d nail found in the base of a tree;
2. North 17°11'25" West a distance of 443.82 feet (record - North 17°11'25" West a distance of 443.82 feet) to a 1/2" rebar found;
3. North 14°23'15" West a distance of 103.26 feet (record - North 14°23'15" West a distance of 103.26 feet) to a 1/2" rebar found;
4. North 08°37'57" West a distance of 75.27 feet (record - North 08°37'57" West a distance of 75.27 feet) to a 60d nail found in the base of a tree;
5. North 08°13'20" West a distance of 66.37 feet (record - North 08°13'20" West a distance of 66.37 feet) to the POINT OF BEGINNING.

This parcel contains 10.00 acres of land, more or less, out of the Henry Garmes Survey, Abstract Number 269 in Williamson County, Texas.

THE NET COMBINED ACREAGE OF TRACT ONE IS 545.0326 ACRES.

TRACT TWO: 7.517 ACRES

BEING 7.517 ACRES OF LAND, OUT OF THE JOHN R. ROBINSON SURVEY, ABSTRACT NUMBER 521 IN WILLIAMSON COUNTY, TEXAS, CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014068604 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the southwest corner of said 7.517 acre tract and being the northwest corner of a 34.746 acre tract of land conveyed to Caughfield Ranch, Ltd. by instrument of record in Doc. No. 2014068653 of the Official Public Records of Williamson County, Texas, and also being in the east right-of-way line of U.S. 183 (R.O.W. varies), being 200.00 feet left of and perpendicular to Engineer's Centerline Station (E.C.S.)177+43.93;

THENCE North 21°03'51" West (record: North 21°03'51" West), along the west line of the 7.517 acre tract and the east right-of-way line of said U.S. 183 a distance of 400.50 feet (record: 400.50 feet) to a 1/2" rebar found with cap, which reads "SAM, INC." for the northwest corner of the 7.517 acre tract and being the southwest corner of the remainder of a 1.533 acre tract of land conveyed to the City of Liberty Hill, Texas by instrument of record in Document Number 2012032250 of the Official Public Records of Williamson County, Texas, being known therein as "Tract 2" and being 200 feet left of and perpendicular to E.C.S. 173+43.16;

THENCE North 68°55'20" East (record: North 68°55'20" East), along the north line of the 7.517 acre tract and the south line of said remainder of a 1.533 acre tract a distance of 731.95 feet (record -- 731.95 feet) to a 1/2" rebar found with plastic cap (illegible) for the west corner of a 0.026 of one acre tract of land conveyed to the City of Liberty Hill, Texas in said Document Number 2012032250 and known therein as "Tract 4" for a point of curvature;

THENCE along the north line of the 7.517 acre tract and the south line of said 0.026 of one acre tract, being a tangential curve to the left, having a radius of 50.00 feet (record: 50.00 feet), a length of 92.54 feet (record: 92.54 feet), a delta angle of 106°02'34" (record: 106°02'34") and a chord, which bears North 68°56'26" East a distance of 79.89 feet (record: North 68°56'26" East a distance of 79.89 feet) to a 1/2" rebar found with plastic cap (illegible) for the east corner of the 0.026 of one acre tract and being in the south line of the remainder of a 1.533 acre tract for a point of tangency;

THENCE North 68°25'29" East (record: North 68°25'29" East), along the north line of the 7.517 acre tract and the south line of the 1.533 acre tract a distance of 9.75 feet (record: 9.75 feet) to a 1/2" rebar found with plastic cap, which reads "LCRA" for the northeast corner of the 7.517 acre tract and being the southeast corner of the remainder of a 1.533 acre tract and also being in the west line of a 20.000 acre tract of land conveyed to City of Liberty Hill, Texas by instrument of record in said Document Number 2012032250 and known therein as "Tract 1"; from which a 1/2" rebar found with plastic cap, which reads "LCRA" for the northeast corner of the remainder of a 1.533 acre tract and being in the west line of said 20.000 acre tract bears North 20°40'12" West a distance of 59.98 feet (record: North 20°40'03" West a distance of 60.00 feet);

THENCE South 20°40'12" East (record: South 20°40'12" East), along the east line of the 7.517 acre tract and the west line of the 20.000 acre tract a distance of 400.69 feet (record - 400.69 feet) to a 1/2" rebar found with plastic cap, which reads "LCRA" for the southeast corner of the 7.517 acre tract, being the southwest corner of the 20.000 acre tract, and also being in the north line of said 34.746 acre tract;

THENCE South 68°55'49" West (record: South 69°55'49" West), along the south line of the remainder of a 7.517 acre tract and the north line of the 34.746 acre tract, a distance of 818.83 feet (record - 818.83 feet) to the POINT OF BEGINNING.

This parcel contains 7.517 acres of land, more or less, out of the John B. Robinson Survey, Abstract Number 521 in Williamson County, Texas.

TRACT THREE: 34.746 ACRES

BEING 34.746 ACRES OF LAND, OUT OF THE JOHN R. ROBINSON SURVEY, ABSTRACT NUMBER 521 IN WILLIAMSON COUNTY, TEXAS, CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014068653 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, KNOWN THEREIN AS "TRACT FOUR" AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the northwest corner of said remainder of a 34.746 acre tract, being the southwest corner of a 7.517 acre tract of land conveyed to Caughfield Ranch, Ltd. by instrument of record in Doc. No. 2014068604 of the Official Public Records of Williamson County, Texas, and also being in the east right-of-way line of U.S. 183 (R.O.W. varies), being 200.00 feet left of and perpendicular to Engineer's Centerline Station (E.C.S.)177+43.93;

THENCE North 68°55'49" East (record: North 69°55'49" East), along the north line of the 34.746 acre tract and the south line of said 7.517 acre tract, passing at a distance of 818.83 feet (record - 818.83 feet) a 1/2" rebar found with cap, which reads "LCRA" for the southeast corner of the 7.517 acre tract and the southwest corner of a 20.000 acre tract of land conveyed to City of Liberty Hill, Texas by instrument of record in Do. No. 2012032250 of the Official Public Records of Williamson

County, Texas, and continuing along the north line of the 34.746 acre tract and the south line of said 20.000 acre tract for a total distance of 1787.70 feet (record – 1787.70 feet) to a 1/2" rebar found for the northeast corner of the 34.746 acre tract, being the southeast corner of the 20.000 acre tract, and also being in the west line of a 230.70 acre tract of land conveyed to Caughfield Ranch, Ltd. by instrument of record in Document Number 2014074560 of the Official Public Records of Williamson County, Texas;

THENCE South 20°42'08" East (record: South 20°42'08" East), along the east line of the 34.746 acre tract and the west line of said 230.70 acre tract, a distance of 902.60 feet (record: 902.60 feet) to a 1/2" rebar found for the southeast corner of the 34.746 acre tract and the northeast corner of a 19.758 acre tract of land conveyed to Michael W. Mason by instrument of record in Document Number 2007021745 of the Official Public Records of Williamson County, Texas;

THENCE South 68°55'24" West (record: South 68°55'24" West), along the south line of the 34.746 acre tract and the north line of said 19.758 acre tract, passing at a distance of 872.22 feet (record: 872.22 feet) a calculated point for an angle point in the north line of the 19.758 acre tract and being the northeast corner of a 1.78 acre tract of land conveyed to Michael W. Mason by instrument of record in Volume 1270, Page 205 of the Official Records of Williamson County, Texas; from which a 1/2" rebar found bears North 35°52'45" West a distance of 0.93 feet and continue along the south line of the 34.746 acre tract and the north line of said 1.78 acre tract, an additional 390.37 feet (record: 390.37 feet) to a calculated point for an angle point in the north line of the 19.758 acre tract and being the northwest corner of the 1.78 acre tract; from which a 1/2" rebar found bears North 50°25'19" West a distance of 0.51 feet, and continuing along the south line of the 34.746 acre tract, the north line of the 19.758 acre tract, and the north line of a 22-foot wide Ingress and Egress Easement granted to Michael W. Mason in said Volume 1270, Page 205, for a total distance of 1583.30 feet (record – 1583.30 feet) to a TxDOT Type II concrete monument found for the southwest corner of the 34.746 acre tract, being in the north line of the 19.758 acre tract, and also being in the east right-of-way line of said U.S. 183, 392.00 feet left of and perpendicular to E.C.S. 186+56.50;

THENCE along the west line of the 34.746 acre tract and the east right-of-way line of U.S. 183 the following four (4) courses:

1. Along the arc of a non-tangential curve to the right, having a radius of 19608.00 feet (record: 19608.00 feet), a length of 491.38 feet (record: 491.38 feet), a delta angle of 01°26'09" (record: 01°26'09") and a chord, which bears North 21°50'37" West a distance of 491.36 feet (record: North 21°50'37" West a distance of 491.36 feet) to a TxDOT Type II concrete monument found 392.00 feet left of and perpendicular to E.C.S. 181+55.23 for a point of tangency;
2. North 21°07'32" West a distance of 11.23 feet (record: North 21°07'32" West a distance of 11.23 feet) to a 1/2" rebar set with plastic cap, which reads "BASELINE, INC.", being 392.00 feet left of and perpendicular to E.C.S. 181+44.00;
3. South 68°52'32" West a distance of 192.00 feet (record: South 68°52'32" West a distance of 192.00 feet) to a calculated point 200.00 feet left of an perpendicular to E.C.S. 181+44.00; from which a damaged TxDOT Type II concrete monument found bears North 16°55'25" East a distance of 0.27 feet;
4. North 21°03'51" West a distance of 400.41 feet (record: North 21°03'51" West a distance of 400.41 feet) to the POINT OF BEGINNING.

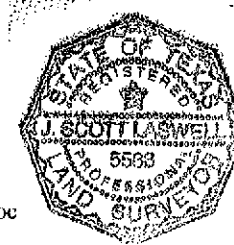
This parcel contains 34.746 acres of land, more or less, out of the John B. Robinson Survey, Abstract Number 521 in Williamson County, Texas.

Bearing Basis: Texas State Plane Coordinates, Texas Central Zone, NAD 83/93 HARN, based upon GPS solutions from the Nation Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

THE TOTAL COMBINED NET ACREAGE OF ALL TRACTS IS 587.2956 ACRES.

J. Scott Laswell 8/27/12

J. Scott Laswell Date
Registered Professional Land Surveyor
State of Texas No. 5583



File: S:\Projects\Caughfield Tract\Docs\Field Notes\Updated Caughfield Title Survey_fn.doc

EXHIBIT "B"



Land Surveyors, Inc.
 8333 Cross Park Drive
 Austin, Texas 78754
 Office: 512.374.9722
 Fax: 512.873-9743

Page 1 of 3

METES AND BOUNDS DESCRIPTION

BEING 2.2957 ACRES OF LAND, 100,000 SQUARE FEET, OUT OF THE J.B. ROBINSON SURVEY, ABSTRACT NO. 521 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 34.746 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014068653 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF A 7.517 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014068604 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found with aluminum disk stamped "Sam Inc" for an angle point in the in the west line of said 34.746 acre tract and the east right-of-way line of U.S. Highway 183-A (R.O.W. varies), being 200.00 feet left of and perpendicular to E.C.S. 181+44.00, from which a TxDOT Type II concrete monument found in the west right-of-way line of said U.S. Highway 183-A, 211.00 feet right of and perpendicular to E.C.S. 188+33.00, bears South 09°16'43" West a distance of 796.01 feet [Point of Beginning Coordinates: Northing=10,201,077.00; Easting=3,073,128.43];

THENCE North 21°03'51" West (record - North 21°03'51" West), along the west line of the 34.746 acre tract and the east right-of-way line of U.S. Highway 183-A, passing at a distance of 400.41 feet (record - 400.41 feet) a 1/2" rebar found for the northwest corner of the 34.746 acre tract and the southwest corner of said 7.517 acre tract, and continuing along the west line of the 7.517 acre tract and the east right-of-way line of U.S. Highway 183-A for a total distance of 571.43 feet to a 1/2" rebar set with plastic cap which reads "Baseline Inc", from which a 1/2" rebar found for the northwest corner of the 7.517 acre tract, the southwest corner of a remainder of a 1.533 acre tract of land conveyed to the City of Liberty Hill, Texas by instrument of record in Do. No. 2012032250 of the Official Public Records of Williamson County, Texas, therein designated "Tract 2", and being in the east right-of-way line of U.S. Highway 183-A, 200.00 feet left of and perpendicular to E.C.S. 173+43.16, bears North 21°03'51" West (record - North 21°03'51" West) a distance of 229.48 feet;

THENCE North 68°52'32" East, crossing through the 7.517 acre tract, a distance of 175.00 feet to a 1/2" rebar set with plastic cap which reads "Baseline Inc";

THENCE South 21°03'51" East, crossing through the 7.517 acre tract and into the 34.746 acre tract, a distance of 571.43 feet to a 1/2" rebar set with plastic cap which reads "Baseline Inc" in the west line of the 34.746 acre tract and the east right-of-way line of U.S. Highway 183-A, from which a 1/2" rebar set with plastic cap which reads "Baseline Inc" for an angle point in the west line of the 34.746 acre tract and the east right-of-way line of U.S. Highway 183-A, bears North 68°52'32" East (record - North 68°52'32" East) a distance of 17.00 feet, and from said angle point a TxDOT Type II concrete monument found 392.00

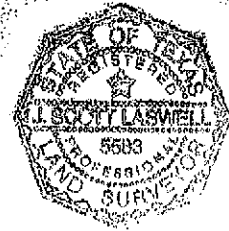
feet left of and perpendicular to E.C.S. 181+55.23, bears South 21°07'32" East a distance of 11.23 feet (record - South 21°07'32" East a distance of 11.23 feet);

THENCE South 68°52'32" West, along the west line of the 34.746 acre tract and the east right-of-way line of U.S. Highway 183-A, a distance of 175.00 feet to the POINT OF BEGINNING.

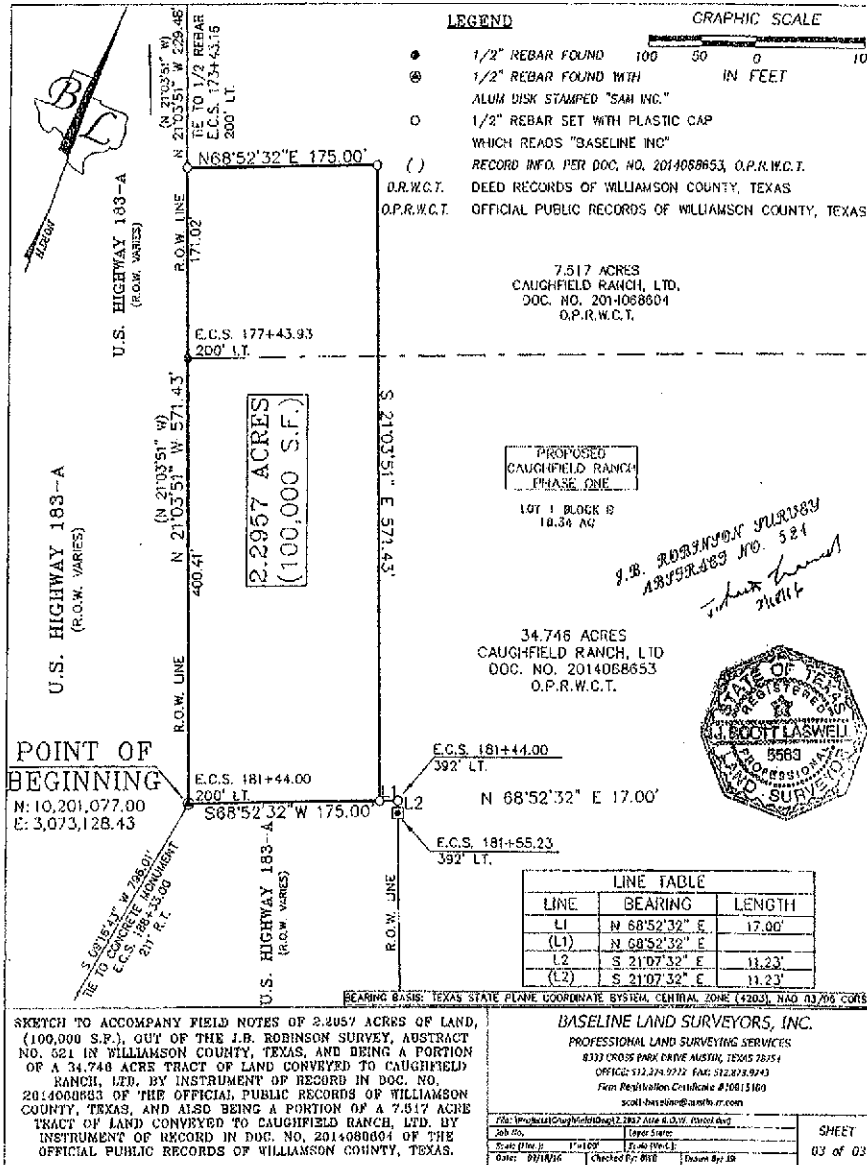
This tract contains 2.2957 acres of land, more or less, out of the J.B. Robinson Survey, Abstract No. 521 in Williamson County, Texas.

Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83\96CORS.

J. Scott Laswell 3/27/16
J. Scott Laswell Date
Registered Professional Land Surveyor
State of Texas No. 5583



File: S:\Projects\Caughfield Tract\Docs\Field Notes\2.2957 Acre R.O.W. Parcel_fn.doc



RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2016098172

Pages: 84 Fee: \$353.00
10/18/2016 02:57 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



AFTER RECORDING RETURN TO:

Joshua Bernstein, Esq.
Greenberg Traurig, LLP
300 West 6th St., Suite 2050
Austin, Texas 78701
Email: bernsteinj@gtlaw.com

LARKSPUR
POLICY MANUAL

LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation, as the Declarant under the Larkspur Master Covenant recorded under Document No. 2016 098172 in the Official Public Records of Williamson County, Texas, and the initial and sole member of **Larkspur Master Community, Inc.**, a Texas nonprofit corporation (the "**Association**"), hereby adopts the foregoing Policy Manual as part of the initial project documentation for Larkspur. This Policy Manual becomes effective when Recorded.

IN WITNESS WHEREOF, the undersigned has executed this Policy Manual on the 7th day of October, 2016.

DECLARANT:

LARKSPUR COMMUNITY DEVELOPMENT, INC., A TEXAS CORPORATION

By: [Signature]
Name: Garrett S. Martin
Title: Director

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 7th day of October, 2016, by Garrett S. Martin, Director of **LARKSPUR COMMUNITY DEVELOPMENT, INC.**, a Texas corporation, on behalf of said corporation and in the capacity herein stated.

(SEAL)

[Signature: Ellen K. Harrison]
Notary Public Signature



Cross-reference to Larkspur Master Covenant recorded under Document No. 2016 098172 in the Official Public Records of Williamson County, Texas, as the same may be amended from time to time.

LARKSPUR**POLICY MANUAL****TABLE OF CONTENTS**

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ASSESSMENT COLLECTION POLICY	4
RECORDS INSPECTION, COPYING AND RETENTION POLICY	5
STATUTORY NOTICE OF POSTING AND RECORDATION OF DOCUMENTS	6
EMAIL REGISTRATION POLICY	7

ATTACHMENT 1

**LARKSPUR MASTER COMMUNITY, INC.
CERTIFICATE OF FORMATION**

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



Carlos H. Cascos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

LARKSPUR MASTER COMMUNITY, INC.
File Number: 802482910

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: 06/20/2016

Effective: 06/20/2016



A handwritten signature in black ink, appearing to read "Cascos", followed by a horizontal line.

Carlos H. Cascos
Secretary of State

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



Carlos H. Cascos
Secretary of State

Office of the Secretary of State

June 21, 2016

Attn: Greenberg Traurig

Greenberg Traurig
300 West 6th Street, Suite 2050
Austin, TX 78701 USA

RE: LARKSPUR MASTER COMMUNITY, INC.
File Number: 802482910

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at <http://window.state.tx.us/taxinfo/exempt/index.html>. Information on exemption from federal taxes is available from the Internal Revenue Service web site at www.irs.gov.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Tiffany Garcia

Fax: (512) 463-5709
TID: 10286

Dial: 7-1-1 for Relay Services
Document: 676335530002

Form 202

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



**Certificate of Formation
Nonprofit Corporation**

Filed in the Office of the
Secretary of State of Texas
Filing #: 802482910 06/20/2016
Document #: 676335530002
Image Generated Electronically
for Web Filing

Filing Fee: \$25

Article 1 - Corporate Name

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

LARKSPUR MASTER COMMUNITY, INC.

Article 2 - Registered Agent and Registered Office

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

OR

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

Name:

ADAM MACLEAN

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

Street Address:

**9111 JOLLYVILLE ROAD
SUITE 111 AUSTIN TX 78759**

Consent of Registered Agent

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

OR

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

Article 3 - Management

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

OR

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

Director 1: **GARRETT S MARTIN**

Title: **Director**

Address: **9111 JOLLYVILLE ROAD SUITE 111 AUSTIN TX, USA 78759**

Director 2: **ADAM MACLEAN**

Title: **Director**

Address: **9111 JOLLYVILLE ROAD SUITE 111 AUSTIN TX, USA 78759**

Director 3: **STEVE WALKUP**

Title: **Director**

Address: **9111 JOLLYVILLE ROAD SUITE 111 AUSTIN TX, USA 78759**

Article 4 - Organization Structure

A. The corporation will have members.

or

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The Association is 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 Larkspur Master Covenant, to be recorded in the Official Public Records of Williamson County, (as the same may be amended from time to time, the Master Covenant). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

(a) to fix, levy, collect, and enforce payment by any lawful means all charges or assessments arising pursuant to the terms of the Master Covenant;(b) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association's property; and (c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Business Organizations Code may now, or later, have or exercise.

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

Supplemental Provisions / Information

ARTICLE VI - MEMBERSHIP

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

ARTICLE VII - VOTING RIGHTS

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

ARTICLE 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 or officer of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil

or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

ARTICLE XII - DISSOLUTION

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

ARTICLE XIII - ACTION WITHOUT MEETING

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

ARTICLE 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 an affirmative vote by the holders of a minimum of two-thirds (2/3) of the total number of votes of the Association. In the case of any conflict between the Master Covenant and this Certificate of Formation, the Master Covenant shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

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

Effectiveness of Filing

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

OR

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

Organizer

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

Joshua D. Bernstein 300 West 6th Street, Suite 2050, Austin, TX 78701

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The

undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Joshua D. Bernstein

Signature of organizer.

FILING OFFICE COPY

ATTACHMENT 2
BYLAWS
OF
LARKSPUR MASTER COMMUNITY, INC.

**BYLAWS
OF
LARKSPUR MASTER COMMUNITY, INC.**

**ARTICLE I
INTRODUCTION**

The name of the corporation is Larkspur Master Community, Inc., a Texas nonprofit corporation, hereinafter referred to as the "Association." The principal office of the Association shall be located in Williamson or Williamson County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas, County of Williamson, 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 Larkspur Master Covenant, recorded as Document No. 2016098172 in the Official Public Records of Williamson County, Texas, as amended (the "Master Covenant"), including the number, qualification, appointment, removal, and replacement of Directors.

**ARTICLE II
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

Section 2.1 Assessment. "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Master Covenant.

Section 2.2 Association. "Association" shall mean and refer to Larkspur Master Community, Inc., a Texas non-profit corporation.

Section 2.3 Association Property. "Association Property" shall mean Common Area and Special Common Area (as such terms are defined in the Master Covenant) and all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now are hereafter owned or held by the Association.

Section 2.4 Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board or the Architectural Control Committee pursuant to the Master Covenant, as the same may be amended from time to time.

Section 2.5 Board. "Board" shall mean the Board of Directors of the Association.

Section 2.6 Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board and as from time to time amended.

Section 2.7 Certificate. "Certificate" shall mean the Certificate of Formation of Larkspur Master Community, Inc., a Texas non-profit corporation, which is filed in the office of the Secretary of the State of Texas, as the same may be amended from time to time

Section 2.8 Condominium. "Condominium" shall mean an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Development. A Condominium Unit may be designated in any Development Area Declaration for residential, commercial or live/work purposes.

Section 2.9 Declarant. "Declarant" shall mean CAUGHFIELD RANCH, LTD., a Texas limited partnership, and its successors or assigns, provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

Section 2.10 Development. "Development" shall mean and refer to the property subject to the terms and provisions of the Master Covenant.

Section 2.11 Development Period. "Development Period" shall mean the period in which Declarant or any entity controlled by or under common control with Declarant owns all or any portion of the Property.

Section 2.12 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Development shown as a subdivided lot on the Plat of the Development, together with all improvements located thereon excluding, however, any Association Property.

Section 2.13 Majority. "Majority" shall mean more than half.

Section 2.14 Manager. "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Master Covenant and delegated the duties, powers, or functions of the Association.

Section 2.15 Master Covenant. "Master Covenant" shall mean the "Larkspur Master Covenant" recorded as Document No. 2016 098172 in the Official Public Records of Williamson County, Texas, as the same may be amended from time to time.

Section 2.16 Master Restrictions. "Master Restrictions" means the Master Covenant, any Development Area Declaration, Association Rules, the Certificate and the Bylaws of the Association, as the same may be amended from time to time.

Section 2.17 Member. "Member" or "Members" shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Master Covenant.

Section 2.18 Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Development given to secure the payment of a debt.

Section 2.19 Mortgagee. “Mortgagee” or “Mortgagees” shall mean the holder or holders of any lien or liens upon any portion of the Development.

Section 2.20 Owner. “Owner” or “Owners” shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage

Section 2.21 Policy Manual. “Policy Manual” means the community manual, which may be initially adopted and recorded by Declarant as part of the initial project documentation for the benefit of the Association. The Policy Manual may include the Bylaws, Rules and other policies governing the Association. The Policy Manual may be amended, from time to time, by the Declarant or a Majority of the Board; provided, however, that during the Development Period (as defined in the Master Covenant), any amendment to the Policy Manual must be approved in advance and in writing by Declarant.

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. All annual meetings of the Association, whether a regular or special meeting, shall be held at such reasonable place, date and time as set by the Board.

Section 3.4 Special Meetings. Special meetings of Members 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 shall be delivered, either personally or by mail, to each Member 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 at the Member’s 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 shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Member shall be deemed waiver of notice of all business transacted at such meeting unless an objection by a Member 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 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 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 upon the affirmative vote of the Members having a Majority of the total votes present at such meeting in person or proxy or by absentee ballot or electronic voting, 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. **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 The voting rights of an Owner 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. Votes shall be cast as provided in this section:

(a) Proxies. Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Texas law relating to the use of general proxies and subject to any specific provision to the contrary in the 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 an Owner 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 Owner attends any meeting to vote in person, so that any vote cast at a meeting by an Owner 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.

(i) Absentee Ballots. No absentee ballot shall be valid unless it is in writing, 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. 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:

- a. an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;
- b. instructions for delivery of the completed absentee ballot, including the delivery location; and
- c. the following language: ***"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This***

means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

(ii) **Electronic Ballots.** "Electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of Owner submitting the ballot can be confirmed; and (c) for which the Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Owner 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 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 holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members 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 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 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 the Board. The number of Directors shall be fixed by the Board 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, i.e., within one hundred and twenty (120) days after seventy-five percent (75%) of the maximum number of Lots that may be subjected to the terms and provisions of the Master Covenant have been conveyed to Owners other than Declarant or a builder in the business of constructing homes who purchased the Lots from the Declarant for the purpose of selling completed homes built on the Lots, the President of the Association will thereupon call 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 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) Upon 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, including Declarant, will elect three (3) new directors (to replace all Declarant appointed Directors and the First Member Elected Director) (the "**Member Election Meeting**"), one (1) Director for a three (3) year term, one (1) Director for a two (2) year term, and one (1) Director for a one (1) year term (with the individual receiving the highest number of votes to serve the three (3) year term, the individual receiving the next highest number of votes to serve the two (2) year term, and the individual receiving the third highest number of votes to serve a one (1) year term). Upon expiration of the term of a Director elected by the Members pursuant to this *Section 4.1(c)*, his or her successor will be elected for a term of two (2) years.

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

(e) Each Director, other than Directors appointed by Declarant, shall be a Member and resident, or in the case of corporate, partnership or other entity ownership of a Lot or Condominium Unit, a duly authorized agent or representative of the corporation, partnership or other entity Owner. The corporate partnership or other entity Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors. 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 Nominations to Board of Directors. Members may be nominated for election to the Board in either of the following ways:

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

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

Section 4.4 Vacancies on Board of Directors. 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, 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 Director whose term has expired or who has been removed from the Board must be elected by the Members.

Section 4.5 Removal of Directors by Members. Subject to the right of Declarant to nominate and appoint Directors as set forth in *Section 4.1* of these Bylaws, an elected Director may be removed, with or without cause, by the vote of Members holding a Majority of the votes entitled to be cast in the Association.

Section 4.6 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 Definition of Board Meetings. A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

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

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

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

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

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

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

Section 5.8 Notices. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to

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

Section 5.9 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 Master Restrictions (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 5.10 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 5.11 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.

Section 5.12 Development Period. The provisions of this *Article V* do not apply to Board meetings during the Development Period (as defined in the Master Covenant) during which period the Board may take action by unanimous written consent in lieu of a meeting pursuant to *Section 5.10*, except with respect to a meeting conducted for the purpose of: (a) adopting or amending the Master Restrictions (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.

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 and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the right of a Member to use of the Association Property 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 Association 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 Master Restrictions;

- (d) 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 Master Restrictions 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**

Section 8.1 Committees. The Board may, by resolution adopted by affirmative vote of a Majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board

ARTICLE IX.

ASSESSMENTS

Section 9.1 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 X
BOOKS AND RECORDS**

Section 10.1 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 Master Restrictions shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XI
CORPORATE SEAL**

Section 11.1 Seal Optional. The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

**ARTICLE XII
AMENDMENTS**

Section 12.1 Amendment. 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

Section 13.1 Mandatory Indemnification. The Association shall indemnify every Director, Officer and committee member of the Association against, and reimburse and advance to every Director, Officer and 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 laws 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 FISCAL YEAR

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 the applicable laws of the State of Texas, 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

LARKSPUR MASTER COMMUNITY, INC. FINE AND ENFORCEMENT POLICY

1. Background. Larkspur is subject to that certain Larkspur Master Covenant, recorded in the Official Public Records of Williamson County, Texas, as the same may be amended from time to time (the "**Master Covenant**"). In accordance with the Master Covenant, Larkspur 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, Policy 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.

1. 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.

2. 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.

3. 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.

4. 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.

5. Violation Hearing. Except as set forth in *Section 5(C)* below, 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.

6. 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.

7. 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 5.1(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.

8. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.

9. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.

10. 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‡:

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

‡ 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 prohibited construction activities within Larkspur are subject to Construction Fines. Construction Fines commence upon the expiration of the cure period provided in the First Notice. There is no Warning Notice. Construction Fines may be assessed pursuant to the schedule of fines as follows‡:

- | | |
|---|--------------------------|
| • Premature Clearing | \$500 |
| • Construction Without Larkspur 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 | \$100 |
| • Encroachment on Adjacent Properties | \$500 plus repair cost |
| • Damage to Streets, Curbs, Infrastructure | \$500 minimum |
| • Failure to Obtain Inspection from Larkspur Reviewer upon Completion of Construction | \$500 minimum |
| • Miscellaneous Violation of Construction Rules | TBD by Larkspur Reviewer |

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

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 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.

ATTACHMENT 4

LARKSPUR MASTER COMMUNITY, INC. ASSESSMENT COLLECTION POLICY

Larkspur is a community (the "**Community**") created by and subject to the Larkspur Master Covenant recorded in the Official Public Records of Williamson County, Texas, and any amendments or supplements thereto ("**Master Covenant**"). The operation of the Community is vested in Larkspur Master Community, Inc., a Texas non-profit 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, Policy 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 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 usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$25 for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a Majority of the Board.

SECTION 2. INSTALLMENTS & ACCELERATION

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

SECTION 3. PAYMENTS

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

(1) Delinquent assessments	(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) 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 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 or her 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 the laws of the State of Texas.
- 6-C. Limitations of Interest. The Association, and its officers, directors, Managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If

from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

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

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

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Larkspur Master Covenant recorded in the Official Public Records of Williamson 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 thirtieth (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 thirtieth (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 thirtieth (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, 2016, and the retention period is five (5) years, the retention period begins on December 31, 2016 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, blueline, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

- (A) Two or more separate buildings that are not physically connected with each other; or
- (B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$3.00; or Programming labor charge, \$28.50 x .20 = \$5.70. If a request requires one hour of labor charge for locating, compiling, and reproducing information (\$15.00 per hour); and one hour of programming labor charge (\$28.50 per hour), the combined overhead would be: \$15.00 + \$28.50 = \$43.50 x .20 = \$8.70.

(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**LARKSPUR MASTER COMMUNITY, INC.****STATUTORY NOTICE OF POSTING AND RECORDATION OF
ASSOCIATION GOVERNING DOCUMENTS**

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

1. Dedictory Instruments. As set forth in Texas Property Code Section 202.001, "dedictory 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 "dedictory 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 dedictory 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**LARKSPUR MASTER COMMUNITY, INC.****EMAIL REGISTRATION POLICY**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Larkspur Master Covenant recorded in the Official Public Records of Williamson 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.

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2016098883

Pages: 47 Fee: \$201.00
10/20/2016 10:37 AM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



PLAT MAP RECORDING SHEET

DEDICATOR(s):

LARKSPUR COMMUNITY DEVELOPMENT INC

SUBDIVISION NAME: CAUGHFIELD PHASE 1

PROPERTY IS DESCRIBED AS: 75.143 ACRES WILLIAM H MONROE SURVEY
453 AND J B ROBINSON SURVEY ABSTRACT NO 521

SUBMITTED BY: BROWN & GAY ENGINEERS

DIGITALLY RECORDED

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2017009102

PLAT Fee: \$541.00
01/30/2017 10:54 AM Cphelps



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

Doc # 2017009102



LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR SET WITH PLASTER CAP
- 1/4" REBAR BASELINE N.C.
- CALCULATED POINT
- PROPOSED SIDEWALK
- RIGHT OF WAY
- () RECORD INFO PER DOC. NO. 2014074560, O.P.R.W.C.T.
- [] RECORD INFO PER DOC. NO. 2014060653, O.P.R.W.C.T.
- (O.P.R.W.C.T.) OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS

NOTE:

OWNER: **LARKSPUR COMMUNITY DEVELOPMENT, A TEXAS COMPANY**
 9111 JOLIETVILLE ROAD
 SUITE 111
 AUSTIN, TEXAS 78759

ACREAGE: 75.143 ACRES
 SURVEY: WILLIAM H. MORRIS SURVEY, ABSTRACT NO. 453
 U.S. ROBINSON SURVEY, ABSTRACT NO. 521

NUMBER OF BLOCKS: 11
 NUMBER OF NEW STREETS: 14, 99'
 SUBMITTAL DATE: 01-11-17

ENGINEER: **BASELINE LAND SURVEYORS, INC.**
 8333 CROSS PARK DRIVE
 AUSTIN, TEXAS 78754
 PHONE (512) 374-9722 FAX (512) 873-9743

BENCHMARK: THIS SET IS ALONG THE WEST EDGE OF
 SECTION 10 OF COUNTY ROAD 2861, APPROX. 28 FEET SOUTHEAST
 TO COTILLA MARIE CAUGHFIELD HAMP AND APPROX. 31 FEET
 SOUTHWEST OF THE NORTHWEST CORNER FOR THE 1.43 ACRE
 ELEVATION: 639.09'

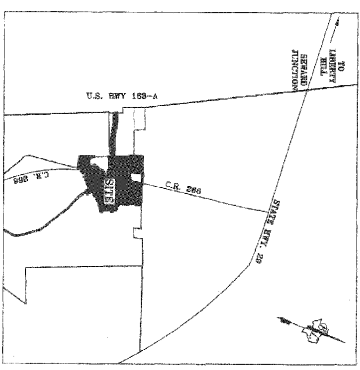
LINEAR FEET OF NEW STREET

LARKSPUR PARK BOULEVARD (120' R.O.W.)	3363'	(45 MPH)
FREEDMAN BOULEVARD (120' R.O.W.)	3015'	(35 MPH)
ORANGE MIMOSA LANE (50' R.O.W.)	1073'	(25 MPH)
TRIPLE ARROW LANE (50' R.O.W.)	847'	(25 MPH)
CINNAMON TRAIL LANE (50' R.O.W.)	808'	(25 MPH)
CALLAHAN LANE (50' R.O.W.)	724'	(25 MPH)
LEWIS LANE (50' R.O.W.)	435'	(25 MPH)
DAWSON BLVD LANE (50' R.O.W.)	388'	(30 MPH)
ARCHER LANE (50' R.O.W.)	328'	(25 MPH)
TURNER LANE (50' R.O.W.)	180'	(25 MPH)
TOTAL	14,199'	

GRAPHIC SCALE



VICINITY MAP
(NOT TO SCALE)

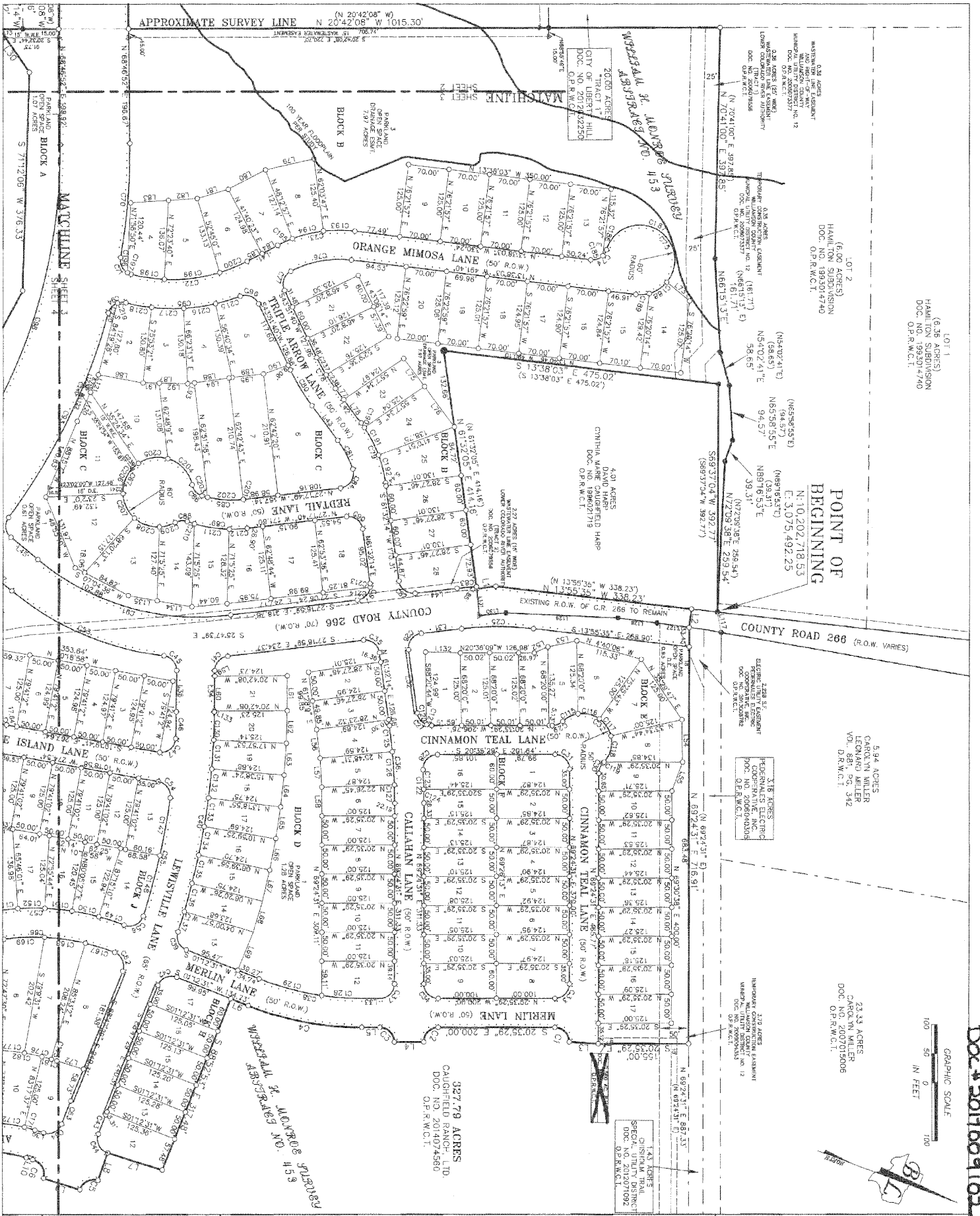


**FINAL PLAT
CAUGHFIELD
PHASE 1**

BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE
 AUSTIN TEXAS 78754
 OFFICE: 512.374.9722 FAX: 512.873.9743
 scott-baseline@austin.rr.com

File: S:\proj\Caughfield\Phase 1 Final Plat.dwg
 Scale (hor.): 1"=100'
 Date: 01/11/17
 Drawn By: JSL
 Checked By: RLW
 Revision 1:
 Revision 2:
 Revision 3:

01 of 07 SHEET



LOT 1
 (6.36 ACRES)
 HAMILTON SUBDIVISION
 DOC. NO. 1993014740
 O.P.R.W.C.T.

LOT 2
 (6.00 ACRES)
 HAMILTON SUBDIVISION
 DOC. NO. 1993014740
 O.P.R.W.C.T.

POINT OF BEGINNING
 N 10.20271853
 E 3.07549225

5.94 ACRES
 CAROLYN MILLER
 LEONARD MILLER
 V.O. 1993013942
 O.P.R.W.C.T.

3.18 ACRES
 FEDERALISTS ELECTRIC
 CORPORATION
 DOC. NO. 2006043038
 O.P.R.W.C.T.

23.33 ACRES
 CAROLYN MILLER
 V.O. 1993013942
 O.P.R.W.C.T.

2.70 ACRES
 WASHINGTON COUNTY
 WILLIAMSON COUNTY
 JUDICIAL CITY
 DOC. NO. 2002071508
 O.P.R.W.C.T.

1.43 ACRES
 CHISHOLM TRAIL
 SPEC. UTILITY DISTRICT
 DOC. NO. 2002071092
 O.P.R.W.C.T.

4.01 ACRES
 CYNTHIA MAJOR
 AND HINCHFIELD HARP
 DOC. NO. 1988071719
 O.P.R.W.C.T.

387.79 ACRES
 CAUGHFIELD RANCH LTD.
 DOC. NO. 2014074580
 O.P.R.W.C.T.

FINAL PLAT CAUGHFIELD PHASE 1

BASELINE LAND SURVEYING, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE
 AUSTIN TEXAS 78754
 OFFICE: 512.374.9722 FAX: 512.873.9743
 scott-baseline@austin.rr.com

File: S:\proj\Caughfield\DWG\Phase 1 Final Plat.dwg
 Scale: (Hor.) 1"=100'
 Date: 01/11/17
 Drawn By: JSJ
 Checked By: RLW
 Revision 1:
 Revision 2:
 Revision 3:

SHEET
 03 of 07

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N 281°53'27" W	331.11	L109	N 70°28'51" W	50.02
L2	N 261°03'49" E	311.80	L110	S 88°52'32" E	71.98
L3	S 17°33'43" E	501.01	L111	S 88°52'32" E	70.93
L4	S 20°35'28" E	501.01	L112	S 88°52'32" E	70.93
L5	S 20°35'28" E	501.01	L113	S 88°52'32" E	70.93
L6	S 20°35'28" E	501.01	L114	S 88°52'32" E	70.93
L7	S 20°35'28" E	501.01	L115	S 88°52'32" E	70.93
L8	S 20°35'28" E	501.01	L116	S 88°52'32" E	70.93
L9	S 20°35'28" E	501.01	L117	S 88°52'32" E	70.93
L10	S 20°35'28" E	501.01	L118	S 88°52'32" E	70.93

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L119	S 88°52'32" E	70.93	L208	S 88°52'32" E	70.93
L120	S 88°52'32" E	70.93	L209	S 88°52'32" E	70.93
L121	S 88°52'32" E	70.93	L210	S 88°52'32" E	70.93
L122	S 88°52'32" E	70.93	L211	S 88°52'32" E	70.93
L123	S 88°52'32" E	70.93	L212	S 88°52'32" E	70.93
L124	S 88°52'32" E	70.93	L213	S 88°52'32" E	70.93
L125	S 88°52'32" E	70.93	L214	S 88°52'32" E	70.93
L126	S 88°52'32" E	70.93	L215	S 88°52'32" E	70.93
L127	S 88°52'32" E	70.93	L216	S 88°52'32" E	70.93
L128	S 88°52'32" E	70.93	L217	S 88°52'32" E	70.93

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C2	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C3	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C4	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C5	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C6	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C7	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C8	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C9	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C10	25.00	39.27	90°00'00"	S 74°23'11" W	35.36

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C11	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C12	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C13	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C14	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C15	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C16	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C17	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C18	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C19	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C20	25.00	39.27	90°00'00"	S 74°23'11" W	35.36

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C21	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C22	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C23	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C24	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C25	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C26	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C27	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C28	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C29	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C30	25.00	39.27	90°00'00"	S 74°23'11" W	35.36

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C31	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C32	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C33	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C34	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C35	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C36	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C37	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C38	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C39	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C40	25.00	39.27	90°00'00"	S 74°23'11" W	35.36

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C41	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C42	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C43	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C44	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C45	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C46	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C47	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C48	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C49	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C50	25.00	39.27	90°00'00"	S 74°23'11" W	35.36

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C51	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C52	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C53	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C54	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C55	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C56	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C57	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C58	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C59	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C60	25.00	39.27	90°00'00"	S 74°23'11" W	35.36

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C61	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C62	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C63	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C64	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C65	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C66	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C67	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C68	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C69	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C70	25.00	39.27	90°00'00"	S 74°23'11" W	35.36

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C71	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C72	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C73	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C74	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C75	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C76	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C77	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C78	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C79	25.00	39.27	90°00'00"	S 74°23'11" W	35.36
C80	25.00	39.27	90°00'00"	S 74°23'11" W	35.36

File: S:\proj\Caughfield\Draw\Phase 1 Final Plat.dwg
 Scale (Hor): 1"=100'
 Date: 01/11/17
 Drawn By: JSL
 Checked By: RLW
 Revision 1:
 Revision 2:
 Revision 3:

FINAL PLAT CAUGHFIELD PHASE 1

BASELINE LAND SURVEYS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE
 AUSTIN TEXAS 78754
 OFFICE: 512.374.9722 FAX: 512.873.9743
 scott@baseline@austin.rr.com

STATE OF TEXAS
 COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT **UAKSAPAK COMMUNITY DEVELOPMENT, INC. A TEXAS CORPORATION**, acting herein by and through **GARRETT MARTIN**, President, being the owner of 327.79 ACRES AND 230.70 ACRES OF LAND OUT OF THE WILLIAM H. MORONG SURVEY, INSTRUMENT NO. 4631 SITUATED IN WILLIAMSON COUNTY, TEXAS, CONVEYED TO **UAKSAPAK COMMUNITY DEVELOPMENT, INC.** BY INSTRUMENT RECORD IN DEED BOOK 22540 PAGE 0480 OF THE PUBLIC RECORDS OF LAND OUT OF THE J.B. ROBINSON SURVEY, INSTRUMENT NO. 521 SITUATED IN WILLIAMSON COUNTY, TEXAS, CONNECTED TO **UAKSAPAK COMMUNITY DEVELOPMENT, INC.** BY INSTRUMENT NO. 201408083 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THESE ARE AND EACH HOLDER OF THE CERTAIN PART OF THE SAID SURVEY HAS AGREED TO CONVEY TO THE CITY OF LIBERTY HILL, TEXAS, AS "CAUGHFIELD, PHASE 1," AND DO CONSENT TO ALL PLAT REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE OWNERS, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS, ORDINANCES, REGULATIONS, AND STANDARDS, INCLUDING BUT NOT LIMITED TO: THE EMPLOYERED STATES ACT, STATE ACQUIFER REGULATIONS, AND MUNICIPAL WATERBODIED ORDINANCES.

WITNESS MY HAND THIS 13th DAY OF February, 2017, A.D.
UAKSAPAK COMMUNITY DEVELOPMENT, INC.
 A TEXAS CORPORATION
 BY: [Signature]
 NAME: GARRETT MARTIN
 TITLE: PRESIDENT

STATE OF TEXAS
 COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED GARRETT MARTIN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION HEREBY EXPRESSED AND IN THE CAPACITY HEREBY STATED.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 13th DAY OF February, 2017, A.D.

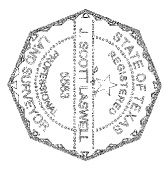
[Signature]
 EILEK K. HARRISON
 NOTARY PUBLIC, STATE OF TEXAS
[Signature]
 Eileen K. Harrison
 (PRINT OR TYPE NOTARY'S NAME)



STATE OF TEXAS
 COUNTY OF WILLIAMSON

I, J. SCOTT LASWELL, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT IS TRUE FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION AND COMPLIANCE WITH CHAPTER 5, SUBDIVISIONS, CITY OF LIBERTY HILL, UNITED DEVELOPMENT CODE.

[Signature]
 J. SCOTT LASWELL
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5883
 BASELINE LAND SURVEYORS, INC.
 8333 CROSS PARK DRIVE
 AUSTIN, TEXAS 78756



STATE OF TEXAS
 COUNTY OF WILLIAMSON

I, BRAN A. WILLIAMS, DO CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLETES WITH CHAPTER 5, SUBDIVISIONS, PUBLIC IMPROVEMENTS CITY OF LIBERTY HILL, UNITED DEVELOPMENT CODE, AND THE DESIGN AND CONSTRUCTION STANDARDS ADOPTED BY THE CITY OF LIBERTY HILL, TEXAS.

[Signature]
 BRAN A. WILLIAMS, P.E. 110415
 BRAN & GAY ENGINEERS
 7000 NORTH MOYAC, STE 330
 AUSTIN, TEXAS 78731
 PHONE (512) 879-0432



APPROVAL OF CITY MAYOR:
 APPROVED ON THE 29th DAY OF August, 2017
[Signature]
 CORNEE FLETCHER MAYOR CITY OF LIBERTY HILL, TEXAS

ATTEN: [Signature]
 BARBARA ZWERNER, CITY SECRETARY CITY OF LIBERTY HILL, TEXAS

APPROVAL OF PLANNING AND ZONING COMMISSION:
 APPROVED THIS 23rd DAY OF August, 2017, BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF LIBERTY HILL, TEXAS, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

[Signature]
 VICE CHAIRMAN

STATE OF TEXAS
 COUNTY OF WILLIAMSON

THE SUBDIVIDER OF THIS PLAT, **UAKSAPAK COMMUNITY DEVELOPMENT, INC.**, DOES HEREBY CERTIFY THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF LAW THAT GOVERN THE SUBDIVISION AND ALL TAKING DEDICATES WITH JURISDICTION OVER THE PROPERTY WITHIN THE SUBDIVISION AND ALL TAKING DEDICATES WITH JURISDICTION OVER THE PROPERTY.

SIGNATURE _____ DATE _____ TYPED NAME _____
 ACKNOWLEDGED AND SWORN BEFORE ME ON _____, 2017

NOTARY PUBLIC, STATE OF TEXAS
 (PRINT OR TYPE NOTARY'S NAME)

GENERAL NOTES:

1. A 25 FOOT FRONT YARD SETBACK FOR ALL LOTS IS REQUIRED BY THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
2. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CHAPTER 5, SUBDIVISIONS AND PUBLIC IMPROVEMENTS, CITY OF LIBERTY HILL, TEXAS, AND WITH THE CITY OF LIBERTY HILL, TEXAS, AND WITH EACH OF THE ADJACENT PROPERTY OWNERS.
3. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO TREES OR STORAGE, SHALL BE PERMITTED IN ANY DRINKING WATERWAYS SHOWN HEREON.
4. A TEN FOOT (10') PILE ABUTTING AND ALONG THE STREETSIDE PROPERTY LINE IS HEREBY DEDICATED FOR ALL STREETSIDE PROPERTY LOTS SHOWN HEREON.
5. THIS PLAT CONFORMS TO THE PREPARED PLAT APPROVED BY THE PLANNING AND ZONING COMMISSION ON August 9, 2017.
6. NO LOT IN THIS SUBDIVISION IS ENCOMPASSED BY ANY SPECIAL FLOOD HAZARD AREAS INDICATED BY 100 YEAR FLOODS AS DETERMINED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 4849310202E EFFECTIVE DATE SEPTEMBER 28, 2008 FOR WILLIAMSON COUNTY, TEXAS.
7. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
8. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE SUBDIVISION SPECIFIC. THE ASSOCIATION SHALL BE LIMITED TO THE SUBDIVISION AND SHALL BE PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
9. WATER SERVICE FOR THIS SUBDIVISION SHALL BE PROVIDED BY THE CITY OF GEORGETOWN, TEXAS.
10. WASTEWATER SERVICE FOR THIS SUBDIVISION SHALL BE PROVIDED BY THE CITY OF LIBERTY HILL.
11. THIS SUBDIVISION IS WHOLLY WITHIN THE LIBERTY HILL, ETC.
12. THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE 97L, WHICHEVER IS HIGHER.

APPROVED BY:
[Signature]
 WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

DATE: 1/23/17

WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

BASED UPON THE REPRESENTATIONS OF THE OWNER OR SURVEYOR WHOSE SEAL IS AFFIXED HEREON, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLETES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE UNDER OATH AND REPRESENTATIONS AND COUNTY DISQUALIFIES ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

[Signature]
 WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

OWNER'S RESPONSIBILITIES:

IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC IMPROVEMENTS AND ANY BRIDGES OR COLLARS NECESSARY TO BE CONSTRUCTED BY THIS PLAT SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER. THE SUBDIVIDER SHALL BE RESPONSIBLE FOR THE PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY OF LIBERTY HILL, AN/OR WILLIAMSON COUNTY, TEXAS, SAID CITY AND COUNTY ASSUME NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC IMPROVEMENTS OR BRIDGES OR COLLARS NECESSARY TO BE CONSTRUCTED BY THIS PLAT. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON THE SOURCE OF THE DATA. THE SUBDIVIDER SHALL BE RESPONSIBLE FOR THE ACCURACY OF ANY DATA AND COVERED BY THIS PLAT MUST INSTALL AND MAINTAIN THEIR OWN ELEVATION CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

LIEN FREE RIGHT-OF-WAY:

ALL PUBLIC ROADSWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. ALL PUBLIC ROADSWAYS AND EASEMENTS AS SHOWN TO THE COMMISSIONERS COURT.

STATE OF TEXAS
 COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS

I, NANCY RISTER, CLERK OF THE COUNTY COURT, OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHORIZATION, WAS FILED 10:20 O'CLOCK AM AND DULY RECORDED THIS 30th DAY OF January, 2017, A.D., IN THE PUBLIC RECORDS OF SAID COUNTY AND STATE IN BOOK 2017009102.

NANCY RISTER, CLERK, COUNTY COURT
 WILLIAMSON COUNTY, TEXAS
 BY: [Signature]
 CORNEE FLETCHER DEPUTY



BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE
 AUSTIN TEXAS 78756
 OFFICE: 512.374.9722 FAX: 512.873.9743
 scott-baseline@austin.rr.com

FINAL PLAT
 CAUGHFIELD
 PHASE 1

File: S:\proj\Caughfield\Phase 1 Final Plat.dwg
Scale (hor): 1"=100'
Date: 01/11/17
Drawn By: JS
Checked By: RLW
Revision 1:
Revision 2:
Revision 3:

AFTER RECORDING RETURN TO:
JOSHUA BERNSTEIN, ESQ.
c/o Norton Rose Fulbright US LLP
98 San Jacinto Blvd., Suite 1100
Austin, Texas 78701

LARKSPUR

*A Master Planned Community in
Williamson County, Texas*

NOTICE OF APPLICABILITY [*RESIDENTIAL*] [*PHASE 1*]

Declarant: LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation

Cross reference to Larkspur Master Covenant, recorded as Document No. 2016098172 in the Official Public Records of Williamson County, Texas; that certain Larkspur Development Area Declaration [*Residential*], recorded as Document No. 2016098882 in the Official Public Records of Williamson County, Texas.

LARKSPUR

NOTICE OF APPLICABILITY [RESIDENTIAL] [PHASE 1]

This Notice of Applicability [*Residential*] (the “**Notice of Applicability**”) is made and executed by LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation (“**Declarant**”), and is as follows:

1. **Applicability of Master Covenant.** This Notice of Applicability is Recorded with respect to Lots 4 through 20, and Lots 22 through 29, Block B; Lots 2 through 18, Block C; Lots 2 through 21, Block D; Lots 2 through 18, Block E; Lots 1 through 16, Block F; Lots 12 through 17, Block H; Lots 2 through 16, Block I; Lots 1 through 24, Block J; Lots 1 through 14, Block K; and Lots 2 through 15, Block M; of CAUGHFIELD PHASE 1, a subdivision located in Williamson County, Texas, according to the map or plat recorded as Document No. 2017 009 102, Official Public Records of Williamson County, Texas, (the “**Development Area**”). Pursuant to that certain Larkspur Master Covenant, recorded as Document No. 2016098172 in the Official Public Records of Williamson County, Texas (the “**Master Covenant**”), Declarant served notice that portions of the property described on Exhibit “A” to the Master Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. **Applicability of Development Area Declaration .** Pursuant to the Master Covenant and that certain Larkspur Development Area Declaration [Residential] recorded as Document No. 2016098882 in the Official Public Records of Williamson County, Texas (the “**Development Area Declaration**”), Declarant served notice that portions of the property described on Exhibit “A” to the Master Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Applicability, the Development Area is subject to the terms and provisions of the Development Area Declaration.

3. **Development Area.** The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

4. **Property Incorporated Into Development.** The provisions of the Master Covenant and the Development Area Declaration shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant and the Development Area Declaration.

5. **Property Excluded From Development.** The provisions of the Master Covenant and the Development Area Declaration shall not apply to Lots 1 and 3, Block A; Lot 3, Block B; Lot 1, Block C; Lot 1, Block D; Lot 1, Block E; Lot 1, Block I; and Lot 1, Block M; of CAUGHFIELD PHASE 1, a subdivision located in Williamson County, Texas, according to the map or plat recorded as Document No. 2017 009 102, Official Public Records of Williamson County, Texas (the “**Excluded Area**”). The Excluded Area is hereby excluded from the Development, and is not subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant nor the Development Area Declaration.

6. **Miscellaneous.** This notice constitutes a Notice of Applicability under *Section 9.5* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

EXECUTED to be effective as of the 7th day of OCTOBER, 2016.

DECLARANT:

LARKSPUR COMMUNITY DEVELOPMENT, INC.,
A TEXAS CORPORATION

By: [Signature]
Name: Garrett S. Martin
Title: Director

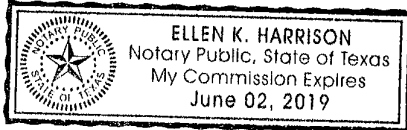
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7th day of OCTOBER, 2016, by Garrett S. Martin, Director of **LARKSPUR COMMUNITY DEVELOPMENT, INC.**, a Texas corporation, on behalf of said corporation and in the capacity herein stated.

(SEAL)

[Signature]
Notary Public Signature



**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2017012573

Pages: 4 Fee: \$29.00
02/09/2017 02:58 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



PLAT MAP RECORDING SHEET

DEDICATOR(s):

LARKSPUR COMMUNITY DEVELOPMENT INC

SUBDIVISION NAME: CAUGHFIELD PHASE 1 AMENDING

PROPERTY IS DESCRIBED AS: 75.143 ACRES WILLIAM H MONROE SURVEY
ABSTRACT NO 453

SUBMITTED BY: BROWN AND GAY ENGINEERS

DIGITALLY RECORDED

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2017015639

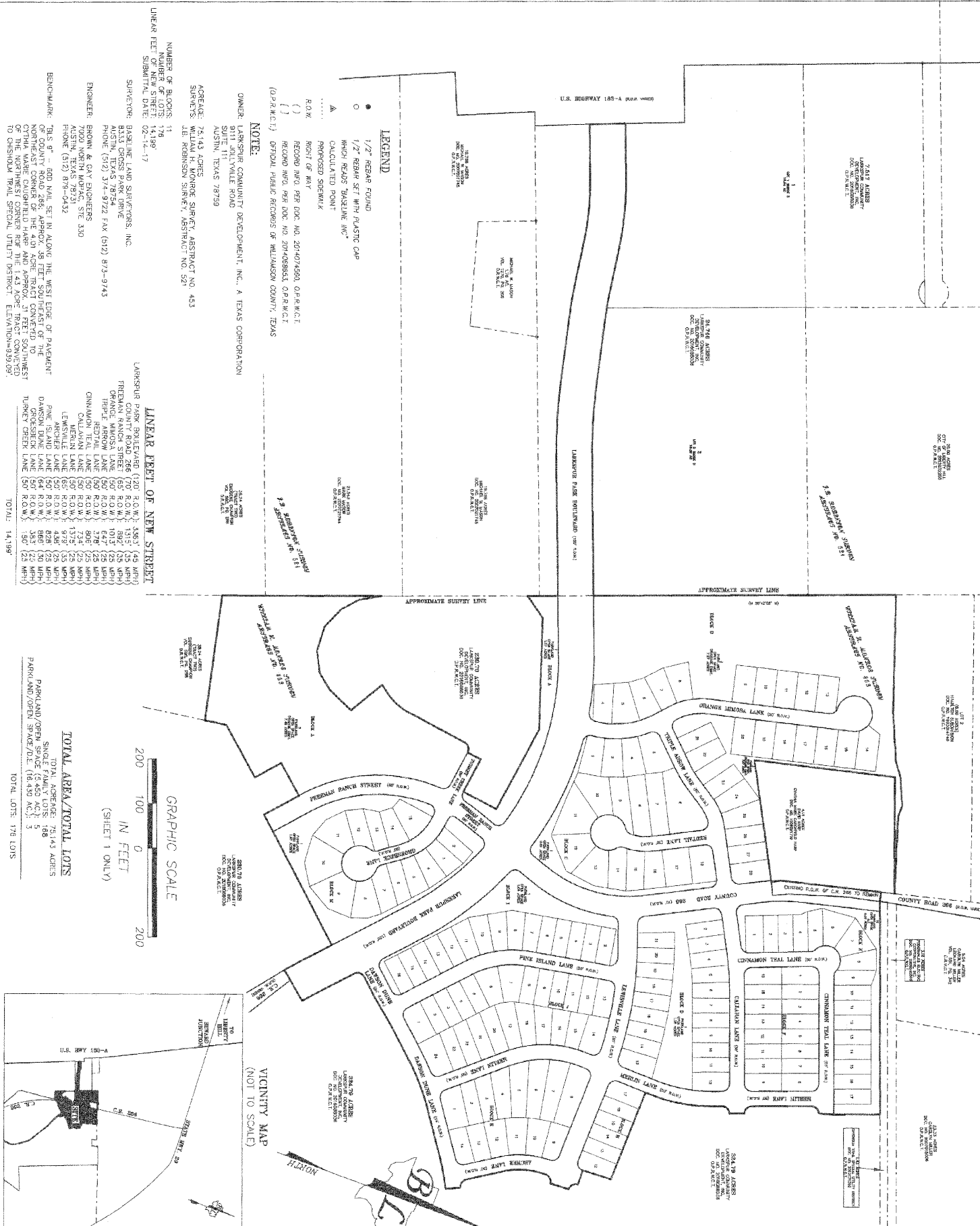
PLAT Fee: \$541.00
02/21/2017 03:03 PM Cphelps



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

Doc # 2017015639



LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR SET WITH PLASTIC CAP
- WHICH REBAR BASELINE INC?
- CALCULATED POINT
- PROPOSED SOE/MARK
- RIGHT OF WAY
- () RECORD INFO PER DOC. NO. 2014074890, O.P.R.W.C.T.
- [] RECORD INFO PER DOC. NO. 2014088851, O.P.R.W.C.T.
- (O.P.R.W.C.T.) SPECIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS

NOTE:

OWNER: LARKSPUR COMMUNITY DEVELOPMENT, INC., A TEXAS CORPORATION
 9111 JOLIETVILLE ROAD
 SUITE 111
 AUSTIN, TEXAS 78759

AGENCE: 75.143 ACRES
 SURVEY: WILLIAMSON COUNTY SURVEY ABSTRACT NO. 453
 SURVEY: MILLER, ROBINSON SURVEY, ABSTRACT NO. 58
 AUSTIN, TEXAS 78759

NUMBER OF BLOCKS: 11
 LINEAR FEET OF NEW STREET: 14,199
 SUBMITTAL DATE: 02-14-17

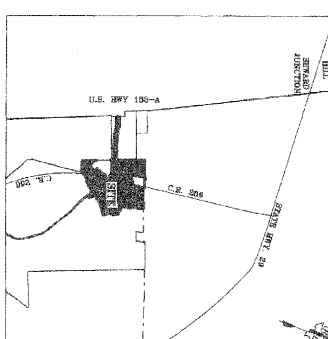
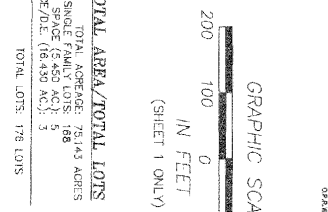
BENCHMARK: THIS IS A 1" G.D.M. SET IN ALONG THE WEST EDGE OF PAYMENT NORTH-EAST CORNER OF TRACT 28. THE POINT IS 38 FEET SOUTH-EAST OF THE NORTH-WEST CORNER OF THE 1.43 ACRE TRACT SOUTHWEST TO CHESHOLM TRAIL SPECIAL UTILITY DISTRICT. ELEVATION=939.09'

ENGINEER: BROWN & GAY ENGINEERS
 7000 NORTH MOFAC, STE. 330
 AUSTIN, TEXAS 78751
 PHONE: (512) 818-9433

SURVEYOR: BASELINE LAND SURVEYORS, INC.
 8333 CROSS PARK DRIVE
 AUSTIN, TEXAS 78754
 PHONE: (512) 374-9722 FAX: (512) 873-9743

LINEAR FEET OF NEW STREET

LARKSPUR PARK BOULEVARD (120' R.O.W.)	356.3
FREEDMAN RANCHO STREET (60' R.O.W.)	150.0
ORANGE MIMOSA LANE (50' R.O.W.)	101.5
TRIPLE ARROW LANE (50' R.O.W.)	64.7
CINNAMON TRAIL LANE (50' R.O.W.)	80.6
CHESHOLM TRAIL LANE (50' R.O.W.)	73.4
LEWIS LANE (50' R.O.W.)	137.5
PINK ISLAND LANE (50' R.O.W.)	43.8
DANSON LODGE LANE (50' R.O.W.)	88.0
TURNKEY CREEK LANE (50' R.O.W.)	180.7
TOTAL	14,199

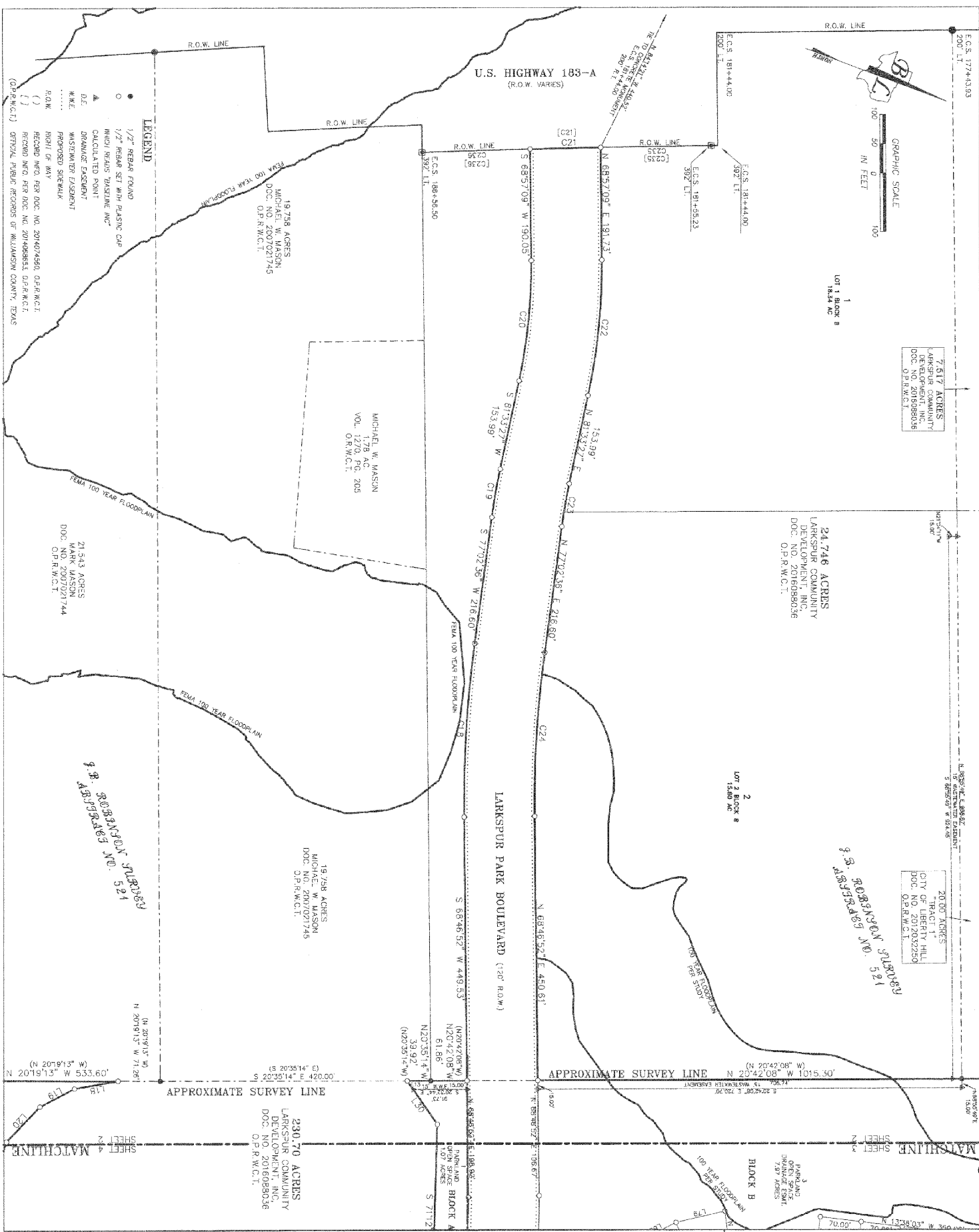


AMENDING PLAT OF CAUGHFIELD PHASE 1

BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE
 AUSTIN TEXAS 78754
 OFFICE: 512.374.9722 FAX: 512.873.9743
 scott-baseline@austin.rr.com

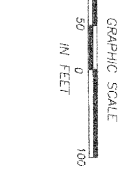
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Scale (Hor.): 1"=100'
Date: 02/14/17
Drawn By: JSL
Checked By: RLW
Revision 1:
Revision 2:
Revision 3:

01 of 07 SHEET



LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR SET WITH PLASTIC CAP WHICH REARS "BASELINE INC"
- △ CALCULATED POINT
- D.E. DRAINAGE EASEMENT
- W.K.E. WASTEWATER EASEMENT
- PROPOSED SEWERLINE
- RIGHT OF WAY
- () RECORD INFO PER DOC. NO. 201608580, O.P.R.M.C.T.
- () RECORD INFO PER DOC. NO. 201608581, O.P.R.M.C.T.
- () OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS (O.P.R.M.C.T.)



7,617 ACRES
LARKSPUR COMMUNITY DEVELOPMENT, INC.
DOC. NO. 201608036
O.P.R.M.C.T.

24,746 ACRES
LARKSPUR COMMUNITY DEVELOPMENT, INC.
DOC. NO. 201608036
O.P.R.M.C.T.

2,010 ACRES
CITY OF LIBERTY HILL
DOC. NO. 2012032250
O.P.R.M.C.T.

230.70 ACRES
LARKSPUR COMMUNITY DEVELOPMENT, INC.
DOC. NO. 201608036
O.P.R.M.C.T.

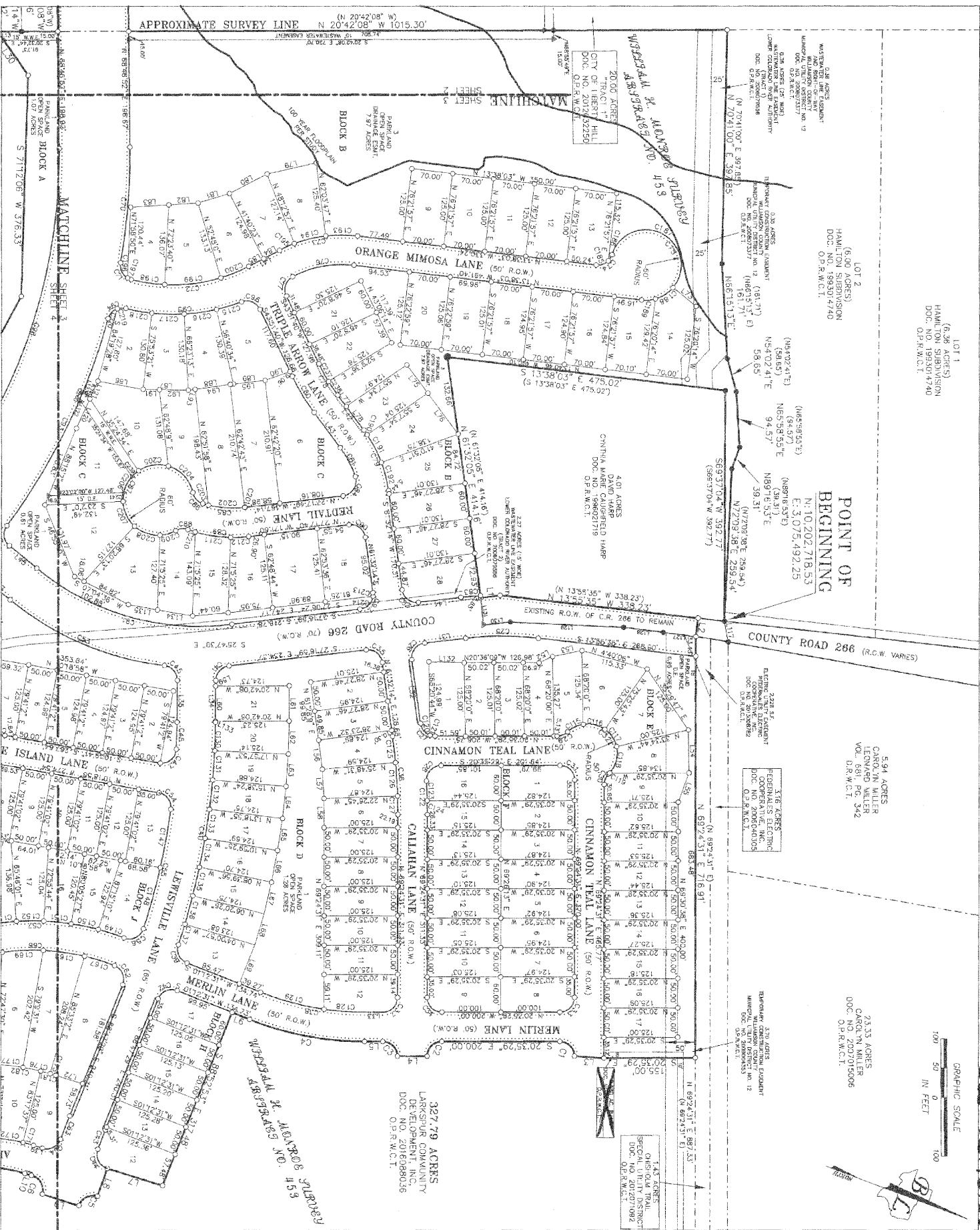
AMENDING PLAT OF CAUGHFIELD PHASE 1

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE
AUSTIN TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
scott-baseline@austin.rr.com

File: S:\proj\Caughfield\Draw\Phase 1 Final Plat.dwg
Scale (Horizontal): 1"=100'
Date: 02/14/17
Drawn By: JSI
Checked By: RLW
Revision 1:
Revision 2:
Revision 3:

SHEET 02 of 07

Doc # 2017015639



LOT 1
 6.36 ACRES
 HAMILTON SUBDIVISION
 DOC. NO. 1983074740
 O.P.R.W.C.T.

POINT OF BEGINNING
 N 10.202.718.53
 E 3.075.492.25
 (94.97)
 N65.58.551E
 94.57'
 N89.61.537E
 38.31'
 (N27.09.287E 259.54)
 N27.09.287E 259.54'
 (88.59.551E)
 (84.97)
 N65.58.551E
 94.57'
 N89.61.537E
 38.31'

5.94 ACRES
 CAROLYN MILLER
 LECHEARD MILLER
 VOL. 68 W. Pg. 342
 D.R.W.C.T.

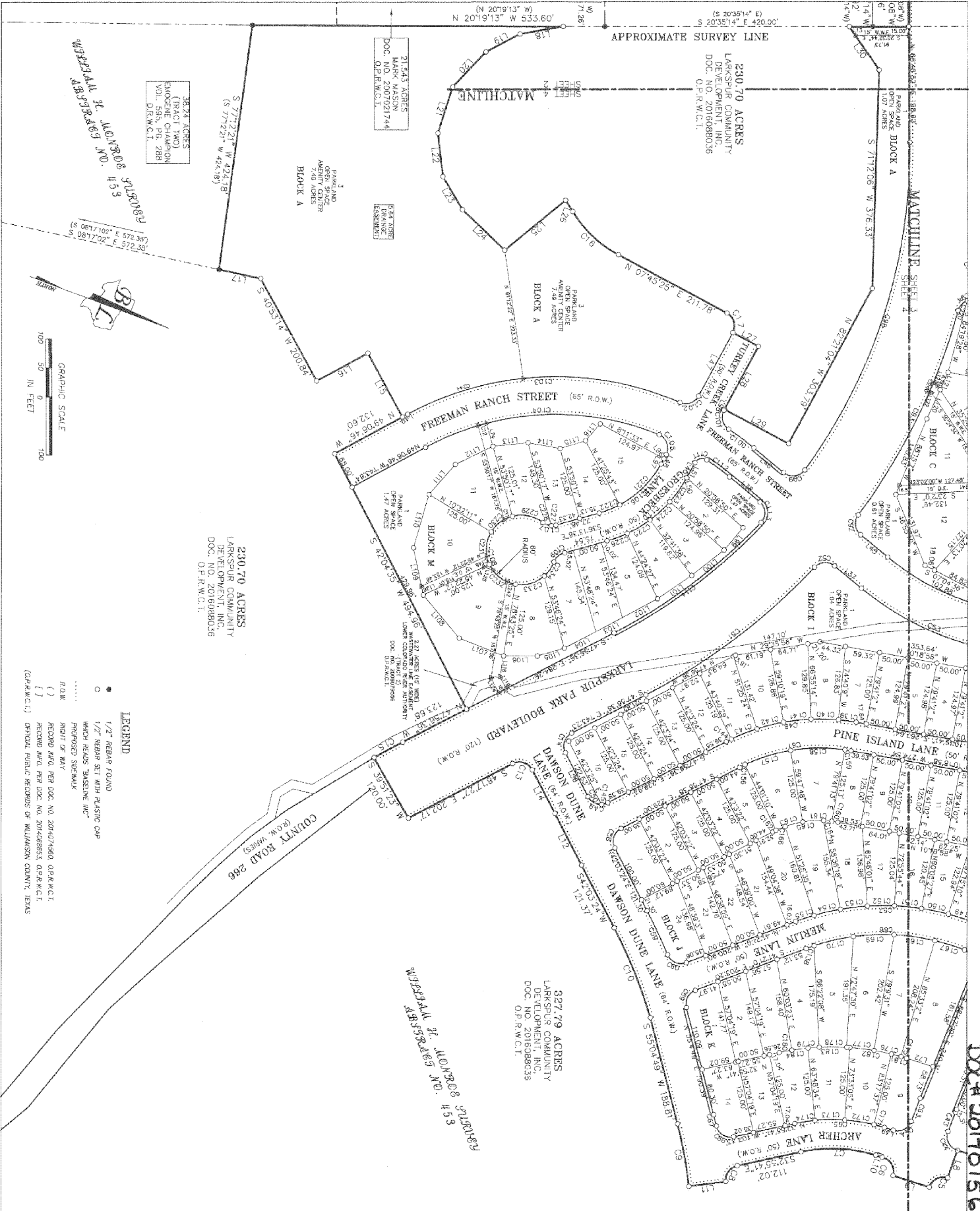
2.133 ACRES
 CAROLYN MILLER
 DOC. NO. 2027015006
 O.P.R.W.C.T.

BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE
 AUSTIN TEXAS 78754
 OFFICE: 512.374.9722 FAX: 512.873.9743
 scott-baseline@austin.rr.com

AMENDING PLAT OF CAUGHFIELD PHASE 1

File: S:\proj\Caughfield\Phase 1 Final Plat.dwg
Scale (Hor.): 1"=100'
Date: 02/14/17
Drawn By: JSL
Checked By: RLW
Revision 1:
Revision 2:
Revision 3:

SHEET
 03 of 07



38.24 ACRES
(TRACT TWO)
SMOKEHOUSE CHAIRMAN
VILL. SRN. PG. 288
D.P.R.W.C.T.

21.54 ACRES
MARK MASON
DOC. NO. 2007021744
O.P.R.W.C.T.

327.79 ACRES
LARKSPUR COMMUNITY
DEVELOPMENT, INC.
DOC. NO. 2016088035
O.P.R.W.C.T.

230.70 ACRES
LARKSPUR COMMUNITY
DEVELOPMENT, INC.
DOC. NO. 2016088035
O.P.R.W.C.T.

327.79 ACRES
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DEVELOPMENT, INC.
DOC. NO. 2016088035
O.P.R.W.C.T.

230.70 ACRES
LARKSPUR COMMUNITY
DEVELOPMENT, INC.
DOC. NO. 2016088035
O.P.R.W.C.T.

327.79 ACRES
LARKSPUR COMMUNITY
DEVELOPMENT, INC.
DOC. NO. 2016088035
O.P.R.W.C.T.

38.24 ACRES
(TRACT TWO)
SMOKEHOUSE CHAIRMAN
VILL. SRN. PG. 288
D.P.R.W.C.T.

21.54 ACRES
MARK MASON
DOC. NO. 2007021744
O.P.R.W.C.T.

327.79 ACRES
LARKSPUR COMMUNITY
DEVELOPMENT, INC.
DOC. NO. 2016088035
O.P.R.W.C.T.

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38.24 ACRES
(TRACT TWO)
SMOKEHOUSE CHAIRMAN
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327.79 ACRES
LARKSPUR COMMUNITY
DEVELOPMENT, INC.
DOC. NO. 2016088035
O.P.R.W.C.T.

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR SET WITH PLASTIC CAP
- WHICH REELS BASSLINE INC
- PROPOSED SIDEWALK
- RIGHT OF WAY
- () RECORD INFO PER DOC NO. 2016079880 O.P.R.W.C.T.
- () RECORD INFO PER DOC NO. 2016088035 O.P.R.W.C.T.
- () OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.)

AMENDING PLAT OF CAUGHFIELD PHASE 1

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE
AUSTIN TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
scott-baseline@austin.rr.com

File: S:\proj\Caugfield\Draw\Phase 1 Final Plat.dwg
Scale (Hor.): 1"=100'
Date: 02/14/17
Drawn By: JSL
Checked By: RLW
Revision 1:
Revision 2:
Revision 3:

LINE TABLE				LINE TABLE				CURVE TABLE				CURVE TABLE			
LINE	BEARING	LENGTH	CHORD	LINE	BEARING	LENGTH	CHORD	CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD		
L1	N 24.5152° E	33.11'	33.11'	L19	N 70.2831° W	50.92'	50.92'	C1	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L2	N 71.0139° E	31.80'	31.80'	L20	S 89.9222° E	70.93'	70.93'	C2	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L3	S 20.2532° E	50.00'	50.00'	L21	S 88.5432° E	61.82'	61.82'	C3	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L4	S 10.1231° W	32.40'	32.40'	L22	S 88.1536° E	61.35'	61.35'	C4	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L5	S 20.2830° E	50.00'	50.00'	L23	S 87.7640° E	60.88'	60.88'	C5	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L6	S 27.2719° E	38.81'	38.81'	L24	S 87.3744° E	60.41'	60.41'	C6	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L7	S 18.2414° E	76.63'	76.63'	L25	S 86.9848° E	59.94'	59.94'	C7	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L8	S 10.2200° E	79.07'	79.07'	L26	S 86.5952° E	59.47'	59.47'	C8	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L9	S 2.2095° E	81.61'	81.61'	L27	S 86.2056° E	59.00'	59.00'	C9	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L10	S 0.2000° E	83.04'	83.04'	L28	S 85.8160° E	58.53'	58.53'	C10	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L11	S 4.2628° W	100.24'	100.24'	L29	S 85.4264° E	58.06'	58.06'	C11	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L12	S 9.3435° W	118.96'	118.96'	L30	S 85.0368° E	57.59'	57.59'	C12	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L13	S 14.4242° W	140.07'	140.07'	L31	S 84.6472° E	57.12'	57.12'	C13	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L14	S 19.5049° W	160.00'	160.00'	L32	S 84.2576° E	56.65'	56.65'	C14	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L15	S 24.5856° W	180.00'	180.00'	L33	S 83.8680° E	56.18'	56.18'	C15	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L16	S 29.6663° W	200.00'	200.00'	L34	S 83.4784° E	55.71'	55.71'	C16	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L17	S 34.7470° W	220.00'	220.00'	L35	S 83.0888° E	55.24'	55.24'	C17	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L18	S 39.8277° W	240.00'	240.00'	L36	S 82.6992° E	54.77'	54.77'	C18	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L19	S 44.9084° W	260.00'	260.00'	L37	S 82.3096° E	54.30'	54.30'	C19	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L20	S 50.0000° W	280.00'	280.00'	L38	S 81.9200° E	53.83'	53.83'	C20	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L21	S 55.0807° W	300.00'	300.00'	L39	S 81.5304° E	53.36'	53.36'	C21	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L22	S 60.1614° W	320.00'	320.00'	L40	S 81.1408° E	52.89'	52.89'	C22	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L23	S 65.2421° W	340.00'	340.00'	L41	S 80.7512° E	52.42'	52.42'	C23	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L24	S 70.3228° W	360.00'	360.00'	L42	S 80.3616° E	51.95'	51.95'	C24	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L25	S 75.4035° W	380.00'	380.00'	L43	S 79.9720° E	51.48'	51.48'	C25	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L26	S 80.4842° W	400.00'	400.00'	L44	S 79.5824° E	51.01'	51.01'	C26	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L27	S 85.5649° W	420.00'	420.00'	L45	S 79.1928° E	50.54'	50.54'	C27	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L28	S 90.6456° W	440.00'	440.00'	L46	S 78.8032° E	50.07'	50.07'	C28	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L29	S 95.7263° W	460.00'	460.00'	L47	S 78.4136° E	49.60'	49.60'	C29	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L30	S 100.8070° W	480.00'	480.00'	L48	S 78.0240° E	49.13'	49.13'	C30	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L31	S 105.8877° W	500.00'	500.00'	L49	S 77.6344° E	48.66'	48.66'	C31	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L32	S 110.9684° W	520.00'	520.00'	L50	S 77.2448° E	48.19'	48.19'	C32	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L33	S 116.0491° W	540.00'	540.00'	L51	S 76.8552° E	47.72'	47.72'	C33	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L34	S 121.1298° W	560.00'	560.00'	L52	S 76.4656° E	47.25'	47.25'	C34	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L35	S 126.2105° W	580.00'	580.00'	L53	S 76.0760° E	46.78'	46.78'	C35	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L36	S 131.2912° W	600.00'	600.00'	L54	S 75.6864° E	46.31'	46.31'	C36	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L37	S 136.3719° W	620.00'	620.00'	L55	S 75.2968° E	45.84'	45.84'	C37	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L38	S 141.4526° W	640.00'	640.00'	L56	S 74.9072° E	45.37'	45.37'	C38	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L39	S 146.5333° W	660.00'	660.00'	L57	S 74.5176° E	44.90'	44.90'	C39	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L40	S 151.6140° W	680.00'	680.00'	L58	S 74.1280° E	44.43'	44.43'	C40	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L41	S 156.6947° W	700.00'	700.00'	L59	S 73.7384° E	43.96'	43.96'	C41	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L42	S 161.7754° W	720.00'	720.00'	L60	S 73.3488° E	43.49'	43.49'	C42	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L43	S 166.8561° W	740.00'	740.00'	L61	S 72.9592° E	43.02'	43.02'	C43	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L44	S 171.9368° W	760.00'	760.00'	L62	S 72.5696° E	42.55'	42.55'	C44	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L45	S 177.0175° W	780.00'	780.00'	L63	S 72.1800° E	42.08'	42.08'	C45	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L46	S 182.0982° W	800.00'	800.00'	L64	S 71.7904° E	41.61'	41.61'	C46	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L47	S 187.1789° W	820.00'	820.00'	L65	S 71.4008° E	41.14'	41.14'	C47	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L48	S 192.2596° W	840.00'	840.00'	L66	S 71.0112° E	40.67'	40.67'	C48	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L49	S 197.3403° W	860.00'	860.00'	L67	S 70.6216° E	40.20'	40.20'	C49	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L50	S 202.4210° W	880.00'	880.00'	L68	S 70.2320° E	39.73'	39.73'	C50	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L51	S 207.5017° W	900.00'	900.00'	L69	S 69.8424° E	39.26'	39.26'	C51	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L52	S 212.5824° W	920.00'	920.00'	L70	S 69.4528° E	38.79'	38.79'	C52	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L53	S 217.6631° W	940.00'	940.00'	L71	S 69.0632° E	38.32'	38.32'	C53	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L54	S 222.7438° W	960.00'	960.00'	L72	S 68.6736° E	37.85'	37.85'	C54	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L55	S 227.8245° W	980.00'	980.00'	L73	S 68.2840° E	37.38'	37.38'	C55	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L56	S 232.9052° W	1000.00'	1000.00'	L74	S 67.8944° E	36.91'	36.91'	C56	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L57	S 237.9859° W	1020.00'	1020.00'	L75	S 67.5048° E	36.44'	36.44'	C57	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L58	S 243.0666° W	1040.00'	1040.00'	L76	S 67.1152° E	35.97'	35.97'	C58	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L59	S 248.1473° W	1060.00'	1060.00'	L77	S 66.7256° E	35.50'	35.50'	C59	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L60	S 253.2280° W	1080.00'	1080.00'	L78	S 66.3360° E	35.03'	35.03'	C60	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L61	S 258.3087° W	1100.00'	1100.00'	L79	S 65.9464° E	34.56'	34.56'	C61	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L62	S 263.3894° W	1120.00'	1120.00'	L80	S 65.5568° E	34.09'	34.09'	C62	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L63	S 268.4701° W	1140.00'	1140.00'	L81	S 65.1672° E	33.62'	33.62'	C63	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L64	S 273.5508° W	1160.00'	1160.00'	L82	S 64.7776° E	33.15'	33.15'	C64	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L65	S 278.6315° W	1180.00'	1180.00'	L83	S 64.3880° E	32.68'	32.68'	C65	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L66	S 283.7122° W	1200.00'	1200.00'	L84	S 63.9984° E	32.21'	32.21'	C66	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L67	S 288.7929° W	1220.00'	1220.00'	L85	S 63.6088° E	31.74'	31.74'	C67	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L68	S 293.8736° W	1240.00'	1240.00'	L86	S 63.2192° E	31.27'	31.27'	C68	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L69	S 298.9543° W	1260.00'	1260.00'	L87	S 62.8296° E	30.80'	30.80'	C69	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L70	S 304.0350° W	1280.00'	1280.00'	L88	S 62.4400° E	30.33'	30.33'	C70	25.00	39.27	90.0000°	S 65.3528° E	36.36		
L71	S 309.1157° W	1300.00'	1300.00												

METS AND BOUNDS DESCRIPTION

THESE METS AND BOUNDS DESCRIBE THE FOLLOWING: ...

1. Along a horizontal curve to the left having a radius of 250.0 feet ...

2. Along a horizontal curve to the right having a radius of 250.0 feet ...

3. Along a horizontal curve to the left having a radius of 250.0 feet ...

4. Along a horizontal curve to the right having a radius of 250.0 feet ...

5. Along a horizontal curve to the left having a radius of 250.0 feet ...

6. Along a horizontal curve to the right having a radius of 250.0 feet ...

7. Along a horizontal curve to the left having a radius of 250.0 feet ...

8. Along a horizontal curve to the right having a radius of 250.0 feet ...

9. Along a horizontal curve to the left having a radius of 250.0 feet ...

METS AND BOUNDS DESCRIPTION (Continued)

10. Along a horizontal curve to the right having a radius of 250.0 feet ...

11. Along a horizontal curve to the left having a radius of 250.0 feet ...

12. Along a horizontal curve to the right having a radius of 250.0 feet ...

13. Along a horizontal curve to the left having a radius of 250.0 feet ...

14. Along a horizontal curve to the right having a radius of 250.0 feet ...

15. Along a horizontal curve to the left having a radius of 250.0 feet ...

16. Along a horizontal curve to the right having a radius of 250.0 feet ...

17. Along a horizontal curve to the left having a radius of 250.0 feet ...

18. Along a horizontal curve to the right having a radius of 250.0 feet ...

19. Along a horizontal curve to the left having a radius of 250.0 feet ...

METS AND BOUNDS DESCRIPTION (Continued)

20. Along a horizontal curve to the right having a radius of 250.0 feet ...

21. Along a horizontal curve to the left having a radius of 250.0 feet ...

22. Along a horizontal curve to the right having a radius of 250.0 feet ...

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28. Along a horizontal curve to the right having a radius of 250.0 feet ...

29. Along a horizontal curve to the left having a radius of 250.0 feet ...



30. Along a horizontal curve to the right having a radius of 250.0 feet ...

Table with 2 columns: Item, Description. Includes Scale (1"=100'), Date (02/14/17), Drawn By (JBL), Checked By (RLW), Revision 1, Revision 2, Revision 3.

AMENDING PLAT OF CAUGHFIELD PHASE 1

BASELINE LAND SURVEYORS, INC. PROFESSIONAL LAND SURVEYING SERVICES 6333 CROSS PARK DRIVE AUSTIN TEXAS 78754 OFFICE: 512.374.9722 FAX: 512.673.9743 scott-baseline@austin.rr.com

STATE OF TEXAS }
COUNTY OF WILLAMSON }

KNOW ALL MEN BY THESE PRESENTS, THAT LARGESUR COMMUNITY DEVELOPMENT, INC., A TEXAS CORPORATION, ACTING HEREIN BY AND THROUGH GARRETT S. MARTIN, PRESIDENT, BEING THE OWNER OF 5872956 ACRES OF LAND OUT OF THE WILLIAM H. WORSBURG SURVEY, ABSTRACT NO. 453, BEING SITUATED IN WILLAMSON COUNTY, TEXAS, CONVEYED TO LARGESUR COMMUNITY DEVELOPMENT, INC. BY WILLAMSON COUNTY, TEXAS, AND SO HEREBY RESUBDIVIDE 7,514.4 ACRES OUT OF SAID 5872956 ACRES TRACT AS SHOWN HEREON, TO BE KNOWN AS AMENDING PLAT OF CAUGHFIELD, PHASE 1, AND DO CONSENT TO ALL PLAT NOT REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEVOLVE TO THE PUBLIC THE RIGHTS, RIGHTS-OF-WAY, EASEMENTS, AND OBLIGATIONS OF SAID SUBDIVISION AND CONSENT TO THE PUBLIC RECORDING OF SAID INSTRUMENT AND THE RESPONSIBILITY OF THE OWNERS, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENACTED SPECIES ACT, STATE ACQUIRES REGULATIONS, AND ANY APPLICABLE ORDINANCES.

WITNESS MY HAND THIS 16th DAY OF FEBRUARY 2017, A.D.

LARGESUR COMMUNITY DEVELOPMENT, INC.

A TEXAS CORPORATION

BY: *Garrett Martin*
NAME: GARRETT MARTIN
TITLE: PRESIDENT

STATE OF TEXAS }
COUNTY OF WILLAMSON }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED GARRETT MARTIN, PRESIDENT, LARGESUR COMMUNITY DEVELOPMENT, INC. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO CONSENTED TO THE PUBLIC RECORDING OF SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF FEBRUARY 2017, A.D.

NOTARY PUBLIC, STATE OF TEXAS

Ellen K. Harrison
NAME: ELLEN K. HARRISON
TITLE: VICE PRESIDENT



STATE OF TEXAS }
COUNTY OF WILLAMSON }

THAT THE NORTHERN TRUST COMPANY, AN ILLINOIS BANKING CORPORATION, THE LESSOR OF THAT CERTAIN 5872956 ACRES TRACT OF LAND RECORDED IN DOC. NO. 201888687 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE RESUBDIVISION OF THE CERTAIN 5872956 ACRES TRACT OF LAND SITUATED IN THE CITY OF LIBERTY HILL, WILLAMSON COUNTY, TEXAS, TO BE KNOWN AS AMENDING PLAT OF CAUGHFIELD, PHASE 1, AND DO HEREBY FOREVER DEVOLVE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

WITNESS MY HAND THIS 15th DAY OF FEBRUARY 2017, A.D.

THE NORTHERN TRUST COMPANY, AN ILLINOIS BANKING CORPORATION

BY: *Greg Gullery*
NAME: GREG GULLERY
TITLE: VICE PRESIDENT

STATE OF TEXAS }
COUNTY OF WILLAMSON }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED GREG GULLERY, VICE PRESIDENT, THE NORTHERN TRUST COMPANY, AN ILLINOIS BANKING CORPORATION, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO CONSENTED TO THE PUBLIC RECORDING OF SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 15th DAY OF FEBRUARY 2017, A.D.

NOTARY PUBLIC, STATE OF TEXAS

Ellen K. Harrison
NAME: ELLEN K. HARRISON
TITLE: VICE PRESIDENT



STATE OF TEXAS }
COUNTY OF WILLAMSON }

THAT CAUGHFIELD PARK, LTD., A TEXAS LIMITED LIABILITY COMPANY, THE LESSOR OF THAT CERTAIN 5872956 ACRES TRACT OF LAND RECORDED IN DOC. NO. 201888687 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE RESUBDIVISION OF THAT CERTAIN 5872956 ACRES TRACT OF LAND RECORDED IN DOC. NO. 201888687 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, TO BE KNOWN AS AMENDING PLAT OF CAUGHFIELD, PHASE 1, AND DO HEREBY FOREVER DEVOLVE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

WITNESS MY HAND THIS 16th DAY OF FEBRUARY 2017, A.D.

CAUGHFIELD PARK, LTD., A TEXAS LIMITED LIABILITY COMPANY

BY: *Garrett Martin*
NAME: GARRETT MARTIN
TITLE: PRESIDENT

STATE OF TEXAS }
COUNTY OF WILLAMSON }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED GARRETT S. MARTIN, PRESIDENT, CAUGHFIELD PARK, LTD., A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO CONSENTED TO THE PUBLIC RECORDING OF SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF FEBRUARY 2017, A.D.

NOTARY PUBLIC, STATE OF TEXAS

Ellen K. Harrison
NAME: ELLEN K. HARRISON
TITLE: VICE PRESIDENT



STATE OF TEXAS }
COUNTY OF WILLAMSON }

I, J. SCOTT LAMBERT, DO HEREBY CERTIFY THAT I PREPARED THIS PLAN IN THE ROOM AN ACTUAL AND WERE HEREBY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH CHAPTER 5, SUBCHAPTER 5, ARTICLE 16, SECTION 202.002 OF THE TEXAS LAND SURVEYING ACT, THROUGH SUBCHAPTERS, CITY OF LIBERTY HILL LIMITED DEVELOPMENT CODE.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 21st DAY OF FEBRUARY 2017, A.D.

NOTARY PUBLIC, STATE OF TEXAS

Ellen K. Harrison
NAME: ELLEN K. HARRISON
TITLE: VICE PRESIDENT



STATE OF TEXAS }
COUNTY OF WILLAMSON }

I, SARA A. WILLIAMS, DO CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAN COMPLETES WITH CHAPTER 5, SUBCHAPTER 5, ARTICLE 16, SECTION 202.002 OF THE TEXAS LAND SURVEYING ACT, THROUGH SUBCHAPTERS, CITY OF LIBERTY HILL LIMITED DEVELOPMENT CODE, AND THE DESIGN AND CONSTRUCTION STANDARDS SET FORTH BY THE CITY OF LIBERTY HILL, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 21st DAY OF FEBRUARY 2017, A.D.

NOTARY PUBLIC, STATE OF TEXAS

Bruce Williams
NAME: BRUCE WILLIAMS
TITLE: VICE PRESIDENT



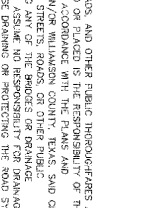
STATE OF TEXAS }
COUNTY OF WILLAMSON }

APPROVAL OF CITY ADMINISTRATOR:
1. GREG BOURNIEAU, CITY ADMINISTRATOR, OR DESIGNEE OF THE CITY OF LIBERTY HILL, TEXAS, UNDER THE AUTHORITY GRANTED ME IN SECTION 202.002 OF THE TEXAS LAND SURVEYING ACT, THROUGH SUBCHAPTERS, CITY OF LIBERTY HILL LIMITED DEVELOPMENT CODE, IN ACCORDANCE WITH THE TEXAS LAND SURVEYING ACT, THROUGH SUBCHAPTERS, CITY OF LIBERTY HILL LIMITED DEVELOPMENT CODE, DO HEREBY CONSENT TO THE RESUBDIVISION OF THAT CERTAIN 5872956 ACRES TRACT OF LAND RECORDED IN DOC. NO. 201888687 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE, TO BE KNOWN AS AMENDING PLAT OF CAUGHFIELD, PHASE 1, AND DO HEREBY FOREVER DEVOLVE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 21st DAY OF FEBRUARY 2017, A.D.

NOTARY PUBLIC, STATE OF TEXAS

Ellen K. Harrison
NAME: ELLEN K. HARRISON
TITLE: VICE PRESIDENT



IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC IMPROVEMENTS AND ANY BRIDGES OR DAMS NECESSARY TO BE CONSTRUCTED OR PLACED ON THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THE PLAN IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS THEREON, SHALL BE THE RESPONSIBILITY OF THE OWNERS OF SAID TRACT OF LAND. THE CITY OF LIBERTY HILL, TEXAS, WILL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OF ANY STREETS, ROADS OR DAMS NECESSARY TO BE CONSTRUCTED OR PLACED ON THE RESPONSIBILITY OF THE OWNERS OF SAID TRACT OF LAND. THE CITY OF LIBERTY HILL, TEXAS, WILL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OF ANY STREETS, ROADS OR DAMS NECESSARY TO BE CONSTRUCTED OR PLACED ON THE RESPONSIBILITY OF THE OWNERS OF SAID TRACT OF LAND. THE CITY OF LIBERTY HILL, TEXAS, WILL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OF ANY STREETS, ROADS OR DAMS NECESSARY TO BE CONSTRUCTED OR PLACED ON THE RESPONSIBILITY OF THE OWNERS OF SAID TRACT OF LAND.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS INSTRUMENT. THE COUNTY DOES NOT WARRANT THAT THE INFORMATION CONTAINED HEREIN IS CORRECT OR COMPLETE. THE COUNTY DOES NOT WARRANT THAT THE INFORMATION CONTAINED HEREIN IS COMPLETELY ACCURATE. THE COUNTY DOES NOT WARRANT THAT THE INFORMATION CONTAINED HEREIN IS COMPLETELY ACCURATE. THE COUNTY DOES NOT WARRANT THAT THE INFORMATION CONTAINED HEREIN IS COMPLETELY ACCURATE.

STATE OF TEXAS }
COUNTY OF WILLAMSON }

THE SIGNATURE OF A NOTARY PUBLIC IS REQUIRED TO VALIDATE THIS INSTRUMENT. THE SIGNATURE OF A NOTARY PUBLIC IS REQUIRED TO VALIDATE THIS INSTRUMENT. THE SIGNATURE OF A NOTARY PUBLIC IS REQUIRED TO VALIDATE THIS INSTRUMENT.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 21st DAY OF FEBRUARY 2017, A.D.

NOTARY PUBLIC, STATE OF TEXAS

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AMENDING PLAT OF CAUGHFIELD PHASE 1

BASELINE LAND SURVEYORS, INC. PROFESSIONAL LAND SURVEYING SERVICES 8333 CROSS PARK DRIVE AUSTIN TEXAS 78754 OFFICE: 512.374.9722 FAX: 512.873.9743 scott-baseline@austin.rr.com

File: S:\proj\Caughfield\Owg\Phase 1 Final Plat.dwg
Scale (Hor.): 1"=100'
Date: 02/14/17
Drawn By: JSL
Checked By: RLW
Revision 1:
Revision 2:
Revision 3:

AFTER RECORDING RETURN TO:
JOSHUA D. BERNSTEIN, ESQ.
NORTON ROSE FULBRIGHT US LLP
98 SAN JACINTO BLVD., SUITE 1100
AUSTIN, TEXAS 78701

 NORTON ROSE FULBRIGHT

LARKSPUR

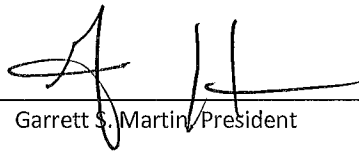
A Master Planned Community in Williamson County, Texas

DESIGN GUIDELINES

EXECUTED to be effective the 21ST day of FEBRUARY, 2017:

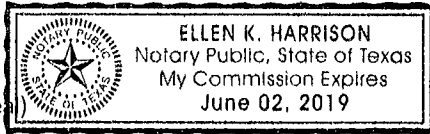
DECLARANT:

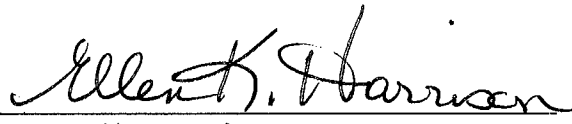
LARKSPUR COMMUNITY DEVELOPMENT INC.
a Texas corporation

By: 
Garrett S. Martin/President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 21ST day of FEBRUARY, 2017 by Garrett S. Martin, President of LARKSPUR COMMUNITY DEVELOPMENT INC. a Texas corporation, on behalf of said limited liability companies.

(seal) 
ELLEN K. HARRISON
Notary Public, State of Texas
My Commission Expires
June 02, 2019


Notary Public, State of Texas

Adopted by Declarant as Larkspur Reviewer in accordance with Section 6.4(b) of Larkspur Master Covenant, recorded under Document No. 2016098172, Official Public Records of Williamson County, Texas, as amended.

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I. Introduction

Any notice or information required to be submitted to the Larkspur Reviewer under these Design Guidelines hereunder will be submitted to the Larkspur Reviewer, c/o Goodwin Management 11149 Research Blvd., Suite 100, Austin, TX 78759; Phone: (512) 502-7026, Fax: (512)346-4873.

A. **Background**

Larkspur is a master planned community located in Williamson County, Texas. Larkspur consists of Development Areas which are subject to the terms and provisions of the Larkspur Master Covenant, recorded in the Official Public Records of Williamson, Texas (the "Master Covenant"). The Master Covenant includes provisions governing the construction of improvements and standards of maintenance, use and conduct for the preservation of Larkspur.

B. **Larkspur Reviewer and Review Authority**

The Larkspur Reviewer consists of members who have been appointed by **LARKSPUR COMMUNITY DEVELOPMENT INC.**, a Texas corporation (the "Declarant"), acting as the Declarant under the Master Covenant. As provided in *Article 6* of the Master Covenant, Declarant has a substantial interest in ensuring that Improvements within Larkspur development maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of Larkspur. As a consequence thereof, the Larkspur Reviewer acts solely in Declarant's interest and shall owe no duty to any other Owner or to the Larkspur Master Community, Inc., a Texas nonprofit corporation (the "Association").

Article 6 of the Master Covenant includes procedures and criteria for the construction of Improvements within Larkspur. Sections 6.1 (a) of the Master Covenant provide that any and all improvements must be erected, placed, constructed, painted, altered, modified or remodeled in strict compliance with the requirements of the Master Covenant and these Design Guidelines, and no Improvements may be constructed by anyone other than Declarant without the prior written approval of the Larkspur Reviewer.

II. Governmental Requirements

Governmental ordinances and regulations are applicable to all Lots within Larkspur, including, but not limited to federal, state, county and local requirements and universal building codes, if adopted. It is the responsibility of each Owner to obtain all necessary permits and inspections. Compliance with these Design Guidelines is not a substitute for compliance with Applicable Law. Please be advised that these Design Guidelines do not list or describe each requirement which may be applicable to a Lot within Larkspur. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans to the Larkspur Reviewer for approval. Furthermore, approval by the Larkspur Reviewer should not be construed by the Owner to mean that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot.

The Larkspur Reviewer shall bear no responsibility for ensuring plans submitted to the Larkspur Reviewer comply with any applicable building codes, zoning regulation and other government

requirements. It is the responsibility of the Owner to secure any required governmental approvals prior to construction on such Owner's Lot.

III. Interpretation

In the event of any conflict between these Design Guidelines and the Master Covenant, the Master Covenant shall control. Capitalized terms used in these Design Guidelines and not otherwise defined in this document shall have the same meaning as set forth in the Master Covenant.

IV. Amendments

During the Development Period, the Declarant as the Larkspur Reviewer, acting alone, may amend these Design Guidelines. Thereafter, the ACC may amend these Design Guidelines. All amendments shall become effective upon recordation in the Official Public Records of Williamson County, Texas. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that they have the most current edition of the Design Guidelines and every amendment thereto.

V. Architectural Review Overview

A. Objective

The objective of the review process is to promote aesthetic harmony in the community by providing for compatibility of specific designs with surrounding buildings, the environment and the topography within Larkspur. The review process strives to maintain objectivity and sensitivity to the individual aspects of design.

B. Responsibility for Compliance

An applicant is responsible for ensuring that all of the applicant's representatives, including the applicant's architect, engineer, contractors, subcontractors, and their agents and employees, are aware of these Design Guidelines and all requirements imposed by the Larkspur Reviewer as a condition of approval.

C. Inspection

Upon completion of all approved work, the Owner must notify the Larkspur Reviewer. The Larkspur Reviewer may inspect the work at any time to verify conformance with the approved submittals.

D. Submittals

Requests for approval of proposed new construction, landscaping, or exterior modifications must be made by submitting the information and materials outlined in the Plan Review Process, set forth herein.

VI. Architectural and Aesthetic Standards

A. Plan Repetition

Plan Repetition within Larkspur shall be as follows:

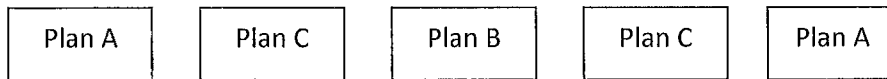
- 1 Lot between same floor plan, different elevation
- 2 Lots between same floor plan and same elevation
- Across street and 1 over for same floor plan, different elevation
- Across street and 2 over for same floor plan, same elevation

The Larkspur Reviewer may, in its sole and absolute discretion, deny a plan or elevation proposed for a particular Lot if a substantially similar plan or elevation exists on a Lot in close proximity to the Lot on which the plan or elevation is proposed. The Larkspur Reviewer may adopt additional requirements concerning substantially similar plans or elevations constructed in proximity to each other.

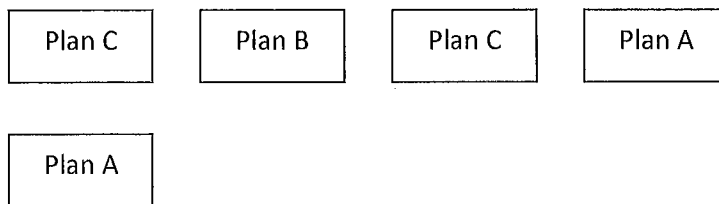
For Example:

- Plan A = floorplan with elevation
- Plan B = same floorplan as Plan A with different elevation than Plan A
- Plan C = different floorplan as Plan A and Plan B with different elevation than Plan A and Plan B

Same Side:



OR



B. Stone, Trim & Brick Repetition

Exterior Color Scheme Repetition (stone, brick and trim combination) within Larkspur shall be as follows:

- Exterior Color Scheme - 2 Lots between same scheme
- Exterior Color Scheme - Across street and 2 over for same scheme

The Larkspur Reviewer may, in its sole and absolute discretion, deny proposed stone, trim or brick for a particular Lot if substantially similar stone, trim or brick exists on a Lot in close proximity to the Lot on which the brick or masonry is proposed. The Larkspur Reviewer may adopt additional requirements concerning substantially similar stone, brick and masonry materials and color schemes constructed in proximity to each other.

C. Siding and Masonry

All building materials must be approved in advance by the Larkspur Reviewer, and only new building materials (except for antique brick if approved in writing) may be used for constructing any improvements.

Siding and Masonry within Larkspur shall meet any minimums as required by the City of Liberty Hill, except that the following shall be required:

	Front	Sides	Rear	Street Facing Side/Rear
Value 50's	25%	0%	0%	50%
Standard 50's	50%	0%	0%	100%
60's	50%	50%	0%	100%
70's	100%	50%	50%	100%

- Cementitious Materials and Stucco. Hardi-Board and other cementitious siding materials are not considered masonry. Stucco is considered masonry.
- Masonry Calculation. Roofs, eaves, soffits, windows, gables, doors, garage doors and trim work are not required to be constructed of masonry and shall be deducted from the calculation of the minimum percentage of masonry requirement.
- Exposed Foundations. Exposed portions of the foundation on any sides of the house visible from the street must be concealed by extending the exterior stone or brick to within at least twenty-four inches (24") of the finished grade on front and side elevations in front of fencing and forty-eight inches (48") on rear elevations and sides behind fencing. Remaining exposed slab area must be underpinned.
- Slab Elevations. All finished slab elevations shall be a minimum of one foot (1') above the one hundred (100) year frequency flood level.
- Prohibited Elements:
 - Highly reflective finishes on exterior surfaces (other than non-mirrored glass or on surfaces of hardware fixtures).
 - Mirrored glass.
 - No vivid/bright colors.
 - All exterior schemes must be approved by Larkspur Reviewer prior to installation.

D. Square Footage

- Calculation. For the purpose of calculating total square footage, open or screened porches, terraces, patios, decks, driveways, garages, storage facilities and walkways shall be excluded. Other detached accessory uses such as cabanas or garages are permitted, but will not count toward the minimum square footage requirement. The calculation of square feet shall be measured from outside surface to outside surface.
- Square Foot Banding. Single-family residences constructed within Larkspur contain a total square footage of :
 - 50' Lots – 1,300 SF - minimum square footage
 - 60' Lots – 2,100 SF - minimum square footage
 - 70' Lots – 2,600 SF - minimum square footage

E. Temporary/Accessory Structures

Detached accessory structures such as cabanas, garden buildings, detached garages, storage buildings or guesthouses are permitted if approved in advance by the Larkspur Reviewer. Only one (1) permanent storage building will be permitted on a Lot.

- Permitted Structures. Such accessory structures must be: (i) constructed of the same materials, same colors and with the same quality of construction as the primary residential structure, including the roof (as determined by the Larkspur Reviewer); and (ii) no larger than 10' X 10' X 8', unless otherwise approved.
- Square Footage Calculations. Permitted accessory structures do not count toward the minimum square footage requirements of these Design Guidelines.

F. Building Height

Proposed heights must be compatible with adjacent structures and be compatible with existing or anticipated structure heights on Lots located above or below the Lot on which the proposed residence will be constructed and must be approved in writing by the Larkspur Reviewer, prior to commencement of construction.

- Structure Height. Unless otherwise approved in advance by the Larkspur Reviewer, no building or residential structure may exceed thirty-six feet (36') in height as measured as the vertical distance between the finished floor elevation at any point within the structure and the average ridge, peak or gable (exclusive of chimneys and ventilators). No structure shall exceed two (2) stories.
- Views. Views are neither guaranteed, preserved nor protected within Larkspur.

G. Roofs and Chimneys

The pitch, color and composition of all roof materials must be approved in writing by the Larkspur Reviewer, prior to commencement of construction. Roof vents and other penetrations shall be as unobtrusive as possible and must match the principal color of the roof unless approved in advance by the Larkspur Reviewer.

- Accepted Roof Pitch: The roof pitch of the primary residence erected on a Lot must be appropriate for the style of the home with a pitch of no less than 6/12 on all major roof structures on the front elevation and no less than 6/12 on all major roof structures on the back elevation, unless otherwise approved in advance by the Larkspur Reviewer. The roof pitch of dormers, porches and other similar accessory structures attached to the primary residence shall be exempt from this requirement, but nonetheless subject to approval by the Larkspur Reviewer. Porches may be 4/12 pitch and up to two hundred square feet (200 ft') total.
- Accepted Roof Materials: Roofing materials shall be limited to approved weathered wood colored non-reflective metal, clay, tile or 3-dimensional composition shingles that conform to or exceed applicable local, FHA and VA requirements.

50' Lots – 25 year 3-tab weathered wood or equivalent

60' Lots – 30 year dimensional weathered wood or equivalent

70' Lots – 30 year dimensional weathered wood or equivalent

- Chimneys. Chimney style must be appropriate for the style of the home and shall be fiber cement siding or masonry (stone, brick or stucco) matching with the same permitted colors and materials as permitted on the body of the house.
- Other Materials. Any other type of chimney or roofing material shall be permitted only with the advance written approval of the Larkspur Reviewer.
- Prohibited Elements:
 - Excessively pitched roofs.
 - Mansard, gambrel or chalet roofs.
 - Flat roofs (less than 3/12).
 - Roofs that are too steep or too shallow for the style of the home.
 - Glossy metal and/or reflective materials or bright colors.
 - Natural or silver Galvalume.
 - Roof vents on the front plane of the home.
 - Stove-pipe chimneys, prominent chimneys or other random roof penetrations.
 - White or bubble skylights.

H. Driveways

The design, construction materials, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Larkspur Reviewer.

- Width. Other than the flair in the driveway necessary to connect to the garage and, for side-entry garages area required for turning/maneuvering, the minimum width of a driveway is twelve feet (12') and the maximum width of a driveway path is twenty-five feet (25') within five (5') feet from the curb (to allow for connecting radius to street). The maximum width of driveway area for a turnout shall be no more than thirty feet (30') wide.
- Setbacks. Driveway setbacks shall comply with any minimum standards established by the City of Liberty Hill.
- Finishes. All driveways shall be surfaced with brushed concrete. Asphalt driveways are prohibited. Exposed aggregate and salt finish driveways are permitted.
- Raised Driveway. If the driveway is raised significantly above finished grade (which will be determined by the Larkspur Reviewer in its sole and absolute discretion), the exposed sides of the driveway must be underpinned (parged). When practical, landscaping to screen the raised area is recommended, upon approval in writing by the Larkspur Reviewer.
- Ramps. Where driveways conflict with pedestrian walks, curbs must be saw cut and handicap ramps installed. Handicap ramps must be constructed to comply with all Texas Department of Licensing and Regulation Architectural Barriers Texas Architectural Accessibility Standards and American Disabilities Act (ADA) requirements.

I. Sidewalks

Each Owner of a Lot must build or cause to be built on such Owner's Lot, in a location designated by the Larkspur Reviewer, a concrete sidewalk complying with the specifications set forth in the applicable Plat, if shown, approved subdivision plans, the Documents or any other requirements in conjunction with and at the time of construction of the residence thereon.

- Pedestrian Sidewalks. Sidewalks that run generally parallel with the street and are considered part of the overall community sidewalk or trail system are "Pedestrian Sidewalks." Pedestrian sidewalks must be constructed in accordance with the approved subdivision plans. Pedestrian sidewalks shall be surfaced with brushed concrete.
- Lead Walk. The portion of sidewalk that may connect from the Pedestrian Sidewalk to the home is called the "Lead Walk." Lead Walks may be surfaced with brushed concrete or exposed aggregate, salt finish, stained concrete or other surfaces as may be approved by the Larkspur Reviewer.

- Compliance. All sidewalks must comply with any designated widths established by the City of Liberty Hill and the applicable Plat, if shown, and must be adjacent to the back of the curb and comply with all Texas Department of Licensing and Regulation Architectural Barriers and Texas Architectural Accessibility Standards.

J. Garages and Garage Doors

All garages shall be approved in advance of construction by the Larkspur Reviewer.

- Enclosed Garage. Improvements constructed on each Lot must include a private, enclosed garage capable at all times of housing at least two (2) standard size automobiles. Unless approved in writing by the Larkspur Reviewer, no more than three (3) garage doors may be contiguous to one another and, in those circumstances, there must be a one (1) foot offset on at least one (1) of the three (3) bays.
- Features. Interior walls of all garages must be finished at a minimum by taping, bedding, and floating the joints. Each garage shall have garage doors that are wired so as to be operated by electric door openers. All sixty foot (60') and seventy foot (70') Lots must include garage door openers as a standard feature.
- Garage Doors. Each Builder must offer at least four (4) selections of garage door styles as an option.
- Setbacks. Garages shall comply with minimum setback standards established by the City of Liberty Hill.
- Prohibited Elements:
 - Carports.
 - Open (not enclosed) automobile storage.

K. Exterior Lighting

Exterior lighting must be approved in advance by the Larkspur Reviewer.

- Brightness. Brightness shall comply with maximum brightness standards established by the City of Liberty Hill.
- Number. The number of exterior light fixture for the house and the landscape may be limited in order to prevent excessive lighting. When the lighting is being installed on the site, a night time inspection and written approval may be required prior to final installation.
- Prohibited Elements:

- White or color corrected high intensity lamps and exterior lights (except holiday lighting which may not be installed more than thirty (30) days before a holiday and must be removed no more than fourteen (14) days after the holiday).
- Sodium, mercury vapor, or bare HID yard lights.

L. Setbacks

Setbacks shall comply with the requirements established by the City of Liberty Hill, set forth on the applicable Plat, any approved subdivision plans, the Documents, or any other requirements in conjunction with and at the time of construction of the residence thereon.

M. Address Markers and Mailboxes

Address markers must be readily visible from the street. The painting of addresses on the curb is not allowed. Centralized mailbox units will be provided in Larkspur for mail pick-up and delivery.

N. Antennas and Satellite Dishes

The requirements for the installation of Antennas and Satellite Dishes are set forth in the Development Area Declaration.

O. Signage

The signage requirements are set forth in the Development Area Declaration.

P. Solar Energy Devices

The requirements for the installation of Solar Energy Devices are set forth in the Development Area Declaration.

Q. Rainwater Harvesting Systems

The requirements for the installation of Rainwater Harvesting Systems are set forth in the Development Area Declaration.

R. Standby Generators

The requirements for the installation of Standby Generators are set forth in the Development Area Declaration.

S. HVAC Screening

Air conditioning compressors and pool equipment shall be enclosed by a landscape or structural screening element installed or constructed of materials approved by the Larkspur Reviewer.

T. Aesthetic Appeal

The Larkspur Reviewer may disapprove the construction or design of a home on purely aesthetic grounds. Any prior decisions of the Larkspur Reviewer regarding matters of design or aesthetics shall not be deemed to have set a precedent if the Larkspur Reviewer feels that the repetition of such actions would have any adverse effect on Larkspur.

VII. Landscape Guidelines

A. Landscape

All landscaping must meet the guidelines set forth herein and be in full compliance with the Landscape and Tree Ordinance of the City of Liberty Hill, Texas. An approved list of plants and turf is set forth on Attachment 1.

- Plans. No significant (*i.e.*, major changes in the plant list, plant and plant bed locations, plant count, hardscape design, materials) revisions may be made to landscaping plans without submission to the Larkspur Reviewer for approval. Plans otherwise in compliance with these guidelines shall be deemed approved without submission of Lot-specific landscape plans. Landscape installation must include vegetative screening for above ground utility connections visible from the street or adjacent properties. Hardscape elements in the landscaping must be in scale with the home and associated structures.
- Materials. All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or sodded grasses which are commonly used in Central Texas for landscaping purposes as set forth on the approved list of plants. Emphasis is placed on utilizing native plants that are drought tolerant as well as deer resistant. A minimum of two inches (2") of mulch is required for all shrub and bed areas. Turf grass shall have a minimum of four inches (4") of native soils or improved soils. Caliche is not considered soil. An Owner must plant grass within three (3) days after top-soil for planting grass has been delivered to the Lot.
- Trees and Shrubs. Lot specific landscape requirements are set forth on Attachment 1A.
- Installation and Maintenance. Landscaping of new homes must be installed within thirty (30) days of completion and in any event, landscaping in accordance with the approved plans shall be completely installed prior to occupancy of a residence. Modifications of existing landscaping must be completed within fourteen (14) days of commencement. Extensions to the time limit may be granted by the Larkspur Reviewer but may require a deposit. After installation, landscaping (including temporary landscaping) shall be properly maintained at all times.

- Gardens; Sculptures and Fountains. Any Owner who wishes to plant one or more gardens upon their Lot must obtain the prior approval of the Larkspur Reviewer. Sculptures and fountains are subject to approval by the Larkspur Reviewer.
- Reservation of Future Approvals. The Larkspur Reviewer reserves the right to require additional landscaping for pools, cabanas and other hardscape elements that may be constructed after completion of the residence and associated landscaping.
- Prohibited Elements.
 - Rock or crushed rock as a ground cover (unless approved in advance by the Larkspur Reviewer).
 - St. Augustine Grass.

B. Tree Protection

Protection and preservation of trees is of significant importance to the aesthetics and the environment of Larkspur.

- Vegetative Fencing. Whenever possible and economically feasible, all trees should be preserved and protected during construction with vegetative fencing.
- Tree Removal. Declarant shall be authorized herein to remove forty percent (40%) of existing trees within Larkspur without mitigation, and to remove any such trees located within the right-of-way for an arterial roadway. Subsequently, the removal of trees over thirty-three inches (33") in diameter shall require prior written approval from the City Manager of the City of Liberty Hill, Texas (the "**City Manager**"). The City Manager shall be authorized herein to administratively approve the removal of trees over nineteen inches (19") in diameter, if more than fifty percent (50%) of the tree's critical root zone is affected by construction. To mitigate for such removal, Declarant shall be required to plant replacement trees with cumulative equivalent to one hundred percent (100%) of the diameters of the trees removed. The City Manager shall be authorized herein to administratively approve the removal of ancestral trees over thirty inches (30") in diameter. To mitigate for such removal, Declarant shall be required to plant replacement trees with cumulative equivalent to two hundred percent (200%) of the diameters of the ancestral trees removed. Trees planted in the front yards of Lots will count towards the number of trees required to be planted to mitigate for removed trees. Replacement trees must be represented by large canopy trees with a diameter that is a minimum of two (2) caliper inches. Fees are calculated based on Thirty-Five and No/100 Dollars (\$35.00) per caliper inch of any trees removed and replaced as contemplated above.
- Oak Wilt. Sound horticultural practices, as recommended by the Texas Forest Service, are required to prevent the establishment or spread of oak wilt. Specific requirements include:
 - Tree pruning tools and blades shall be sterilized prior to and between cutting any oak trees.

- Oak tree pruning is discouraged from February 1st to June 15th.
- Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound).
- All firewood shall be covered.

C. Irrigation

The Larkspur Reviewer must approve all irrigation systems prior to installation.

- Yard Requirements. Yard irrigation systems shall be required according to the chart below. All irrigation systems, if installed, must be installed and maintained by a Texas Commission on Environmental Quality (“TCEQ”) licensed irrigator.

50’ Lots – not required, but must be offered as an option

60’ Lots – required in the front yard, the back yard must be offered as an option

70’ Lots – required for front, back and side yards

- Features. Backflow prevention devices are required and must be installed and maintained in accordance with TCEQ regulations. The use of drip irrigation is encouraged. Irrigation sprinkler systems must use heads that emit large drops rather than a fine mist. All irrigation systems shall be zone based on plant watering requirements. Rain sensors are required on all irrigation systems.
- Inspections. Yearly inspections by a licensed TCEQ Backflow Prevention Assembly Tester must be performed on all backflow prevention devices.
- Drought Management Plans. Drought management plans may be implemented by the Larkspur Reviewer, as necessary, within Larkspur, or by any applicable governmental authority.

D. Landscape Inspection

The Larkspur Reviewer may, upon the Owner’s completion of the installation of landscaping, conduct an on-site inspection of the property to ensure compliance with the approved plan.

E. Drainage

No buildings, fences, landscaping, or other structures are permitted within the drainage easements shown on the Plat, except as approved by the City of Liberty Hill Public Works Department. Additionally, there shall be no interference with the established drainage patterns on a Lot except by Declarant, unless adequate provision is made for proper drainage and such provision has been certified by a professional engineer and approved in advance by the Larkspur Reviewer.

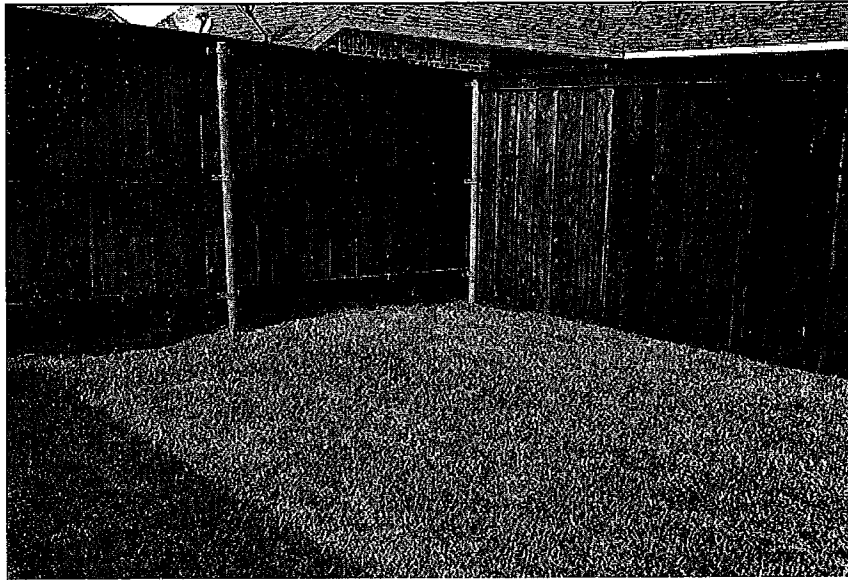
- Site Drainage. Responsibility for proper site drainage rests with the Owner. Each Owner is solely responsible for correcting any change in water flow or drainage caused by the construction of improvements on such Owner’s Lot.

- Area Drains. No area drains are allowed to extend through the curb, and any area drain opening must be behind the curb within the Lot and cannot extend to the street or right-of-way.

F. Fencing and Walls

The materials, height, location and construction of all fences must be approved in advance by the Larkspur Reviewer. Additional detailed fence diagrams are available on the Association website.

- Lot Fencing. Fencing is required on the sides and rear of the lot. Courtyard walls that are architectural walls and designed for individual house plans will be considered for approval by the Larkspur Reviewer.
- Front Returns. Front returns shall be wrought iron and six feet (6') in height.
- Retaining Walls. All retaining wall plans over four feet (4') tall or within any right-of-way must be submitted to the Larkspur Reviewer for consideration and must be constructed in accordance with stamped engineered plans by a licensed engineer.
- Plans. Plans submitted for fences or walls must be drawn on an accurate copy of the site plan.
- Greenbelt Fencing. Unless otherwise approved in writing at the sole discretion of the Larkspur Reviewer, all lots backing up to a greenbelt must utilize powder coated steel or ornamental wrought iron fence (painted black) along the property line adjacent to the greenbelt and installed by Builder.
- Construction. All fencing shall be approved in advance by the Larkspur Reviewer. On all corner Lots; fences shall be capped as shown in Diagram A below and board on board design. All fencing shall be constructed of 1'x6'x6' cedar pickets using 4"X4" weather treated post. Fencing shall return to a point no more than fifteen feet (15') from the front corner of the house and must enclose all HVAC equipment. All fencing facing street or amenity area must be capped as shown in Diagram A.

Diagram A

- Steel Posts. Steel Posts will be required with columns on corner Lots that back onto streets.
- Masonry fences. Masonry fences will be designed to community specifications and will be required on side fences that are one hundred fifty feet (150') or less from the main arterial road. Masonry fences must be installed and paid for by Builder. Additional detailed masonry fence diagrams are available on the Association website.
- Setbacks. Any side yard fence at the point where it connects to the house must be setback a maximum of no more than fifteen feet (15') from the front corner of the house. All side yard fences must be installed so that they are perpendicular to the house unless circumstances on site dictate otherwise. Side yard fences must be installed so that all pickets are facing toward the street and no fence posts are seen from the street.
- Prohibited Elements:
 - Shadowbox or "Pallet" type fencing.
 - Fencing of front yards.
 - Solid walls enclosing an entire site.
 - 2'x 4' cedar picket fencing.

RECORDERS MEMORANDUM

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G. Pools, Spas and Hot Tubs

The materials, location and construction of all pools, spas and hot tubs must be approved in advance by the Larkspur Reviewer.

- In Ground. Swimming pools and accompanying spas shall be in-ground, or a balanced cut and fill, and shall be designed to be compatible with the site and the dwelling. All exposed concrete on “Infinity Edge” swimming pools must be properly screened through the use of landscaping and no more than three (3’) feet of exposed concrete may be visible. Self-contained above-ground hot tubs require approval by the Larkspur Reviewer.
- Above-Ground and Temporary. Unless otherwise approved in advance by the Larkspur Reviewer, above-ground or temporary swimming pools are not permitted on a Lot.
- Screening; Fencing. Screening, fencing, security and maintenance are required of all swimming pools, spas and hot tubs. Additional fencing, if any is proposed in addition to the yard fencing, and/or walls around the swimming pool, spa or hot tub must be approved in advance by the Larkspur Reviewer and integrated into the design of the dwelling and site. Fences must meet all governmental regulations and no pool, spa, hot tub or other similar water containing basin shall be filled with water until proper fencing is installed.
- Plans. The swimming pool, spa or hot tub plan must be drawn on a copy of an accurate site plan and shall include specific indications of distances from the water containing basin(s) and surrounding slab walks to the lot lines and building setbacks.
- Backwash. Unless otherwise expressly approved by the applicable governmental agency or utility service provider, backwash from a swimming pool, spa or hot tub drain with a backwash filtering system must be contained within the Lot on which the swimming pool, spa or hot tub has been constructed and is not permitted to be discharged into any street, adjoining Lot or drainage easement.
- Construction Deposit. A construction deposit is required for all swimming pool, spa or hot tub construction (except for any Homebuilder that has already provided a construction deposit for the construction of the home).
- Lot Access. No access across another Lot or greenbelt/open space area for the purpose of building or maintaining a swimming pool, spa or hot tub is permitted without the prior written approval of the other property owner or the Larkspur Reviewer in the case of greenbelts/open spaces.

H. Playscapes, Trampolines and Sport Courts

Playscapes, recreational or sport courts and trampolines must be approved in writing by the Larkspur Reviewer prior to the commencement of construction or placement.

- Features. If allowed, these facilities must be properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties. Special

attention will be placed on color schemes and on the visibility of the equipment from the street and neighboring Lots.

- Plans. Plans for playscapes and sport courts must be drawn on an accurate copy of the site plan and must include proposed screening.
- Prohibited Elements.
 - Direct or indirect lighting of the playscape, trampoline or sport court.

Netting enclosures (except safety netting around a trampoline). Playscapes, trampolines and sport courts may not be lighted or enclosed with netting.

- Tennis courts.

VIII. Erosion Control and Construction Regulations

The following restrictions shall apply to all construction activities at Larkspur. **It is the responsibility of all Owners and/or contractors to adhere to State and Federal stormwater runoff protection and prevention requirements that may be applicable to their construction activities and to obtain proper permits as may be required.** Periodic inspections by a representative of the Larkspur Reviewer may take place in order to identify non-complying construction activities. If items identified as not complying with the regulations are not remedied in a timely manner, fines will be levied.

A. Erosion Control Installation and Maintenance

Upon written approval by the Larkspur Reviewer, it is the responsibility of the Owner to install erosion control measures prior to the start of construction and to maintain the measures throughout construction.

- Silt Fencing. Silt fencing installed to all applicable standards is required to be properly installed and maintained to protect the low sides of all disturbed areas, where stormwater will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site.
- Sediment Removal. **Built-up sediment will need to be removed from the silt fence after heavy or successive rains, and that any breach in the fencing will need to be repaired or replaced immediately.** If for any reason the silt fence is to be temporarily removed, a representative of the Larkspur Reviewer must be contacted prior to the removal.

B. Security

Neither the Larkspur Reviewer, the Association, nor the Declarant, nor any of their directors, officers, employees, or agents, shall be responsible for the security of job sites during construction. If theft or vandalism occurs, the Owner should first contact the Williamson County Sheriff's Department and then notify the Larkspur Reviewer.

C. Construction Hours

Unless a written waiver is obtained from the Larkspur Reviewer, construction may only take place as follows:

- Hours. Monday through Friday from 7:00 a.m. until 7:00 p.m., and on Saturdays and Sundays from 9:00 a.m. until 6:00 p.m.
- Holidays. There shall be no construction on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day.
- Waivers. Waivers may be given for the pouring of concrete slabs during the summer months.

D. Noise, Animals, Children

The use of radios or other music devices must be restrained so as not to be heard on an adjoining Lot or street. Contractors and subcontractors may not bring children under sixteen (16) years of age or dogs to construction sites.

E. Material and Equipment Storage

All construction materials and equipment shall be neatly stacked, properly covered and secured. Any storage of materials or equipment shall be the Owner's responsibility and at their risk. Owners may not disturb, damage or trespass on other Lots or adjacent property.

F. Insurance

The Larkspur Reviewer may require an Owner to procure adequate commercial liability insurance during construction naming the Association, the Declarant and the Larkspur Reviewer as additional insureds in an amount to be determined, from time to time, by the Larkspur Reviewer.

G. Site Cleanliness

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming an eyesore.

- Fencing. Brightly colored construction fence must be installed before the start of construction on all side lot lines where a home is being constructed next to an existing occupied home.
- Trash Containers. Owners and Homebuilders shall clean up all trash and debris on the construction site. Trash and debris shall be removed from each construction site on a timely basis. The Larkspur Reviewer will have the authority to require that one dumpster be provided to serve no more than two Lots. In addition to any dumpster, a trash receptacle approved in advance by the Larkspur Reviewer will be located on each lot during construction. Trash receptacles must be emptied periodically and will not be permitted to overflow. Chain link fencing is not an acceptable enclosure material for

temporarily containing trash. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site.

- No Dumping or Burning. The dumping, burying or burning of trash is not permitted anywhere in Larkspur.
- Heavy Equipment and Debris. When moving heavy equipment, precautions must be taken to prevent damage to pavement, curbs, and vegetation. Track loaders are not to be operated on paved or concrete surfaces. Mud, dirt and other construction debris that is tracked off the construction site shall be cleaned on a daily basis. Skid steer loaders are not to be used to clean the streets by scraping them.

H. Sanitary Facilities

A temporary sanitary facility (chemical toilet) shall be provided and maintained for the use of construction workers on or within three (3) Lots of the construction site.

I. Construction Parking & Construction Trailers

Construction crews shall not park on, or otherwise use, other Lots. No construction vehicle will be permitted to leak oil or otherwise damage or deface any street located within Larkspur. The Documents permit Declarant to maintain and locate construction trailers and construction tools and equipment within the Property. Upon written approval from the Larkspur Reviewer, a Homebuilder may be permitted to establish a construction trailer, field office or similar temporary structure by submitting along with the application for approval, a copy of the site plan with proposed locations of trailer, field office or similar temporary structure with a trash receptacle noted thereon. The trash receptacle shall be of an approved size. Such temporary structure, if approved, must be removed immediately upon completion of construction. Approval by the Larkspur Reviewer shall not relieve a Homebuilder from the obligation to apply for and obtain any other governmental permits before moving any such construction trailer, field office, etc. onto the Property.

J. Schedule of Construction Fines

Periodic inspections by a representative of the Larkspur Reviewer may take place in order to identify non-complying construction activities. Fine amounts will be set forth in the Fine and Enforcement Policy in the Policy Manual (as defined in the Master Covenant).

K. Model Homes

Declarant may decide to create and allow certain Lots and areas within Larkspur to be used for the non-residential purpose of creating sales offices and model homes ("**Model Homes**"), to permit Homebuilders an opportunity to showcase their Model Homes to potential purchasers as well as maintain a sales office within Larkspur. Declarant's goal is to contain the Model Homes to certain areas of Larkspur to maintain continuity and minimize disruption. However, the Model Homes are not constructed to conform to the requirements of the Documents and/or these Design Guidelines, and may require certain alterations thereto, such as but not limited to requirements regarding the construction of garages and/or driveways; **PROVIDED HOWEVER THAT NO MODEL HOME MAY BE CONVEYED TO AN**

OWNER WITHOUT COMPLYING WITH ALL RESTRICTIONS SET FORTH IN THE DOCUMENTS, INCLUDING THESE DESIGN GUIDELINES. Once a Model Home is no longer intended to be used for such non-residential purpose, any improvements or alterations to such Model Home to bring it into conformance with residential uses **MUST BE APPROVED** by the Larkspur Reviewer in writing prior to the commencement of such improvements or alterations.

In an effort to maintain continuity and minimize disruption, the Larkspur Reviewer **DOES NOT INTEND TO APPROVE** any plans for improvements or alterations to any Model Home until the earlier of the following to occur (i) the termination of the Development Period; or (ii) the Homebuilder seeking to improve or alter their Model Home has conveyed at least seventy-five percent (75%) of the Lots ever owned by such Homebuilder to Owners other than another Homebuilder or Declarant. Notwithstanding the above, the Larkspur Reviewer is not prohibited from approving any such requests.

IX. Plan Review Process

The construction or installation of any improvements, changes to existing improvements, or the reconstruction of improvements, will require the submission of plans and specifications for approval of the Larkspur Reviewer before any such construction or installation activity is commenced. The Larkspur Reviewer may waive plan and specification requirements for certain modifications or improvements at its discretion.

A. Submittals

The Plan Review Process includes three stages of review, plus Final Approval by the Larkspur Reviewer:

Stage 1 – Pre-approval of standard sets of plans, elevations for multiple homes that will be allowed to be built by each builder. Alterations to the plans and plans not included in the pre-approved list must be independently approved in advance of construction.

Stage 2 – Submittal of a site plan showing the specific home on the specific lot upon which it is proposed to be built. Must show compliance with all set-backs, easements, etc. Also must show location of and material to be used for driveway, sidewalks, patios, decks, and any ancillary improvements along with house siding, roof, trim colors, and siding and trim materials.

Stage 3 – (Can be submitted during Stage 2) Diagram showing placement of required landscaping plants and any additional landscape improvements that may be specific to the particular house.

Final Approval - To obtain final approval, a completed Final Plan Application attached hereto as Attachment 2 must be submitted to the Larkspur Reviewer, including any information or materials requested but not previously provided or submitted (can be submitted at any Stage above). Improvements on a Lot may not commence until such Final Plan Application has been submitted and executed by the Larkspur Reviewer.

B. Timing

The Larkspur Reviewer will attempt to review all applications and submittals within thirty (30) days after submission. Please plan construction activities to allow sufficient time for submittals and review as outlined above, and for obtaining Final Approval prior to commencement.

ATTACHMENT 1
APPROVED PLANT LIST

The following list of plants is composed of selected native and adaptive plant material suitable for plant material in Larkspur. This list is recommended but is not all-inclusive. All plants selected for installation must be approved by the Larkspur Reviewer.

Canopy Trees		
<u>Scientific Name:</u>	<u>Common Name:</u>	<u>Comments:</u>
Acer grandidentatum	Bigtooth Maple	fall color
Carya illinoensis	Pecan	tree litter
Fraxinus texensis	Texas Ash	
Juglans microcarpa	Texas Black Walnut	
Pistacia chinensis	Chinese Pistache	fall color
Pitatacia texensis	Texas Pistache	
Platanus occidentalis glabrata	Sycamore	moist areas
Populus deltoides "Cottonless"	Cottonwood	
Quercus muhlenbergii	Burr Oak	
Quercus glaucoides	Lacey Oak	
Quercus pungens "Vaseyana"	Chinquapin Oak	
Quercus shumardii	Shumard Oak	fall color
Quercus sinuata	Shin Oak	drought tolerant
Sapindus drummondii	Western Soapberry	drought tolerant
Taxodium distichum	Bald Cypress	moist
Ulmus americana	American Elm	
Ulmus crassifolia	Cedar Elm	drought tolerant
Ulmus parvifolia	Chinese Elm	
Ulmus parvifolia "Drake"	Drake Elm	fast growing
Ornamental Trees		
<u>Scientific Name:</u>	<u>Common Name:</u>	<u>Comments:</u>
Acacia wrightii	Wright Acacia	full sun
Aesculus arguta	Texas Buckeye	DR
Aesculus pavia	Red Buckeye	
Bumelia lanuginosa	Wooly-Bucket Bumelia	sun/drought
Cercis canadensis alba	Whitebud	
Cercis canadensis texana	Texas Redbud	sun/drought
Chilopsis linearis	Desert Willow	DR
Cornus drummondii	Rough Leaf Dogwood	shade/DR
Crataegus reverchonii	Reverchon Hawthorn	
Crataegus tracyi	Mountain Hawthorn	fall color
Diospyros texana	Texas Persimmon	sun/drought/DR
Ilex decidua	Possumhaw Holly	sun/shade
Ilex vomitoria	Yaupon Holly	sun/drought
Juniperus ashei	Cedar	sun/drought
Koeleruteria paniculata	Goldenrain Tree	susceptible to freeze

Lagerstroemia indica	Crape Myrtle	sun/summer color
Parkinsonia aculeata	Jerusalem Thorn	sun
Pinus eldarica	Afgan Pine	
Prunus mexicana	Mexican Plum	
Prunus americana	American Plum	
Prunus caroliniana	Carolina Laurel Cherry	moist soils, subject to Choroisis
Prunus serotina "eximia"	Escarpment Black Cherry	
Pyrus calleryana "Bradford"	Bradford Pear	white flower, formal
Rhamnus Caroliniana	Carolina Buckthorn	moist soils
Rhus lanceolata	Prairie Flameleaf Sumac	sun/drought/DR
Rhus glabra	Smooth Sumac	sun/drought/DR
Sophora secundiflora	Texas Mountain Laurel	sun/drought/DR
Ungnadia speciosa	Mexican Buckeye	sun/DR
Vitex agnus-castus	Lilac Chaste Tree	sun
Shrubs		
<u>Scientific Name:</u>	<u>Common Name:</u>	<u>Comments:</u>
Abelia grandiflora	Glossy Abelia	
Agave americana	Agave/Century Plant	full sun drought
Anisacanthus wrightii	Flame Acanthus	tolerant
Callicarpa americana	French Mulberry	sun/DR
Cephalanthus occidentalis	Button Bush	sun/shade/moist
Cotoneaster horizontalis	Cotoneaster	moist areas
Dasyilirion texanum	Texas Sotol	sun
Escallonia	Escallonia spp.	sun/DR
Eupatorium havanense	Shrubby Boneset	sun
Eysenhardtia texana	Texas Kidneywood	moist
Forestiera pubescens	Texas Elbow Bush	sun/drought
Fouquieria splendens	Ocotillo	
Garrya ovata	Silk Tassel	sun
Hesperaloe parviflora	Red Yucca	
Ilex vomitoria	Yaupon Holly	sun/DR
Ilex vomitoria "Nana"	Dwarf Yaupon	sun/shade
Lantana horrida	Texas Lantana	DR
Leucophyllum frutescens	Texas shade	sun/DR
Lindera benzoin	Spice-bush	sun/drought/DR
Mahonia trifoliolata	Agarita	sun/drought/DR
Mahonia swaseyi	Texas Mahonia	sun/drought/DR
Myrica cerifera	Wax Myrtle	shade
Pistacia texana	Texas Pistache	sun/shade
Prunus rivularis	Creek Plum	
Prunus reverchonii	Reverchon Hog Plum	moist
Rhus aromatica	Fragrant Sumac	sun
Rhus virens	Evergreen Sumac	DR
Rosmarinus officinalis	Rosemary	drought/DR
Sabal texana	Texas Sabal Palm	drought/DR

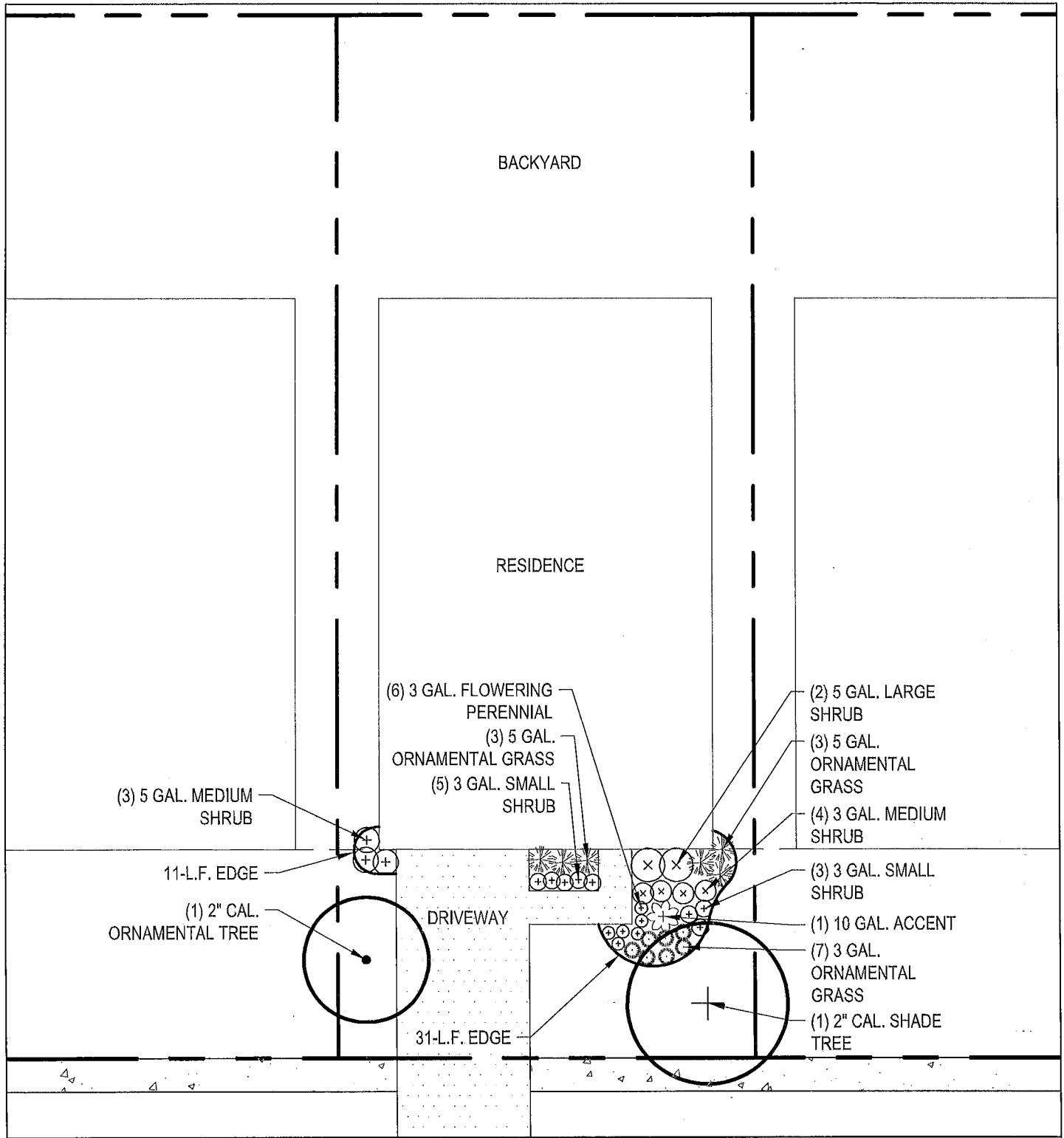
Sophora affinis	Eve's Necklace	DR
Symphoricarpos	Coralberry	sun/shade
Orbiculatus	Rusty Blackhaw	
Viburnum rufidulum	Viburnum	sun/drought
Yucca pallida	Pale Leaf Yucca	DR
Groundcovers		
<u>Scientific Name:</u>	<u>Common Name:</u>	<u>Comments:</u>
Achillea millefolium	Yarrow	full sun/shade/DR
Adiantum capillus-vencris	Maidenhair Fern	moist areas/shade
Ajuga reptans	Ajuga	shade/DR
Aquilegia canadensis	Columbine	shade
Cyrtomium falcatum	Holly Fern	shade/moist/DR
Dryopteris spp.	Wood Fern	shade/moist/DR
Hedera helix	English Ivy	shade
Juniperus conferta "Blue Pacific"	Shore Juniper	sun/DR
Liriope muscari	Liripoe	sun/shade
Lonicera sempervirens	Coral Honeysuckle	sun/shade
Mahonia repens	Creeing Mahonia	shade
Nolina texana	Bear grass	sun/DR
Ophiopogon japonicus	Monkey Grass	shade/DR
Pavonia lasiopetala	Pavonia	sun
Phlox drummondii	Drummond's phlox	sun
Phlox subulata	Thrift	sun
Poliomenantha longiflora	Mexican Oregano	sun/DR
Rosmarinus officinalis "prostratus"	Trailing Rosemary	sun/DR
Salvia farinacea	Mealy Sage	sun/DR
Salvia greggii	Cherry Sage	sun/DR
Salvia romeriana	Cedar Sage	sun/DR
Santolina chamaecyparissus	Gray Santolina	sun/drought/
Santolina virens	Green Santolina	sun/drought tolerant
Tradescantia spp.	Spiderwort	shade
Verbena bipinnatifida	Prairie Verbena	sun/DR
Verbena elegans "asperata"	Hardy Verbena	sun/DR
Vinca major	Bigleaf Periwinkle	dry shade
Yucca rupicola	Twisted-leaf Yucca	sun/drought/DR

Grasses		
<u>Scientific Name:</u>	<u>Common Name:</u>	<u>Comments:</u>
Andropogon gerardii	Big Bluestem	tall seed heads
Andropogon Scoparius	Little Bluestem	
Bouteloua curtipendula	Sideoats Gramma	
Bouteloua gracillis	Blue Gramma	drought tolerant
Buchloe dactyloides	Buffalo Grass	
Cynodon spp.	Bermuda Grass	drought tolerant

Festuca glauca	Blue Fescue	
Festuca Spp. "Arid"	Tall Fescue	ornamental
Hilaria belangeria	Common Curly mesquite	drought
Leptochloa dubia	Green Sprangletop	shade/drought
Miscanthus sinensis "zebrinus"	Zebra Grass	
Muhlenbergia lindheimeri	Big Muhly	
Panicum virgatum	Switchgrass	clump
Sorghastrum nutans	Indiangrass	
Stenotaphrum secundatum	St. Augustine Grass	
Tripsacum dactyloides	Eastern Gamagrass	moist
Zoysia spp.	Zoysia Grass	
Vines		
<u>Scientific Name:</u>	<u>Common Name:</u>	<u>Comments</u>
Bignonia capreolata	Crossvine	evergreen
Campsis radicans	Trumpet Creeper	aggressive
Clematis pitcheri	Leather Flower	delicate
Gelsemium Sempervirens	Carolina Yellow Jasmine	
Ipomoea Quamoclit	Cypress Vine	annual
Lonicera sepervirens	Coral Honeysuckle	
Mauranda antirrhinniflora	Snapdragon Vine	delicate
Parthenocissus quinquefolia	Virginia Creeper	shade
Annuals		
<u>Winter/Spring:</u>	<u>Spring/Summer:</u>	<u>Summer/Fall</u>
Calendula	Geranium	Acalypha
Daffodil (bulb)	Marigold	Ageratum
Hyacinth (bulb)	Periwinkle	Alyssum
Ornamental Kale	Petunia	Amaranthus
Pansy		
Poppy		Caldium
Primula		Chrysanthemum
Snapdragon		Coleus
Tulip (bulb)		Impatiens
Ornamental Pepper		Marigold
Dianthus		Periwinkle
		Phlox
		Portulaca
		Purslane
Legend For Approved Plant List:		
Full sun/sun	sun-loving plant	
Shade	shade-loving plant	
Moist	moist-loving plant	
Drought/drought tolerant	plants generally able to survive on less supplemental water and better able to withstand	

	droughts	
Fall color	fall leaf color	
DR	deer resistant plants unpalatable enough to be left alone as long as other food is available	
Ornamental	showy plant	
NOTE: The following plants/shrubs/trees are prohibited		
Photonia glabra	Red Tip Photinia	Intolerant of deer, especially in immature plants
Nerium Oleander	Oleander	Extremely poisonous to wildlife and domestic animals
Melia azedarach	Chinaberry	Non-native invasive plant which will choke out native plants necessary for native wildlife and endangered species
Nandina Domesitca	Nandina	See reason for Chinaberry
Ligustrum japonicum	Ligustrum	See reason for Chinaberry
Lonicera japonica	Japanese Honeysuckle	See reason for Chinaberry
Ailanthus altissima	Tree of Heaven	See reason for Chinaberry

ATTACHMENT 1A
LOT SPECIFIC LANDSCAPE PLAN



(3) 5 GAL. MEDIUM SHRUB

11-L.F. EDGE

(1) 2" CAL. ORNAMENTAL TREE

(6) 3 GAL. FLOWERING PERENNIAL
 (3) 5 GAL. ORNAMENTAL GRASS
 (5) 3 GAL. SMALL SHRUB

DRIVEWAY

31-L.F. EDGE

(2) 5 GAL. LARGE SHRUB

(3) 5 GAL. ORNAMENTAL GRASS

(4) 3 GAL. MEDIUM SHRUB

(3) 3 GAL. SMALL SHRUB

(1) 10 GAL. ACCENT

(7) 3 GAL. ORNAMENTAL GRASS

(1) 2" CAL. SHADE TREE

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LARKSPUR TYP. 50' INTERIOR LOT

L2.00 SOFTSCAPE PLAN SCALE 1"=16'

12.06.16



NOTE: PREFERRED PLANTS SHOULD BE USED WHEN AVAILABLE. ALTERNATES MAY BE USED WHEN AVAILABILITY IS LIMITED OR THERE IS SUBSTANTIAL COST SAVINGS VS. PREFERRED

PREFERRED LANDSCAPE PLANT LIST

QTY.	SYM.	COMMON NAME	BOTANICAL NAME	SIZE AND CONDITION
2" SHADE TREES				
(UNLESS OTHERWISE NOTED)				
1	LO4	LIVE OAK	Quercus virginiana	4" caliper, 10-12' Ht.
	CE4	CEDAR ELM	Ulmus crassifolia	4" caliper, 10-12' Ht.
	RO4	SHUMARD RED OAK	Quercus shumardii	4" caliper, 10-12' Ht.
2" ORNAMENTAL TREES				
1	RCM	RED CREPE MYRTLE	Lagerstroemia Indica 'Tuscarora'	15 Gallon
	TRB	TEXAS RED BUD	Cercis canadensis var. texana	15 Gallon
	MPX	MEXICAN PLUM	Prunus mexicana	15 Gallon
LARGE SHRUBS				
2	GCS	GREEN CLOUD SAGE	Leucophyllum frutescens 'Green Cloud'	5 gallon, 4' o.c.
	PAG	PINEAPPLE GUAVA	Feljoa sellowiana	5 gallon, 4' o.c.
MEDIUM SHRUBS				
7	DWM	DWARF WAX MYRTLE	Myrica cerifera	5 gallon, 3' o.c.
	URM	UPRIGHT ROSEMARY	Rosmarinus officianialis	5 gallon, 3' o.c.
SMALL SHRUBS				
8	DWO	DWARF OLIVE	Olea europea 'Little Ollie'	3 gallon, 2'-6" o.c.
	DWP	DWARF PITTOSPORUM	Pittosporum tobira 'Mojo'	3 gallon, 2'-6" o.c.
ACCENT				
1	AGA	WEBER AGAVE	Agave weberi	10 gallon
	SOT	TOOTHLESS SOTOL	Dasyllirion texanum	10 gallon
ORNAMENTAL GRASSES				
13	GMU	GULF MUHLY GRASS	Muhlenbergia capillaris	3 gallon, 3' o.c.
	DMU	DEER MUHLY GRASS	Muhlenbergia rigens	3 gallon, 3' o.c.
	NAS	MEXICAN FEATHERGRASS	Nassella tenuissima	3 gallon, 2' o.c.
FLOWERING PERRENIAL				
6	NGL	NEW GOLD LANTANA	Lantana camera 'New Gold'	3 gallon, 18" o.c.
	SAL	CHERRY SAGE	Salvia greggii	3 gallon, 18" o.c.
	PLA	PURPLE TRAILING LANTANA	Lantana montevidensis	3 gallon, 18" o.c.
MISC. QUANTITIES				
2 CY		3" TEXAS NATIVE HARDWOOD MULCH		
42 LF		STEEL EDGING		
3 CY		4" PLANTING MIX IN BEDS		
36 CY		4" TOPSOIL (SOD AREAS)		
2,930 SF		TIF 419 BERMUDA SOD (COVER REMAINDER OF SITE)		



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LARKSPUR TYP. 50' INTERIOR LOT

L2.01 PLANT LIST

12.06.16

SOFTSCAPE NOTES:

1. COMPLETE ALL LANDSCAPE PLANTING AND RELATED EARTHWORK INCLUDING ALL PRODUCTS, EQUIPMENT AND LABOR, FOR THE LANDSCAPE AREAS SHOWN ON THE DRAWINGS.
2. UNLESS SPECIFICALLY NOTED, INSTALL ALL MASSED PLANTING UTILIZING EQUILATERAL TRIANGULAR SPACING. EDGE PLANTING BEDS INDICATED WITH STEEL EDGING BETWEEN MULCHED AREAS AND GRASS. EDGING NEED NOT BE INSTALLED BETWEEN CURBS OR WALLS AND LANDSCAPED AREAS.
3. FORM 3" DEEP EARTHEN SAUCERS AROUND ALL TREES. DO NOT INSTALL OTHER VEGETATION WITHIN THE SAUCER OF ANOTHER PLANT.
4. EVENLY APPLY 3" OF MULCH TO ALL CONTINUOUS PLANTING BEDS. TREES OCCURRING IN TURF AREAS SHOULD BE MULCHED WITHIN THE SOIL SAUCERS.
5. ALL SODDING AND SEEDING OF LAWN AREAS IS TO BE COMPLETED AS A PART OF THE LANDSCAPE CONTRACT. A MINIMUM OF 4" OF QUALITY BROWN OR BLACK ENRICHED TOPSOIL IS TO BE PROVIDED FOR ALL SOD AND SEED AREAS.
6. TOPSOIL AND SOD ARE TO BE APPLIED TO ALL CONSTRUCTION-DAMAGED GROUND SURFACES NOT OTHERWISE PLANTED OR SODDED.
7. EVENLY APPLY 4" OF PLANTING MIX TO ALL PLANTING AREAS
8. POCKET PLAN ALL TREES AND SHRUBS WITH HOLE MIN. 2X ROOTBALL AND BACKFILL WITH A MIX OF 50% NATIVE SOIL AND 50% PLANTING MIX.
9. ALL STEEL EDGING SHALL BE 1/4" THICK X 4" TALL, BLACK COLOR
10. PROVIDE REGULAR MAINTENANCE OF ALL LANDSCAPE AREAS AND PLANT MATERIALS IN A VIGOROUS AND HEALTHY CONDITION, FREE FROM DISEASES, PEST WEEDS, AND LITTER. THIS MAINTENANCE SHALL INCLUDE WEEDING, WATERING, FERTILIZATION, PRUNING, MOWING, EDGING, MULCHING OR OTHER NEEDED MAINTENANCE, IN ACCORDING WITH GENERALLY ACCEPTED HORTICULTURAL PRACTICES UNTIL THE PROJECT HAS BEEN ACCEPTED BY THE OWNER.
11. REPAIR OR REPLACE REQUIRED LANDSCAPE STRUCTURES (WALLS, FENCES, ETC.) IF DAMAGED. CONTRACTOR TO INSURE THAT ALL WORK IS STRUCTURALLY SOUND AND REPLACED TO ORIGINAL CONDITION.
12. INSTALL AN AUTOMATIC IRRIGATION SYSTEM FOR ALL LANDSCAPING. SYSTEM TO BE DESIGNED BY CONTRACTOR.
13. INSTALL WEED BARRIER UNDER ALL GRAVEL AREAS.



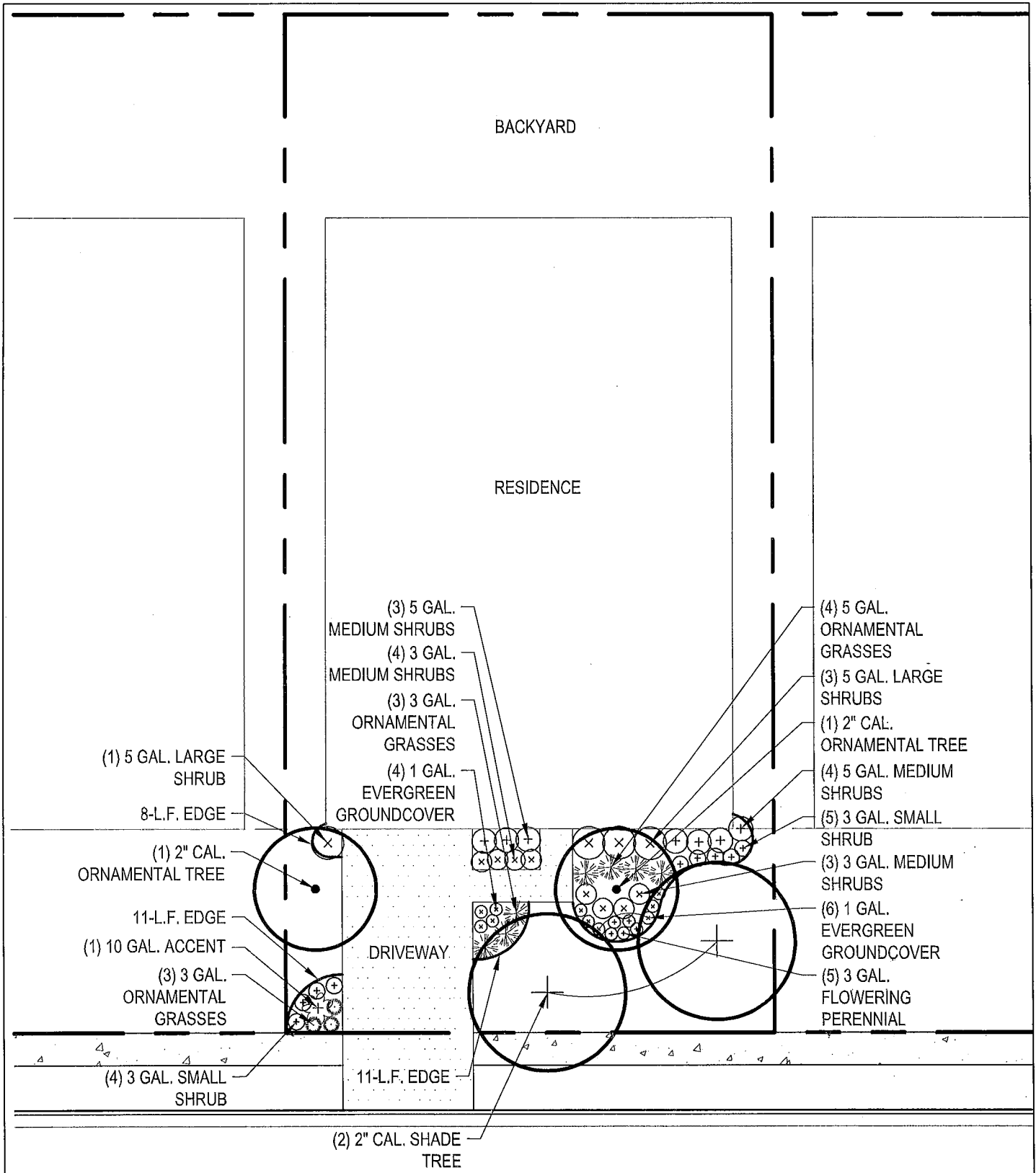
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LARKSPUR TYP. 50' INTERIOR LOT

L2.02 SOFTSCAPE NOTES & LIGHTING LEGEND

12.06.16



(1) 5 GAL. LARGE SHRUB

8-L.F. EDGE

(1) 2" CAL. ORNAMENTAL TREE

11-L.F. EDGE

(1) 10 GAL. ACCENT

(3) 3 GAL. ORNAMENTAL GRASSES

(4) 3 GAL. SMALL SHRUB

(3) 5 GAL. MEDIUM SHRUBS
 (4) 3 GAL. MEDIUM SHRUBS
 (3) 3 GAL. ORNAMENTAL GRASSES
 (4) 1 GAL. EVERGREEN GROUNDCOVER

DRIVEWAY

11-L.F. EDGE

(2) 2" CAL. SHADE TREE

(4) 5 GAL. ORNAMENTAL GRASSES
 (3) 5 GAL. LARGE SHRUBS
 (1) 2" CAL. ORNAMENTAL TREE
 (4) 5 GAL. MEDIUM SHRUBS
 (5) 3 GAL. SMALL SHRUB
 (3) 3 GAL. MEDIUM SHRUBS
 (6) 1 GAL. EVERGREEN GROUNDCOVER
 (5) 3 GAL. FLOWERING PERENNIAL

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LARKSPUR TYP. 60' INTERIOR LOT










L2.00 SOFTSCAPE PLAN SCALE 1"=16'

12.06.16



NOTE: PREFERRED PLANT SHOULD BE USED WHEN AVAILABLE. ALTERNATES MAY BE USED WHEN AVAILABILITY IS LIMITED OR THERE IS SUBSTANTIAL COST SAVINGS VS. PREFERRED

PREFERRED LANDSCAPE PLANT LIST

QTY.	SYM.	COMMON NAME	BOTANICAL NAME	SIZE AND CONDITION (UNLESS OTHERWISE NOTED)	
2" SHADE TREES					
	2	LO4 CE4 RO4	LIVE OAK CEDAR ELM SHUMARD RED OAK	Quercus virginiana Ulmus crassifolia Quercus shumardii	4" caliper, 10-12' Ht. 4" caliper, 10-12' Ht. 4" caliper, 10-12' Ht.
	2" ORNAMENTAL TREES				
		2	RCM TRB MXP	RED CREPE MYRTLE TEXAS RED BUD MEXICAN PLUM	Lagerstroemia Indica 'Tuscarora' Cercis canadensis var. texana Prunus mexicana
LARGE SHRUBS					
		4	GCS PAG	GREEN CLOUD SAGE PINEAPPLE GUAVA	Leucophyllum frutescens 'Green Cloud' Feijoa sellowiana
	MEDIUM SHRUBS				
	14	DWM URM	DWARF WAX MYRTLE UPRIGHT ROSEMARY	Myrica cerifera Rosmarinus officianalis	5 gallon, 3' o.c. 5 gallon, 3' o.c.
	SMALL SHRUBS				
	9	DWO DWP	DWARF OLIVE DWARF PITTOSPORUM	Olea europea 'Little Ollie' Pittosporum tobira 'Mojo'	3 gallon, 2'-6" o.c. 3 gallon, 2'-6" o.c.
	ACCENT				
	1	AGA SOT	WEBER AGAVE TOOTHLESS SOTOL	Agave weberi Dasylirion texanum	10 gallon 10 gallon
	ORNAMENTAL GRASSES				
	10	GMU DMU NAS	GULF MUHLY GRASS DEER MUHLY GRASS MEXICAN FEATHERGRASS	Muhlenbergia capillaris Muhlenbergia rigens Nassella tenuissima	3 gallon, 3' o.c. 3 gallon, 3' o.c. 3 gallon, 2' o.c.
	EVERGREEN GROUNDCOVER				
		10	CRO GIA	CREEPING ROSEMARY GIANT LIRIOPE	Rosmarinus sp. Liriope muscari
FLOWERING PERRENIAL					
	5	NGL SAL PLA	NEW GOLD LANTANA CHERRY SAGE PURPLE TRAILING LANTANA	Lantana camera 'New Gold' Salvia greggii Lantana montevidensis	3 gallon, 18" o.c. 3 gallon, 18" o.c. 3 gallon, 18" o.c.
	MISC. QUANTITIES				
			3 CY 65 LF 4 CY 37 CY 2,960 SF	3" TEXAS NATIVE HARDWOOD MULCH STEEL EDGING 4" PLANTING MIX IN BEDS 4" TOPSOIL (SOD AREAS) TIF 419 BERMUDA SOD (COVER-REMAINDER OF SITE)	



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LARKSPUR TYP. 60' INTERIOR LOT

L2.01 PLANT LIST

12.06.16

SOFTSCAPE NOTES:

1. COMPLETE ALL LANDSCAPE PLANTING AND RELATED EARTHWORK INCLUDING ALL PRODUCTS, EQUIPMENT AND LABOR, FOR THE LANDSCAPE AREAS SHOWN ON THE DRAWINGS.
2. UNLESS SPECIFICALLY NOTED, INSTALL ALL MASSED PLANTING UTILIZING EQUILATERAL TRIANGULAR SPACING. EDGE PLANTING BEDS INDICATED WITH STEEL EDGING BETWEEN MULCHED AREAS AND GRASS. EDGING NEED NOT BE INSTALLED BETWEEN CURBS OR WALLS AND LANDSCAPED AREAS.
3. FORM 3" DEEP EARTHEN SAUCERS AROUND ALL TREES. DO NOT INSTALL OTHER VEGETATION WITHIN THE SAUCER OF ANOTHER PLANT.
4. EVENLY APPLY 3" OF MULCH TO ALL CONTINUOUS PLANTING BEDS. TREES OCCURRING IN TURF AREAS SHOULD BE MULCHED WITHIN THE SOIL SAUCERS.
5. ALL SODDING AND SEEDING OF LAWN AREAS IS TO BE COMPLETED AS A PART OF THE LANDSCAPE CONTRACT. A MINIMUM OF 4" OF QUALITY BROWN OR BLACK ENRICHED TOPSOIL IS TO BE PROVIDED FOR ALL SOD AND SEED AREAS.
6. TOPSOIL AND SOD ARE TO BE APPLIED TO ALL CONSTRUCTION-DAMAGED GROUND SURFACES NOT OTHERWISE PLANTED OR SODDED.
7. EVENLY APPLY 4" OF PLANTING MIX TO ALL PLANTING AREAS
8. POCKET PLAN ALL TREES AND SHRUBS WITH HOLE MIN. 2X ROOTBALL AND BACKFILL WITH A MIX OF 50% NATIVE SOIL AND 50% PLANTING MIX.
9. ALL STEEL EDGING SHALL BE 1/4" THICK X 4" TALL, BLACK COLOR
10. PROVIDE REGULAR MAINTENANCE OF ALL LANDSCAPE AREAS AND PLANT MATERIALS IN A VIGOROUS AND HEALTHY CONDITION, FREE FROM DISEASES, PEST WEEDS, AND LITTER. THIS MAINTENANCE SHALL INCLUDE WEEDING, WATERING, FERTILIZATION, PRUNING, MOWING, EDGING, MULCHING OR OTHER NEEDED MAINTENANCE, IN ACCORDING WITH GENERALLY ACCEPTED HORTICULTURAL PRACTICES UNTIL THE PROJECT HAS BEEN ACCEPTED BY THE OWNER.
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12. INSTALL AN AUTOMATIC IRRIGATION SYSTEM FOR ALL LANDSCAPING. SYSTEM TO BE DESIGNED BY CONTRACTOR.
13. INSTALL WEED BARRIER UNDER ALL GRAVEL AREAS.



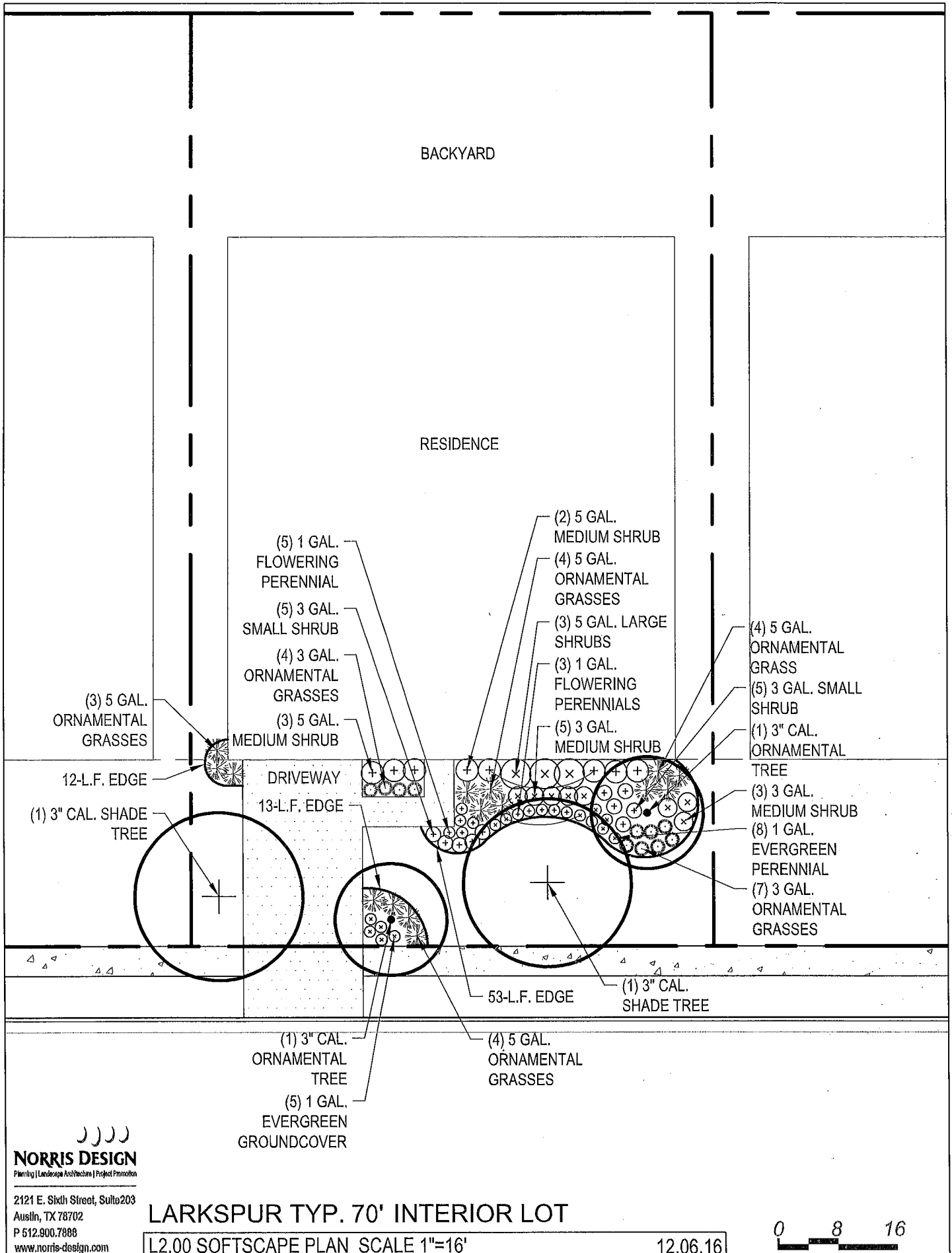
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LARKSPUR TYP. 60' INTERIOR LOT

L2.02 SOFTSCAPE NOTES & LIGHTING LEGEND

12.06.16



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LARKSPUR TYP. 70' INTERIOR LOT

L2.00 SOFTSCAPE PLAN SCALE 1"=16'

12.06.16



NOTE: PREFERRED PLANT SHOULD BE USED WHEN AVAILABLE. ALTERNATES MAY BE USED WHEN AVAILABILITY IS LIMITED OR THERE IS SUBSTANTIAL COST SAVINGS VS. PREFERRED

LANDSCAPE PLANT LIST

QTY.	SYM.	COMMON NAME	BOTANICAL NAME	SIZE AND CONDITION (UNLESS OTHERWISE NOTED)
3" SHADE TREES				
2	LO4	LIVE OAK	Quercus virginiana	4" caliper, 10-12' Ht.
	CE4	CEDAR ELM	Ulmus crassifolia	4" caliper, 10-12' Ht.
	RO4	SHUMARD RED OAK	Quercus shumardii	4" caliper, 10-12' Ht.
3" ORNAMENTAL TREES				
2	RCM	RED CREPE MYRTLE	Lagerstroemia indica 'Tuscarora'	15 Gallon
	TRB	TEXAS RED BUD	Cercis canadensis var. texana	15 Gallon
	MPX	MEXICAN PLUM	Prunus mexicana	15 Gallon
LARGE SHRUBS				
3	GCS	GREEN CLOUD SAGE	Leucophyllum frutescens 'Green Cloud'	5 gallon, 4' o.c.
	PAG	PINEAPPLE GUAVA	Feljoa sellowiana	5 gallon, 4' o.c.
MEDIUM SHRUBS				
16	DWM	DWARF WAX MYRTLE	Myrica cerifera	5 gallon, 3' o.c.
	URM	UPRIGHT ROSEMARY	Rosmarinus officianalis	5 gallon, 3' o.c.
SMALL SHRUBS				
10	DWO	DWARF OLIVE	Olea europea 'Little Ollie'	3 gallon, 2'-6" o.c.
	DWP	DWARF PITTOSPORUM	Pittosporum tobira 'Mojo'	3 gallon, 2'-6" o.c.
ORNAMENTAL GRASSES				
26	GMU	GULF MUHLY GRASS	Muhlenbergia capillaris	3 gallon, 3' o.c.
	DMU	DEER MUHLY GRASS	Muhlenbergia rigens	3 gallon, 3' o.c.
	NAS	MEXICAN FEATHERGRASS	Nassella tenuissima	3 gallon, 2' o.c.
EVERGREEN GROUNDCOVER				
13	CRO	CREEPING ROSEMARY	Rosmarinus sp.	3 gallon, 2' o.c.
	GIA	GIANT LIRIOPE	Liriope muscari	3 gallon, 2' o.c.
FLOWERING PERRENIAL				
10	NGL	NEW GOLD LANTANA	Lantana camera 'New Gold'	3 gallon, 18" o.c.
	SAL	CHERRY SAGE	Salvia greggii	3 gallon, 18" o.c.
	PLA	PURPLE TRAILING LANTANA	Lantana montevidensis	3 gallon, 18" o.c.
MISC. QUANTITIES				
5 CY		3" TEXAS NATIVE HARDWOOD MULCH		
77 LF		STEEL EDGING		
6 CY		4" PLANTING MIX IN BEDS		
45 CY		4" TOPSOIL (SOD AREAS)		
3,620 SF		TIF 419 BERMUDA SOD (COVER REMAINDER OF SITE)		



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LARKSPUR TYP. 70' INTERIOR LOT

L2.01 PLANT LIST

12.06.16

SOFTSCAPE NOTES:

1. COMPLETE ALL LANDSCAPE PLANTING AND RELATED EARTHWORK INCLUDING ALL PRODUCTS, EQUIPMENT AND LABOR, FOR THE LANDSCAPE AREAS SHOWN ON THE DRAWINGS.
2. UNLESS SPECIFICALLY NOTED, INSTALL ALL MASSED PLANTING UTILIZING EQUILATERAL TRIANGULAR SPACING. EDGE PLANTING BEDS INDICATED WITH STEEL EDGING BETWEEN MULCHED AREAS AND GRASS. EDGING NEED NOT BE INSTALLED BETWEEN CURBS OR WALLS AND LANDSCAPED AREAS.
3. FORM 3" DEEP EARTHEN SAUCERS AROUND ALL TREES. DO NOT INSTALL OTHER VEGETATION WITHIN THE SAUCER OF ANOTHER PLANT.
4. EVENLY APPLY 3" OF MULCH TO ALL CONTINUOUS PLANTING BEDS. TREES OCCURRING IN TURF AREAS SHOULD BE MULCHED WITHIN THE SOIL SAUCERS.
5. ALL SODDING AND SEEDING OF LAWN AREAS IS TO BE COMPLETED AS A PART OF THE LANDSCAPE CONTRACT. A MINIMUM OF 4" OF QUALITY BROWN OR BLACK ENRICHED TOPSOIL IS TO BE PROVIDED FOR ALL SOD AND SEED AREAS.
6. TOPSOIL AND SOD ARE TO BE APPLIED TO ALL CONSTRUCTION-DAMAGED GROUND SURFACES NOT OTHERWISE PLANTED OR SODDED.
7. EVENLY APPLY 4" OF PLANTING MIX TO ALL PLANTING AREAS
8. POCKET PLAN ALL TREES AND SHRUBS WITH HOLE MIN. 2X ROOTBALL AND BACKFILL WITH A MIX OF 50% NATIVE SOIL AND 50% PLANTING MIX.
9. ALL STEEL EDGING SHALL BE 1/4" THICK X 4" TALL, BLACK COLOR
10. PROVIDE REGULAR MAINTENANCE OF ALL LANDSCAPE AREAS AND PLANT MATERIALS IN A VIGOROUS AND HEALTHY CONDITION, FREE FROM DISEASES, PEST WEEDS, AND LITTER. THIS MAINTENANCE SHALL INCLUDE WEEDING, WATERING, FERTILIZATION, PRUNING, MOWING, EDGING, MULCHING OR OTHER NEEDED MAINTENANCE, IN ACCORDING WITH GENERALLY ACCEPTED HORTICULTURAL PRACTICES UNTIL THE PROJECT HAS BEEN ACCEPTED BY THE OWNER.
11. REPAIR OR REPLACE REQUIRED LANDSCAPE STRUCTURES (WALLS, FENCES, ETC.) IF DAMAGED. CONTRACTOR TO INSURE THAT ALL WORK IS STRUCTURALLY SOUND AND REPLACED TO ORIGINAL CONDITION.
12. INSTALL AN AUTOMATIC IRRIGATION SYSTEM FOR ALL LANDSCAPING. SYSTEM TO BE DESIGNED BY CONTRACTOR.
13. INSTALL WEED BARRIER UNDER ALL GRAVEL AREAS.



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LARKSPUR TYP. 70' INTERIOR LOT

L2.02 SOFTSCAPE NOTES & LIGHTING LEGEND

12.06.16

ATTACHMENT 2**LARKSPUR****BUILDER FINAL PLAN APPLICATION**

Deliver to:

Larkspur Reviewer

c/o _____

Phone: (____) _____

Fax: (____) _____

Builder Name: _____

Submitted By: _____

Date: _____

Contact Info: _____

Lot: _____

Block: _____

Phase: _____

Section: _____

Plan #: _____

Bedrooms: _____

Baths: _____

Address: _____

Standard Plans Attached: (Please Circle) Yes/Previously Submitted

If yes, please indicate if the plans include elevations for multiple homes being requested. Indicate any requested alterations or changes to the plans:

Site Plan Attached: (Please Circle) Yes/Previously Submitted

If yes, please indicate whether plans include the following:

- 1" = 20' or larger scale, as appropriate to the acreage
- Site dimensions
- Existing Contours
- Calculation of Masonry Percentage
- Masonry Description, sample and color
- Roof Material and Pitch
- Color palette (trim, doors, garage, etc.)
- Square Footage of all enclosed improvements
- Property lines
- Chemical toilet location
- Trees to Remain
- Trees to be Removed
 - Approved Protected Tree Removal Application by the City of Liberty Hill
- Silt fence location
- Sidewalk location
- Building setbacks
- Building location labeled with floorplan reference and noting any proposed revisions to previously approved plans or elevations
- Proposed finished floor elevation
- Easements
- Utility connections at the street and residence with proposed trench locations
- North arrow
- Driveway and sidewalk locations and materials
- Proposed perimeter fence and retaining wall locations including material and height
- Any anticipated accessory development such as pools, cabanas, guest house

1st Floor Masonry % _____ 2nd Floor Masonry % _____
 Chimney: **(Please Circle) Yes/No** _____ Masonry _____ Fiber Cement _____
 Fencing Type: _____
 Stone Type and Color: _____
 Brick Manufacturer and Color: _____
 Stucco Color: _____
 Roof Pitch: _____ Roof Color: _____ Year dimensional shingle _____
 Paint Color: _____

Fill in the information if different from color above:

Trim Color: _____ Door Color: _____
 Shutters Color: _____ Garage Color: _____
 Square Footage of House: _____

Landscape Diagram Attached: (Please Circle) Yes/Previously Submitted

Front Retaining Wall: **(Please Circle) Yes/No** Deck: **Yes/No** Patio: _____ square feet

If yes, please indicate whether plans include the following:

- Property Lines with dimensions
- Utility boxes and screening
- Drives, parking areas and walks
- House and accessory structures
- Easements
- Boundaries of turf areas with type of turf noted
- Locations of all proposed plants
- Plan legend including species, quantity and sizes at time of planting
- Fence location and materials
- Proposed landscape lighting (if any)

Planting Materials:

Trees: _____ Bushes: _____

 Shrubs: _____ Grass: _____

Additional landscape improvements that may be specific to the particular house:

Comments: _____

APPROVED BY:

Larkspur Reviewer: _____ (signature)
 Approval Date: _____

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2017016732

Pages: 40 Fee: \$173.00
02/24/2017 10:57 AM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

AFTER RECORDING RETURN TO:
JOSHUA D. BERNSTEIN, ESQ.
NORTON ROSE FULBRIGHT US LLP
98 SAN JACINTO BLVD, SUITE 1100
AUSTIN, TEXAS 78701

 **NORTON ROSE FULBRIGHT**

FIRST AMENDMENT TO LARKSPUR DESIGN GUIDELINES

(A Master Planned Community in Williamson County, Texas)

Declarant: LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation

Cross Reference to the Larkspur Master Covenant, recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas; and the Larkspur Design Guidelines, recorded as Document No. 2017016732 in the Official Public Records of Williamson County, Texas.

FIRST AMENDMENT TO LARKSPUR DESIGN GUIDELINES

This First Amendment to Larkspur Design Guidelines (this "Amendment") is made by LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation ("Declarant"), and is as follows:

RECITALS:

A. Pursuant to Section 6.4(b) of the Larkspur Master Covenant, recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas, (the "Master Covenant"), Declarant has adopted the Larkspur Design Guidelines, recorded under Document No. 2017016732, Official Public Records of Williamson County, Texas (the "Design Guidelines").

B. Pursuant to Section 6.4(b) of the Master Covenant, the "Larkspur Reviewer", established pursuant to Article 6 of the Master Covenant (the "Larkspur Reviewer"), has the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines.

C. Pursuant to Section 6.1 of the Master Covenant, the Larkspur Reviewer is the Declarant or its designee until expiration of the Development Period (as defined therein). The Development Period commenced on October 18, 2016, and has neither expired nor been terminated.

D. Declarant now desires to amend and modify the Design Guidelines as set forth herein.

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

1. **Siding and Masonry.** The Siding and Masonry table set forth in *Article VI, Section C* of the Design Guidelines is hereby deleted and replaced with the following:

	<u>Front</u>	<u>Sides</u>	<u>Rear</u>	<u>Street Facing Side/Rear</u>
Value 50's	25%	0%	0%	50%
Standard 50's	50%	0%	0%	100%
60's	50%	50%	0%	100%
70's	50%	50%	50%	100%

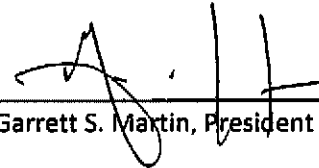
All other provisions of *Article VI, Section C* of the Design Guidelines shall remain the same.

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

EXECUTED to be effective as of the date this Amendment has been recorded in the Official Public Records of Williamson County, Texas.

DECLARANT:

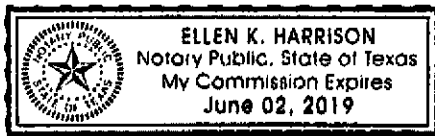
LARKSPUR COMMUNITY DEVELOPMENT, INC.,
a Texas limited liability company

By: 
Garrett S. Martin, President

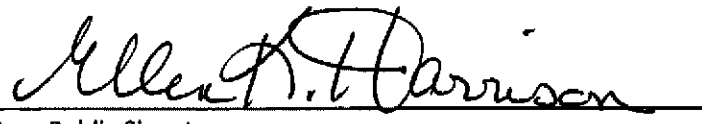
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 28th day of July, 2017, by Garrett S. Martin, President of Larkspur Community Development, Inc., a Texas corporation, on behalf of said corporation.



(seal)


Notary Public Signature

**ELECTRONICALLY RECORDED
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2017071217

Pages: 4 Fee: \$29.00
08/02/2017 09:29 AM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

AFTER RECORDING RETURN TO:
JOSHUA D. BERNSTEIN, ESQ.
NORTON ROSE FULBRIGHT US LLP
98 SAN JACINTO BLVD, SUITE 1100
AUSTIN, TEXAS 78701

 NORTON ROSE FULBRIGHT

LARKSPUR

(A Master Planned Community in Williamson County, Texas)

ADOPTION OF WORKING CAPITAL ASSESSMENT FOR RESIDENTIAL LOTS

Cross Reference to that certain Larkspur Master Covenant, recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas.

LARKSPUR

(A Master Planned Community in Williamson County, Texas)

ADOPTION OF WORKING CAPITAL ASSESSMENT FOR RESIDENTIAL LOTS

The following Adoption of Working Capital Assessment for Residential Lots is made pursuant to *Section 5.8* of that certain Larkspur Master Covenant, recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas (the "**Master Covenant**") by **LARKSPUR COMMUNITY DEVELOPMENT, INC.**, a Texas corporation (the "**Declarant**"), and is as follows:

1. **Working Capital Assessment.** In accordance with *Section 5.8* of the Master Covenant, the Declarant adopts a working capital assessment amount equal to Three Hundred Fifty and No/100 Dollars (\$350.00)(the "**Working Capital Assessment**") for the Residential Lots. The Working Capital Assessment applies to all Residential Lots within the Development unless otherwise exempt pursuant to *Section 5.8* of the Master Covenant or as set forth in a Recorded Instrument, executed by the Declarant or a duly authorized officer of the Board, as applicable.

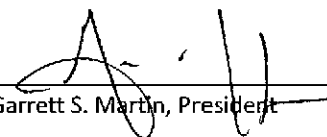
2. **Subject to Change.** The amount of the Working Capital Assessment designated hereunder is subject to change from time to time by the Declarant, until the expiration or termination of the Development Period, and the Board thereafter.

3. **Capitalized Terms.** Capitalized terms used by not defined herein shall have the meanings ascribed to such terms in the Master Covenant.

EXECUTED TO BE EFFECTIVE on the 25th day of AUGUST, 2017.

DECLARANT:

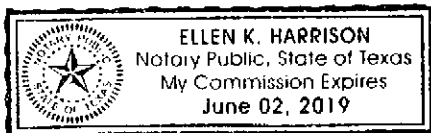
LARKSPUR COMMUNITY DEVELOPMENT, INC.,
a Texas limited liability company

By: 
Garrett S. Martin, President

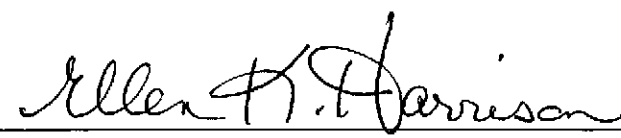
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of AUGUST, 2017, by Garrett S. Martin, President of Larkspur Community Development, Inc., a Texas corporation, on behalf of said corporation.



(seal)


Notary Public Signature

**ELECTRONICALLY RECORDED
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2017079218

Pages: 3 Fee: \$25.00
08/25/2017 04:24 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

AFTER RECORDING RETURN TO:
JOSHUA D. BERNSTEIN, ESQ.
NORTON ROSE FULBRIGHT US LLP
98 SAN JACINTO BLVD, SUITE 1100
AUSTIN, TEXAS 78701

 **NORTON ROSE FULBRIGHT**

SECOND AMENDMENT TO LARKSPUR DESIGN GUIDELINES

(A Master Planned Community in Williamson County, Texas)

Declarant: LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation

Cross Reference to the Larkspur Master Covenant, recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas; and the Larkspur Design Guidelines, recorded as Document No. 2017016732 in the Official Public Records of Williamson County, Texas, as amended by that certain First Amendment to Larkspur Design Guidelines, recorded as Document No. 2017071217 in the Official Public Records of Williamson County, Texas.

SECOND AMENDMENT TO LARKSPUR DESIGN GUIDELINES

This Second Amendment to Larkspur Design Guidelines (this "**Amendment**") is made by **LARKSPUR COMMUNITY DEVELOPMENT, INC.**, a Texas corporation ("**Declarant**"), and is as follows:

RECITALS:

A. Pursuant to Section 6.4(b) of the Larkspur Master Covenant, recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas, (the "**Master Covenant**"), Declarant has adopted the Larkspur Design Guidelines, recorded under Document No. 2017016732, Official Public Records of Williamson County, Texas, as amended by that certain First Amendment to Larkspur Design Guidelines, recorded as Document No. 2017071217, Official Public Records of Williamson County, Texas (collectively, the "**Design Guidelines**").

B. Pursuant to Section 6.4(b) of the Master Covenant, the "Larkspur Reviewer", established pursuant to Article 6 of the Master Covenant (the "**Larkspur Reviewer**"), has the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines.

C. Pursuant to Section 6.1 of the Master Covenant, the Larkspur Reviewer is the Declarant or its designee until expiration of the Development Period (as defined therein). The Development Period commenced on October 18, 2016, and has neither expired nor been terminated.

D. Declarant now desires to amend and modify the Design Guidelines as set forth herein.

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

1. Fencing and Walls Construction. The third sentence of the Fencing and Walls Construction paragraph set forth in *Article VII, Section F* of the Design Guidelines is hereby deleted and replaced with the following:

All fencing shall be constructed of 1"x4"x6' cedar pickets using 4"x4" weather treated posts.

All other provisions of *Article VII, Section F* of the Design Guidelines shall remain the same.

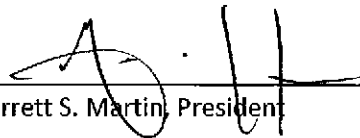
2. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Design Guidelines remain in full force and effect as written, and are hereby ratified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

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this Amendment has been recorded in the Official Public Records of Williamson County, Texas.

DECLARANT:


LARKSPUR COMMUNITY DEVELOPMENT, INC.,
a Texas limited liability company

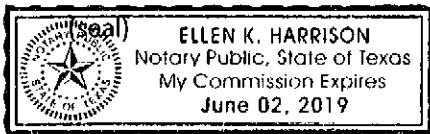
By: 
Garrett S. Martin, President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14th day of September, 2017, by Garrett S. Martin, President of Larkspur Community Development, Inc., a Texas corporation, on behalf of said corporation.


Notary Public Signature



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2017085359

Pages: 4 Fee: \$29.00
09/14/2017 02:20 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

AFTER RECORDING RETURN TO:
JOSHUA D. BERNSTEIN, ESQ.
NORTON ROSE FULBRIGHT US LLP
98 SAN JACINTO BLVD, SUITE 1100
AUSTIN, TEXAS 78701

 **NORTON ROSE FULBRIGHT**

THIRD AMENDMENT TO LARKSPUR DESIGN GUIDELINES

(A Master Planned Community in Williamson County, Texas)

Declarant: LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation

Cross Reference to the Larkspur Master Covenant, recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas; and the Larkspur Design Guidelines, recorded as Document No. 2017016732 in the Official Public Records of Williamson County, Texas, as amended by that certain First Amendment to Larkspur Design Guidelines, recorded as Document No. 2017071217 in the Official Public Records of Williamson County, Texas, and that certain Second Amendment to Larkspur Design Guidelines, recorded as Document No. 2017085359 in the Official Public Records of Williamson County, Texas.

THIRD AMENDMENT TO LARKSPUR DESIGN GUIDELINES

This Third Amendment to Larkspur Design Guidelines (this "Amendment") is made by **LARKSPUR COMMUNITY DEVELOPMENT, INC.**, a Texas corporation ("Declarant"), and is as follows:

RECITALS:

A. Pursuant to Section 6.4(b) of the Larkspur Master Covenant, recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas, (the "**Master Covenant**"), Declarant has adopted the Larkspur Design Guidelines, recorded under Document No. 2017016732, Official Public Records of Williamson County, Texas, as amended by that certain First Amendment to Larkspur Design Guidelines, recorded as Document No. 2017071217, Official Public Records of Williamson County, Texas, and that certain Second Amendment to Larkspur Design Guidelines, recorded as Document No. 2017085359, Official Public Records of Williamson County, Texas (collectively, the "**Design Guidelines**").

B. Pursuant to Section 6.4(b) of the Master Covenant, the "Larkspur Reviewer", established pursuant to Article 6 of the Master Covenant (the "**Larkspur Reviewer**"), has the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines.

C. Pursuant to Section 6.1 of the Master Covenant, the Larkspur Reviewer is the Declarant or its designee until expiration of the Development Period (as defined therein). The Development Period commenced on October 18, 2016, and has neither expired nor been terminated.

D. Declarant, as the Larkspur Reviewer, now desires to amend and modify the Design Guidelines as set forth herein.

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

1. **Siding and Masonry.** The Siding and Masonry table set forth in *Article VI, Section C* of the Design Guidelines, as previously amended, is hereby deleted in its entirety and replaced with the following table:

Home Type	Front	Sides	Rear	Street Facing Side/Rear
Value 50s	50%	0%	0%	50%
Standard 50s	50%	0%	0%	50%
60s	50%	50%	0%	50%
70s	50%	50%	50%	50%

Additionally, Article VI, Section C of the Design Guidelines is hereby amended to provide that, in addition to meeting minimum masonry requirements imposed by the City of Liberty Hill, and

notwithstanding the percentages set forth in the Siding and Masonry Table, if a building is to be constructed on a Lot such that the rear or either side of such building will face either Larkspur Park Blvd. or County Road 266, such building shall be constructed with 100% Masonry on all sides.

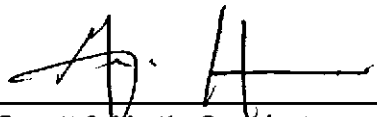
All other provisions of Article VI, Section C of the Design Guidelines shall remain the same.

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

EXECUTED to be effective as of the date this Amendment has been recorded in the Official Public Records of Williamson County, Texas.

DECLARANT:

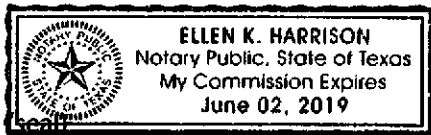
LARKSPUR COMMUNITY DEVELOPMENT, INC.,
a Texas limited liability company

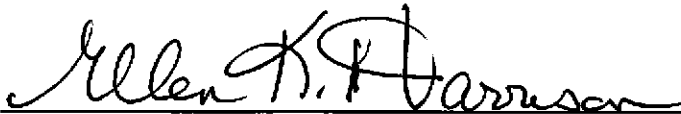
By: 
Garrett S. Martin, President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of September 2017, by Garrett S. Martin, President of Larkspur Community Development, Inc., a Texas corporation, on behalf of said corporation.




Notary Public Signature

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2017087251

Pages: 4 Fee: \$29.00
09/20/2017 04:12 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

DECLARATION OF RESTRICTIVE COVENANTS 32-01460 6526-Mg

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made effective as of October 17, 2017, by LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation ("Declarant"), whose address is 9111 Jollyville Road, Suite 111, Austin, Texas 78759, and is joined in by GEHAN HOMES, LTD., a Texas limited partnership ("Builder"), whose address is 3815 S. Capital of Texas Hwy, Suite 275, Austin, Texas 78704, with reference to the following facts:

A. Declarant is the developer of a multi-phased project commonly known as "Larkspur" (the "Community"), located in Williamson County, Texas, and is the owner of certain real property located within the Community as more particularly described on Exhibit "A" attached (each a "Builder Lot" and collectively, the "Builder Lots").

B. Declarant and Builder are parties to the Larkspur Lot Purchase Agreement dated, September 27, 2016, as same has been and may be further amended from time to time (the "Builder Agreement").

C. Contemporaneously herewith, Declarant is conveying the Builder Lots to Builder pursuant to the terms of the Builder Agreement.

D. Pursuant to the terms of the Builder Agreement, Declarant desires to execute, deliver and record this Declaration to provide public record notice of certain of the terms, conditions, covenants, restrictions and agreements affecting development of the Builder Lots, which constitute covenants running with the land and bind successors-in-interest as to the Builder Lots.

E. The Builder Lots shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following conditions, covenants, limitations and restrictions. All of the conditions, covenants, limitations and restrictions herein shall run with the land and shall be binding upon Builder and all parties having or acquiring any right, title or interest in any portion of the Builder Lots, and such parties' successors in title, excluding the owner of any home located on a Builder Lot.

NOW, THEREFORE, for and in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Recitals; Exhibit; Definitions. The foregoing recitals are correct and, together with the exhibit attached hereto, are hereby incorporated into this Declaration. All defined terms used herein shall have the meanings set forth in the Builder Agreement, unless separately defined herein.

2. Declarant's Repurchase Rights.

2.1 Right to Repurchase Builder Lots for Failure to Timely Commence Construction.

(a) Except to the extent a shorter period is expressly provided herein, if, as to any Builder Lot, Builder fails to cause Commencement of Construction (as defined below) to occur on or before the date which is eighteen (18) months after the closing on the purchase of the Builder Lot (the "Construction Commencement Deadline"), then at any time after the Construction Commencement Deadline and prior to Builder's Commencement of Construction on the Builder Lot,

Declarant shall have the right to require the conveyance of the Builder Lot back to Declarant, or to any third party designated by Declarant, for a total consideration equal to the Purchase Price that Builder paid to Declarant for such Builder Lot (the "Option Repurchase Price"). Declarant shall make such election, if at all, by delivering written notice to Builder or the then owner of the Builder Lot, and specifying the date for closing. Notwithstanding the foregoing, the Construction Commencement Deadline for the Builder Lot designated as Model Home Lot(s) or Spec Home Lot(s) on Exhibit "A" attached hereto, if any, shall be thirty (30) days after the date of this Declaration.

(b) The right to repurchase provided in Section 2.1(a) above shall terminate automatically as to each Builder Lot upon the earlier of: (i) Commencement of Construction on the Builder Lot prior to written notice from Declarant of Declarant's intent to exercise its right to repurchase as provided in Section 2.1(a) above; or (ii) three (3) years from the date of this Declaration. For purposes of this Section 2, "Commencement of Construction" shall mean the occurrence of all of the following: (i) issuance of a building permit by the appropriate governmental authority authorizing the construction of a single-family residence on the Builder Lot in accordance with the approved Plans; and (ii) the completion of footings, site grading, and a foundation or slab on the Builder Lot substantially in accordance with the approved Plans. Builder shall use commercially reasonable efforts and proceed with due diligence to complete construction of a single-family home and all related improvements (including landscaping) on each Builder Lot, and to complete construction of a single-family home and all related improvements to each Builder Lot (including landscaping) within twelve (12) months after Commencement of Construction, all in accordance with the approved Plans, all Applicable Laws and all applicable requirement, terms and conditions of the Builder Agreement and the Governing Documents. Notwithstanding the foregoing, as to the Builder Lot designated as Model Home Lot(s) or Spec Home Lot(s) on Exhibit "A" attached hereto, if any, Builder shall commence construction of a home and all related improvements (including landscaping) on such Model Home Lots and Spec Home Lot within thirty (30) days after the date of this Declaration.

2.2 Right to Repurchase Builder Lots Prior to Resale.

(a) Until Commencement of Construction on a Builder Lot has occurred, neither Builder nor any Authorized Successor may transfer or convey such Builder Lot to any third party without first offering to sell such Builder Lot to Declarant for the lesser of: (i) the Purchase Price that Builder paid to Declarant for such Builder Lot; or (ii) the purchase price that Builder is willing to accept from a third party purchaser for such Builder Lot (the lesser of (i) and (ii) being referred to as the "ROFR Repurchase Price"). Builder hereby grants to Declarant an exclusive right of first refusal to purchase each Builder Lot on the terms and conditions set forth in this Section 2.2 and Section 2.3 hereof. This Section 2.2 shall not restrict Builder's right to enter into a binding contract for the sale of a Builder Lot, provided such contract: (1) obligates Builder to construct a home on such Builder Lot within two (2) years after the buyer executes such contract; and (2) provides that such buyer may not convey the Builder Lot to any third party until construction is completed in accordance with the approved Plans without giving Declarant the right of first refusal to repurchase the Builder Lot on the terms and conditions set forth in this section.

(b) If Builder or any Authorized Successor desires to sell or otherwise transfer any Builder Lot under circumstances triggering Declarant's rights under this Section 2.2, the party proposing to transfer shall deliver to Declarant written notice of such intent, identifying the Builder Lot which it proposes to transfer. Declarant shall have fifteen (15) days after receipt of such

notice to elect whether to exercise its right to purchase such Builder Lot and, if it elects to proceed with the purchase, to deliver written notice of such election to Builder or its Authorized Successor.

2.3 General Provisions Regarding Repurchase of Builder Lots. If Declarant elects to exercise any right to repurchase any Builder Lot under Sections 2.1 or 2.2 above, the following provisions shall apply:

(a) Builder or its Authorized Successor (as applicable, the "Transferor") shall convey such Builder Lot to Declarant by special warranty deed, subject only to the same exceptions to title as set forth in the applicable Deed to Builder, within thirty (30) days after the date of receipt of Declarant's election notice (the exact date of closing of the repurchase to be selected by Declarant). The Builder Lot shall be conveyed to Declarant substantially in the same physical condition as existed on the date it was conveyed to Builder.

(b) At the repurchase closing, the Transferor shall execute and deliver to Declarant: (i) the special warranty deed referenced in (a) above; (ii) a non-foreign (FIRPTA) affidavit; (iii) an affidavit (1) representing and warranting to Declarant that there has been no change in the environmental condition of the Builder Lot during Builder's or any Authorized Successor's ownership thereof, and (2) agreeing to indemnify, defend (with counsel acceptable to Declarant) and hold Declarant and its affiliates harmless from and against any and all claims, losses, liabilities, costs, damages, causes of action, demands, and proceedings arising out of, or directly or indirectly related to, any condition of the Builder Lot which is not in compliance with this provision; (iv) a counterpart closing statement in form approved by Declarant; (v) appropriate evidence to establish the authority of Transferor to enter into and close the transaction; (vi) if any impact fee credits were assigned by Declarant to Builder as to such Builder Lot, a re-assignment of such impact fee credits to Declarant executed by Builder; and (vii) any other documents reasonably necessary or appropriate to complete and evidence the transaction to take place at such repurchase closing.

(c) The Transferor shall pay the cost of obtaining a title insurance policy in favor of Declarant and all other closing costs. Declarant shall pay the Option Repurchase Price or the ROFR Repurchase Price, as applicable, in immediately available funds. Real estate taxes and assessments and Association assessments shall be prorated as of the date of such reconveyance. If the title proposed to be conveyed is subject to any lien, encumbrance or defect which is not permitted in this Section 2, then Declarant, in addition to all other rights and remedies which it may have at law or in equity, may remove any such lien, encumbrance or defect and deduct all costs and expenses incurred by Declarant (including, but not limited to, reasonable attorneys' and legal assistants' fees and costs) from the amount of the Option Repurchase Price or the ROFR Repurchase Price, as applicable, otherwise payable as provided in this Section 2.

(d) Notwithstanding anything to the contrary contained herein, Declarant retains the right, at any time prior to closing any repurchase, to cancel such repurchase without explanation or liability to the owner of the applicable Builder Lot.

2.4 Acknowledgement of Termination. Within ten (10) days after request of Builder or its successor-in-title, at any time after Declarant's repurchase rights set forth in Section 2.1 and/or Section 2.2 above have expired or been waived in writing by Declarant as to a Builder Lot, Declarant

shall deliver to Builder a document in recordable form acknowledging such termination as to the applicable Builder Lot.

3. **Marketing and Sales Efforts.** As to each Builder Lot, Builder shall pay to Declarant the Marketing Fee in the amount of One Thousand Five Hundred Dollars (\$1,500.00) for each Builder Lot. The Marketing Fee shall be paid by Builder to Declarant as to each Builder Lot upon the closing of the sale of the Builder Lot improved with a home to a homebuyer. Builder shall direct the closing agent or title company that closes the sale of each Builder Lot from Builder to a third party to deduct the Marketing Fee from Builder's proceeds at the closing and pay it directly to Declarant, but failure of the closing agent to do so shall not relieve Builder of the obligation to pay such amount to Declarant. In addition, Builder shall provide Declarant with the name, address and telephone number of the closing agent and Builder hereby authorizes Declarant to contact the closing agent prior to closing with a third party confirm that the closing agent has been notified of Builder's payment obligation. All Marketing Fees paid by Builder shall be fully earned and nonrefundable under any and all circumstances. Declarant shall have complete discretion in deciding how such Marketing Fees are to be spent on the marketing program. In the event that Builder fails to pay the Marketing Fee to Declarant when due, then in addition to all other rights and remedies available to Declarant on account of Builder's non-payment, and, notwithstanding any notice or cure periods that may be provided in the Builder Agreement with respect to a Builder default, (i) such Marketing Fee shall bear interest at the rate of twelve percent (12%) per annum from the date due until the date paid; and (ii) Declarant shall have a lien against any or all of the Builder Lots owned by Builder for such Marketing Fee, the right to record a claim of lien with respect thereto in the Public Records of the County, and the right to foreclose or otherwise exercise its rights with respect to such lien.

4. **Project Name.** The name and logo of the Community are proprietary to Declarant, and Declarant hereby claims and reserves unto itself all tradename, trademark and similar intangible rights and interests with respect thereto. Builder shall not use, nor shall Builder permit to be used on its behalf, the word "Larkspur" or any derivative or any logo thereof in any printed or promotional material without the prior written consent of Declarant, except where the word "Larkspur" is used solely to indicate that certain property is located within the Community.

5. **Builder Agreement.** The Builder Agreement and each of the provisions thereof remain in full force and effect, and this Declaration shall not be deemed to modify the Builder Agreement or to limit in any way the parties' rights and obligations thereunder.

6. **Covenants Running with the Land; Successors and Assigns.** The provisions of this Declaration shall constitute covenants running with the land, burdening the Builder Lot and binding on all parties having or acquiring any right, title or interest in any portion of the Builder Lot, and benefiting Declarant.

7. **Termination of Declaration.** This Declaration shall terminate automatically as to each Builder Lot, and shall no longer constitute an encumbrance against such Builder Lot upon the first to occur of (a) the date of Commencement of Construction on the Builder Lot; or (b) the date of closing on Declarant's repurchase of the Builder Lot pursuant to Section 2 above if Declarant elects to so repurchase the Builder Lot. The termination of this Declaration as to any Builder Lot shall not constitute a termination of Builder's obligations as to such Builder Lot which may survive pursuant to the terms of the Builder Agreement.

8. **Enforcement.** In the event of the breach of any of the provisions set forth in this Declaration, Declarant, or Declarant's designated successor in interest, shall be entitled to all rights and remedies available at law or in equity, including, without limitation, injunctive relief for the immediate and irreparable harm that would be caused by any act or omission by Builder or any other owner of a Builder Lot, to comply with the terms of this Declaration. In the event of any action for enforcement of this Declaration by Declarant or its designated successors in interest, such enforcing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and legal assistants' fees and costs incurred by reason of such action, and all costs of mediation, arbitration or suit at both the trial and appellate levels.

9. **No Third-Party Beneficiaries.** Notwithstanding anything to the contrary set forth in this Declaration, this Declaration is for the benefit of Declarant only, and may not be relied upon, or enforced by any party other than Declarant or a person or entity to which Declarant assigns in writing its rights hereunder or designates in writing as a successor to Declarant's rights hereunder.

10. **Supplements; Amendment; Waiver.** Builder and Declarant shall execute and record a supplement to this Declaration to add additional Builder Lots purchased by Builder, pursuant to the Agreement. This Declaration may not be modified or amended without the written consent of Declarant, or Declarant's designated successor in interest. Any such amendment shall be recorded in the Public Records. The failure by the Declarant, or Declarant's designated successor in interest, to enforce any covenant, condition, or restriction set forth herein shall not be deemed a waiver of the right to enforce the same or any other breach or violation thereof, and no waiver of any right or obligation hereunder shall be effective unless in writing signed by the party to be charged with such waiver.

11. **Notices.** Each notice or document (collectively, "notice") to be given hereunder shall be in writing and shall be delivered either by hand delivery, by overnight delivery service, by facsimile, or by depositing it with the U.S. Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention) at their addresses set forth below:

If to Builder:

Gehan Homes, Ltd.
 Attn: Chris Lynch
 3815 S. Capital of Texas Hwy, Suite 275
 Austin, Texas 78704
 Tel (512) 330-9366
 Fax (512) 9755
 Email clynch@gehanhomes.com

With a copy for Builder to:

Gehan Homes, Ltd.
 Attn: John Winniford
 15725 N. Dallas Parkway, Suite 300
 Addison, Texas 75001
 Tel (972) 383-4300
 Fax (972) 383-4639
 Email jwinniford@gehanhomes.com

With a copy for Builder to:

Nathan M. Rosen
 Nathan M. Rosen, P.C.
 16475 N. Dallas Parkway, Suite 660
 Addison, Texas 75001
 Tel (972) 818-7600
 Fax (972) 818-7606
 Email nrosen@txrelaw.com

If to Seller:

Larkspur Community Development, Inc.
 Attn: Garrett S. Martin
 9111 Jollyville Road, Suite 111
 Austin, Texas 78759
 Tel (512) 686-4986
 Fax (512) 326-1195
 Email garrett@mymilestone.com

With a copy for Seller to:

Norton Rose Fulbright US LLP
 Attn: Josh Bernstein
 98 San Jacinto Blvd, Suite 1100
 Austin, Texas 78701
 Tel (512) 536-3095
 Fax (512) 536-4598
 Email josh.bernstein@nortonrosefulbright.com

If given by mail in accordance with this provision, the notice shall be deemed to have been given within a required time if deposited with the U.S. Postal Service within the time limit, and deemed received upon such deposit with the U.S. Postal Service. If given by hand delivery or overnight delivery service, the notice shall be deemed to have been given within a required time if deposited with the courier or delivery service within the time limit, and deemed received upon receipt at the address to which it is delivered. Notice delivered by facsimile shall be deemed given and received upon the transmitting party's receipt of electronic confirmation of successful transmission. For the purpose of calculating time limits which run from the giving or receiving of a particular notice, the time shall be calculated in accordance with the terms of this Section. Rejection or other refusal by the addressee to accept delivery, or the inability to deliver any notice because of a change of address of the intended recipient without notice to the sender, shall be deemed to be the receipt of the notice on the date postmarked or deposited with the applicable delivery service (whether by hand delivery, overnight delivery service, or U.S. Postal Service). If any party is represented by legal counsel, such legal counsel is authorized to give notice or make deliveries under this Declaration directly to the other party on behalf of his or her client, and the same shall be deemed proper notice or delivery hereunder if given or made in the manner hereinabove specified.

12. **Governing Law and Venue.** This Declaration shall be construed by and controlled under the laws of the State of Texas. Venue and jurisdiction for any dispute arising under this Declaration shall be exclusively in the courts located in Travis County, Texas, it being acknowledged that Travis County, Texas is Declarant's principal place of business.

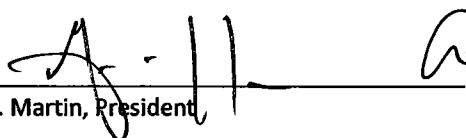
13. **Severability.** In the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Declaration.

14. Counterparts. This Declaration may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Declaration, and shall be deemed to have executed such, on the day and year first above written.

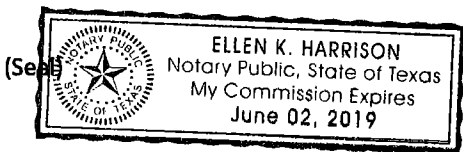
LARKSPUR COMMUNITY DEVELOPMENT, INC.,
a Texas corporation

By: 
Garrett S. Martin, President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 18th day of October, 2017 by Garrett S. Martin, President of Larkspur Community Development, Inc., a Texas corporation, on behalf of said corporation.


Notary Public Signature



[Signatures continue on following page]

[Builder's signature page to Declaration of Restrictive Covenants]

GEHAN HOMES, LTD.,
a Texas limited partnership

By: GEHAN HOMES I, INC.,
a Texas corporation, General Partner

By: Audrey Lam
Printed Name: Audrey Lam
Title: Director of Finance

THE STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me this 17 day of October, 2017 by Audrey Lam, Director of Finance of GEHAN HOMES I, INC., a Texas corporation, General Partner of GEHAN HOMES, LTD., a Texas limited partnership, on behalf of said limited partnership and in the capacity herein stated.

(SEAL)

Mario Parker
Notary Public Signature

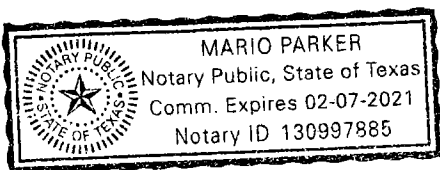


EXHIBIT "A"

Builder Lots

Lots 4 and 5, Block B; Lot 16, Block D; Lot 10, Block I; Lots 17 and 19, Block J; Lots 4, 7 and 9, Block K; of AMENDING PLAT OF CAUGHFIELD, PHASE 1, a subdivision in Williamson County, Texas, according to the map or plat recorded under Document Number 2017015639, in the Official Public Records of Williamson County, Texas.

AFTER RECORDING, RETURN TO:

**Larkspur Community Development, Inc.
9111 Jollyville Road, Suite 111
Austin, Texas 78759**

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2017097288

Pages: 11 Fee: \$57.00
10/19/2017 02:09 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

DECLARATION OF RESTRICTIVE COVENANTS

32-01460-6707-NLS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made effective as of December 5, 2017, by LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation ("Declarant"), whose address is 9111 Jollyville Road, Suite 111, Austin, Texas 78759, and is joined in by GEHAN HOMES, LTD., a Texas limited partnership ("Builder"), whose address is 3815 S. Capital of Texas Hwy, Suite 275, Austin, Texas 78704, with reference to the following facts:

A. Declarant is the developer of a multi-phased project commonly known as "Larkspur" (the "Community"), located in Williamson County, Texas, and is the owner of certain real property located within the Community as more particularly described on Exhibit "A" attached (each a "Builder Lot" and collectively, the "Builder Lots").

B. Declarant and Builder are parties to the Larkspur Lot Purchase Agreement dated, September 27, 2016, as same has been and may be further amended from time to time (the "Builder Agreement").

C. Contemporaneously herewith, Declarant is conveying the Builder Lots to Builder pursuant to the terms of the Builder Agreement.

D. Pursuant to the terms of the Builder Agreement, Declarant desires to execute, deliver and record this Declaration to provide public record notice of certain of the terms, conditions, covenants, restrictions and agreements affecting development of the Builder Lots, which constitute covenants running with the land and bind successors-in-interest as to the Builder Lots.

E. The Builder Lots shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following conditions, covenants, limitations and restrictions. All of the conditions, covenants, limitations and restrictions herein shall run with the land and shall be binding upon Builder and all parties having or acquiring any right, title or interest in any portion of the Builder Lots, and such parties' successors in title, excluding the owner of any home located on a Builder Lot.

NOW, THEREFORE, for and in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Recitals; Exhibit; Definitions. The foregoing recitals are correct and, together with the exhibit attached hereto, are hereby incorporated into this Declaration. All defined terms used herein shall have the meanings set forth in the Builder Agreement, unless separately defined herein.

2. Declarant's Repurchase Rights.

2.1 Right to Repurchase Builder Lots for Failure to Timely Commence Construction.

(a) Except to the extent a shorter period is expressly provided herein, if, as to any Builder Lot, Builder fails to cause Commencement of Construction (as defined below) to occur on or before the date which is eighteen (18) months after the closing on the purchase of the Builder Lot (the "Construction Commencement Deadline"), then at any time after the Construction Commencement Deadline and prior to Builder's Commencement of Construction on the Builder Lot,

Declarant shall have the right to require the conveyance of the Builder Lot back to Declarant, or to any third party designated by Declarant, for a total consideration equal to the Purchase Price that Builder paid to Declarant for such Builder Lot (the "Option Repurchase Price"). Declarant shall make such election, if at all, by delivering written notice to Builder or the then owner of the Builder Lot, and specifying the date for closing. Notwithstanding the foregoing, the Construction Commencement Deadline for the Builder Lot designated as Model Home Lot(s) or Spec Home Lot(s) on Exhibit "A" attached hereto, if any, shall be thirty (30) days after the date of this Declaration.

(b) The right to repurchase provided in Section 2.1(a) above shall terminate automatically as to each Builder Lot upon the earlier of: (i) Commencement of Construction on the Builder Lot prior to written notice from Declarant of Declarant's intent to exercise its right to repurchase as provided in Section 2.1(a) above; or (ii) three (3) years from the date of this Declaration. For purposes of this Section 2, "Commencement of Construction" shall mean the occurrence of all of the following: (i) issuance of a building permit by the appropriate governmental authority authorizing the construction of a single-family residence on the Builder Lot in accordance with the approved Plans; and (ii) the completion of footings, site grading, and a foundation or slab on the Builder Lot substantially in accordance with the approved Plans. Builder shall use commercially reasonable efforts and proceed with due diligence to complete construction of a single-family home and all related improvements (including landscaping) on each Builder Lot, and to complete construction of a single-family home and all related improvements to each Builder Lot (including landscaping) within twelve (12) months after Commencement of Construction, all in accordance with the approved Plans, all Applicable Laws and all applicable requirement, terms and conditions of the Builder Agreement and the Governing Documents. Notwithstanding the foregoing, as to the Builder Lot designated as Model Home Lot(s) or Spec Home Lot(s) on Exhibit "A" attached hereto, if any, Builder shall commence construction of a home and all related improvements (including landscaping) on such Model Home Lots and Spec Home Lot within thirty (30) days after the date of this Declaration.

2.2 Right to Repurchase Builder Lots Prior to Resale.

(a) Until Commencement of Construction on a Builder Lot has occurred, neither Builder nor any Authorized Successor may transfer or convey such Builder Lot to any third party without first offering to sell such Builder Lot to Declarant for the lesser of: (i) the Purchase Price that Builder paid to Declarant for such Builder Lot; or (ii) the purchase price that Builder is willing to accept from a third party purchaser for such Builder Lot (the lesser of (i) and (ii) being referred to as the "ROFR Repurchase Price"). Builder hereby grants to Declarant an exclusive right of first refusal to purchase each Builder Lot on the terms and conditions set forth in this Section 2.2 and Section 2.3 hereof. This Section 2.2 shall not restrict Builder's right to enter into a binding contract for the sale of a Builder Lot, provided such contract: (1) obligates Builder to construct a home on such Builder Lot within two (2) years after the buyer executes such contract; and (2) provides that such buyer may not convey the Builder Lot to any third party until construction is completed in accordance with the approved Plans without giving Declarant the right of first refusal to repurchase the Builder Lot on the terms and conditions set forth in this section.

(b) If Builder or any Authorized Successor desires to sell or otherwise transfer any Builder Lot under circumstances triggering Declarant's rights under this Section 2.2, the party proposing to transfer shall deliver to Declarant written notice of such intent, identifying the Builder Lot which it proposes to transfer. Declarant shall have fifteen (15) days after receipt of such

notice to elect whether to exercise its right to purchase such Builder Lot and, if it elects to proceed with the purchase, to deliver written notice of such election to Builder or its Authorized Successor.

2.3 General Provisions Regarding Repurchase of Builder Lots. If Declarant elects to exercise any right to repurchase any Builder Lot under Sections 2.1 or 2.2 above, the following provisions shall apply:

(a) Builder or its Authorized Successor (as applicable, the "Transferor") shall convey such Builder Lot to Declarant by special warranty deed, subject only to the same exceptions to title as set forth in the applicable Deed to Builder, within thirty (30) days after the date of receipt of Declarant's election notice (the exact date of closing of the repurchase to be selected by Declarant). The Builder Lot shall be conveyed to Declarant substantially in the same physical condition as existed on the date it was conveyed to Builder.

(b) At the repurchase closing, the Transferor shall execute and deliver to Declarant: (i) the special warranty deed referenced in (a) above; (ii) a non-foreign (FIRPTA) affidavit; (iii) an affidavit (1) representing and warranting to Declarant that there has been no change in the environmental condition of the Builder Lot during Builder's or any Authorized Successor's ownership thereof, and (2) agreeing to indemnify, defend (with counsel acceptable to Declarant) and hold Declarant and its affiliates harmless from and against any and all claims, losses, liabilities, costs, damages, causes of action, demands, and proceedings arising out of, or directly or indirectly related to, any condition of the Builder Lot which is not in compliance with this provision; (iv) a counterpart closing statement in form approved by Declarant; (v) appropriate evidence to establish the authority of Transferor to enter into and close the transaction; (vi) if any impact fee credits were assigned by Declarant to Builder as to such Builder Lot, a re-assignment of such impact fee credits to Declarant executed by Builder; and (vii) any other documents reasonably necessary or appropriate to complete and evidence the transaction to take place at such repurchase closing.

(c) The Transferor shall pay the cost of obtaining a title insurance policy in favor of Declarant and all other closing costs. Declarant shall pay the Option Repurchase Price or the ROFR Repurchase Price, as applicable, in immediately available funds. Real estate taxes and assessments and Association assessments shall be prorated as of the date of such reconveyance. If the title proposed to be conveyed is subject to any lien, encumbrance or defect which is not permitted in this Section 2, then Declarant, in addition to all other rights and remedies which it may have at law or in equity, may remove any such lien, encumbrance or defect and deduct all costs and expenses incurred by Declarant (including, but not limited to, reasonable attorneys' and legal assistants' fees and costs) from the amount of the Option Repurchase Price or the ROFR Repurchase Price, as applicable, otherwise payable as provided in this Section 2.

(d) Notwithstanding anything to the contrary contained herein, Declarant retains the right, at any time prior to closing any repurchase, to cancel such repurchase without explanation or liability to the owner of the applicable Builder Lot.

2.4 Acknowledgement of Termination. Within ten (10) days after request of Builder or its successor-in-title, at any time after Declarant's repurchase rights set forth in Section 2.1 and/or Section 2.2 above have expired or been waived in writing by Declarant as to a Builder Lot, Declarant

shall deliver to Builder a document in recordable form acknowledging such termination as to the applicable Builder Lot.

3. **Marketing and Sales Efforts.** As to each Builder Lot, Builder shall pay to Declarant the Marketing Fee in the amount of One Thousand Five Hundred Dollars (\$1,500.00) for each Builder Lot. The Marketing Fee shall be paid by Builder to Declarant as to each Builder Lot upon the closing of the sale of the Builder Lot improved with a home to a homebuyer. Builder shall direct the closing agent or title company that closes the sale of each Builder Lot from Builder to a third party to deduct the Marketing Fee from Builder's proceeds at the closing and pay it directly to Declarant, but failure of the closing agent to do so shall not relieve Builder of the obligation to pay such amount to Declarant. In addition, Builder shall provide Declarant with the name, address and telephone number of the closing agent and Builder hereby authorizes Declarant to contact the closing agent prior to closing with a third party confirm that the closing agent has been notified of Builder's payment obligation. All Marketing Fees paid by Builder shall be fully earned and nonrefundable under any and all circumstances. Declarant shall have complete discretion in deciding how such Marketing Fees are to be spent on the marketing program. In the event that Builder fails to pay the Marketing Fee to Declarant when due, then in addition to all other rights and remedies available to Declarant on account of Builder's non-payment, and, notwithstanding any notice or cure periods that may be provided in the Builder Agreement with respect to a Builder default, (i) such Marketing Fee shall bear interest at the rate of twelve percent (12%) per annum from the date due until the date paid; and (ii) Declarant shall have a lien against any or all of the Builder Lots owned by Builder for such Marketing Fee, the right to record a claim of lien with respect thereto in the Public Records of the County, and the right to foreclose or otherwise exercise its rights with respect to such lien.

4. **Project Name.** The name and logo of the Community are proprietary to Declarant, and Declarant hereby claims and reserves unto itself all tradename, trademark and similar intangible rights and interests with respect thereto. Builder shall not use, nor shall Builder permit to be used on its behalf, the word "Larkspur" or any derivative or any logo thereof in any printed or promotional material without the prior written consent of Declarant, except where the word "Larkspur" is used solely to indicate that certain property is located within the Community.

5. **Builder Agreement.** The Builder Agreement and each of the provisions thereof remain in full force and effect, and this Declaration shall not be deemed to modify the Builder Agreement or to limit in any way the parties' rights and obligations thereunder.

6. **Covenants Running with the Land; Successors and Assigns.** The provisions of this Declaration shall constitute covenants running with the land, burdening the Builder Lot and binding on all parties having or acquiring any right, title or interest in any portion of the Builder Lot, and benefiting Declarant.

7. **Termination of Declaration.** This Declaration shall terminate automatically as to each Builder Lot, and shall no longer constitute an encumbrance against such Builder Lot upon the first to occur of (a) the date of Commencement of Construction on the Builder Lot; or (b) the date of closing on Declarant's repurchase of the Builder Lot pursuant to Section 2 above if Declarant elects to so repurchase the Builder Lot. The termination of this Declaration as to any Builder Lot shall not constitute a termination of Builder's obligations as to such Builder Lot which may survive pursuant to the terms of the Builder Agreement.

8. **Enforcement.** In the event of the breach of any of the provisions set forth in this Declaration, Declarant, or Declarant's designated successor in interest, shall be entitled to all rights and remedies available at law or in equity, including, without limitation, injunctive relief for the immediate and irreparable harm that would be caused by any act or omission by Builder or any other owner of a Builder Lot, to comply with the terms of this Declaration. In the event of any action for enforcement of this Declaration by Declarant or its designated successors in interest, such enforcing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and legal assistants' fees and costs incurred by reason of such action, and all costs of mediation, arbitration or suit at both the trial and appellate levels.

9. **No Third-Party Beneficiaries.** Notwithstanding anything to the contrary set forth in this Declaration, this Declaration is for the benefit of Declarant only, and may not be relied upon, or enforced by any party other than Declarant or a person or entity to which Declarant assigns in writing its rights hereunder or designates in writing as a successor to Declarant's rights hereunder.

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If to Builder:

Gehan Homes, Ltd.
 Attn: Chris Lynch
 3815 S. Capital of Texas Hwy, Suite 275
 Austin, Texas 78704
 Tel (512) 330-9366
 Fax (512) 9755
 Email clynch@gehanhomes.com

With a copy for Builder to:

Gehan Homes, Ltd.
 Attn: John Winniford
 15725 N. Dallas Parkway, Suite 300
 Addison, Texas 75001
 Tel (972) 383-4300
 Fax (972) 383-4639
 Email jwinniford@gehanhomes.com

With a copy for Builder to:

Nathan M. Rosen
 Nathan M. Rosen, P.C.
 16475 N. Dallas Parkway, Suite 660
 Addison, Texas 75001
 Tel (972) 818-7600
 Fax (972) 818-7606
 Email nrosen@txrelaw.com

If to Seller:

Larkspur Community Development, Inc.
 Attn: Garrett S. Martin
 9111 Jollyville Road, Suite 111
 Austin, Texas 78759
 Tel (512) 686-4986
 Fax (512) 326-1195
 Email garrett@mymilestone.com

With a copy for Seller to:

Norton Rose Fulbright US LLP
 Attn: Josh Bernstein
 98 San Jacinto Blvd, Suite 1100
 Austin, Texas 78701
 Tel (512) 536-3095
 Fax (512) 536-4598
 Email josh.bernstein@nortonrosefulbright.com

If given by mail in accordance with this provision, the notice shall be deemed to have been given within a required time if deposited with the U.S. Postal Service within the time limit, and deemed received upon such deposit with the U.S. Postal Service. If given by hand delivery or overnight delivery service, the notice shall be deemed to have been given within a required time if deposited with the courier or delivery service within the time limit, and deemed received upon receipt at the address to which it is delivered. Notice delivered by facsimile shall be deemed given and received upon the transmitting party's receipt of electronic confirmation of successful transmission. For the purpose of calculating time limits which run from the giving or receiving of a particular notice, the time shall be calculated in accordance with the terms of this Section. Rejection or other refusal by the addressee to accept delivery, or the inability to deliver any notice because of a change of address of the intended recipient without notice to the sender, shall be deemed to be the receipt of the notice on the date postmarked or deposited with the applicable delivery service (whether by hand delivery, overnight delivery service, or U.S. Postal Service). If any party is represented by legal counsel, such legal counsel is authorized to give notice or make deliveries under this Declaration directly to the other party on behalf of his or her client, and the same shall be deemed proper notice or delivery hereunder if given or made in the manner hereinabove specified.

12. **Governing Law and Venue.** This Declaration shall be construed by and controlled under the laws of the State of Texas. Venue and jurisdiction for any dispute arising under this Declaration shall be exclusively in the courts located in Travis County, Texas, it being acknowledged that Travis County, Texas is Declarant's principal place of business.

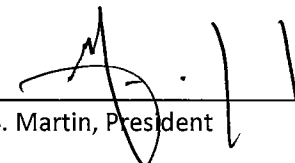
13. **Severability.** In the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Declaration.

14. Counterparts. This Declaration may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties.

[Signatures begin on following page]


IN WITNESS WHEREOF, the parties hereto have executed this Declaration, and shall be deemed to have executed such, on the day and year first above written.

LARKSPUR COMMUNITY DEVELOPMENT, INC.,
a Texas corporation

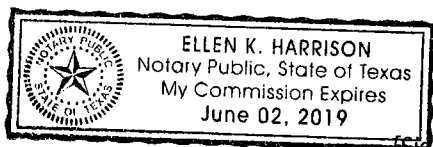
By: 
Garrett S. Martin, President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 6th day of December 2017 by Garrett S. Martin, President of Larkspur Community Development, Inc., a Texas corporation, on behalf of said corporation.


Notary Public Signature

(Seal)



[Signatures continue on following page]

[Builder's signature page to Declaration of Restrictive Covenants]

GEHAN HOMES, LTD.,
a Texas limited partnership

By: **GEHAN HOMES I, INC.,**
a Texas corporation, General Partner

By: *Audrey Lam*
Printed Name: Audrey Lam
Title: Director of Finance

THE STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me this 5 day of December, 2017 by *Audrey Lam*, Director of Finance of GEHAN HOMES I, INC., a Texas corporation, General Partner of GEHAN HOMES, LTD., a Texas limited partnership, on behalf of said limited partnership and in the capacity herein stated.

(SEAL)

Mario Parker
Notary Public Signature

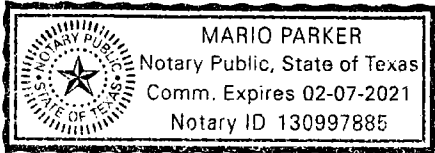


EXHIBIT "A"

Builder Lots

Lot 15, Block D, Lots 12 and 15, Block H, Lots 9, 11 and 15, Block J, Lot 11, Block K, of AMENDING PLAT OF CAUGHFIELD, PHASE 1, a subdivision in Williamson County, Texas, according to the map or plat recorded under Document Number 2017015639, in the Official Public Records of Williamson County, Texas.

AFTER RECORDING, RETURN TO:

Larkspur Community Development, Inc.
9111 Jollyville Road, Suite 111
Austin, Texas 78759

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2017112531

Pages: 11 Fee: \$57.00
12/07/2017 02:01 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

AFTER RECORDING RETURN TO:
JOSHUA D. BERNSTEIN, ESQ.
NORTON ROSE FULBRIGHT US LLP
98 SAN JACINTO BLVD, SUITE 1100
AUSTIN, TEXAS 78701

 NORTON ROSE FULBRIGHT

FOURTH AMENDMENT TO LARKSPUR DESIGN GUIDELINES

(A Master Planned Community in Williamson County, Texas)

Declarant: LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation

Cross Reference to the Larkspur Master Covenant, recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas; and the Larkspur Design Guidelines, recorded as Document No. 2017016732 in the Official Public Records of Williamson County, Texas, as amended by that certain First Amendment to Larkspur Design Guidelines, recorded as Document No. 2017071217 in the Official Public Records of Williamson County, Texas, that certain Second Amendment to Larkspur Design Guidelines, recorded as Document No. 2017085359 in the Official Public Records of Williamson County, Texas, and that certain Third Amendment to Larkspur Design Guidelines, recorded as Document No. 2017087251 in the Official Public Records of Williamson County, Texas.

FOURTH AMENDMENT TO LARKSPUR DESIGN GUIDELINES

This Fourth Amendment to Larkspur Design Guidelines (this “**Amendment**”) is made by **LARKSPUR COMMUNITY DEVELOPMENT, INC.**, a Texas corporation (“**Declarant**”), and is as follows:

RECITALS:

A. Pursuant to Section 6.4(b) of the Larkspur Master Covenant, recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas, (the “**Master Covenant**”), Declarant has adopted the Larkspur Design Guidelines, recorded under Document No. 2017016732, Official Public Records of Williamson County, Texas, as amended by that certain First Amendment to Larkspur Design Guidelines, recorded as Document No. 2017071217, Official Public Records of Williamson County, Texas, that certain Second Amendment to Larkspur Design Guidelines, recorded as Document No. 2017085359, Official Public Records of Williamson County, Texas, and that certain Third Amendment to Larkspur Design Guidelines, recorded as Document No. 2017087251, Official Public Records of Williamson County, Texas (collectively, the “**Design Guidelines**”).

B. Pursuant to Section 6.4(b) of the Master Covenant, the “Larkspur Reviewer”, established pursuant to Article 6 of the Master Covenant (the “**Larkspur Reviewer**”), has the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines.

C. Pursuant to Section 6.1 of the Master Covenant, the Larkspur Reviewer is the Declarant or its designee until expiration of the Development Period (as defined therein). The Development Period commenced on October 18, 2016, and has neither expired nor been terminated.

D. Declarant, as the Larkspur Reviewer, now desires to amend and modify the Design Guidelines as set forth herein.

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

1. Siding and Masonry. The Siding and Masonry table set forth in *Article VI, Section C* of the Design Guidelines, as previously amended, is hereby deleted in its entirety and replaced with the following table:

Home Type	Front	Sides	Rear	Street Facing Side/Rear
40s	50%	0%	0%	30%
Value 50s	50%	0%	0%	30%
Standard 50s	50%	0%	0%	50%
60s	50%	50%	0%	50%
70s	50%	50%	50%	50%

Additionally, *Article VI, Section C* of the Design Guidelines is hereby amended to provide that, in addition to meeting minimum masonry requirements imposed by the City of Liberty Hill, and notwithstanding the percentages set forth in the Siding and Masonry Table, if a building is to be constructed on a Lot such that the rear or either side of such building will face either Larkspur Park Blvd. or County Road 266, such building shall be constructed with 100% Masonry on all sides.

All other provisions of *Article VI, Section C* of the Design Guidelines shall remain the same.

2. **Square Footage.** The Square Footage Banding table as set forth in *Article VI, Section D* of the Design Guidelines, is hereby deleted in its entirety and replaced with the following table:

40' Lots – 1,200 SF – minimum square footage
 50' Lots – 1,300 SF – minimum square footage
 60' Lots – 2,100 SF – minimum square footage
 70' Lots – 2,600 SF – minimum square footage

All other provisions of *Article VI, Section D* of the Design Guidelines shall remain the same.

3. **Roofs and Chimneys.** The Accepted Roof Materials table as set forth in *Article VI, Section G* of the Design Guidelines, is hereby deleted in its entirety and replaced with the following table:

40' Lots – 25 year 3-tab weathered wood or equivalent
 50' Lots – 25 year 3-tab weathered wood or equivalent
 60' Lots – 30 year dimensional weathered wood or equivalent
 70' Lots – 30 year dimensional weathered wood or equivalent

All other provisions of *Article VI, Section G* of the Design Guidelines shall remain the same.

4. **Irrigation.** The Yard Requirements table as set forth in *Article VII, Section C* of the Design Guidelines, is hereby deleted in its entirety and replaced with the following table:

40' Lots – not required, but must be offered as an option
 50' Lots – not required, but must be offered as an option
 60' Lots – required in the front yard, the back yard must be offered as an option
 70' Lots – required for front, back and side yards

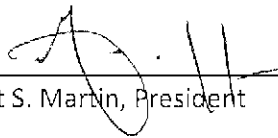
All other provision of *Article VII, Section C* of the Design Guidelines shall remain the same.

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

EXECUTED to be effective as of the date this Amendment has been recorded in the Official Public Records of Williamson County, Texas.

DECLARANT:

LARKSPUR COMMUNITY DEVELOPMENT, INC.,
a Texas limited liability company

By: 
Garrett S. Martin, President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19th day of MARCH, 2018, by Garrett S. Martin, President of Larkspur Community Development, Inc., a Texas corporation, on behalf of said corporation.



(seal)


Notary Public Signature

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2018027750

Pages: 5 Fee: \$33.00
04/03/2018 11:17 AM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

AFTER RECORDING RETURN TO:
JOSHUA D. BERNSTEIN, ESQ.
NORTON ROSE FULBRIGHT US LLP
98 SAN JACINTO BLVD, SUITE 1100
AUSTIN, TEXAS 78701

 **NORTON ROSE FULBRIGHT**

FIFTH AMENDMENT TO LARKSPUR DESIGN GUIDELINES

(A Master Planned Community in Williamson County, Texas)

Declarant: LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation

Cross Reference to the Larkspur Master Covenant, recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas; and the Larkspur Design Guidelines, recorded as Document No. 2017016732 in the Official Public Records of Williamson County, Texas, as amended by that certain First Amendment to Larkspur Design Guidelines, recorded as Document No. 2017071217 in the Official Public Records of Williamson County, Texas, that certain Second Amendment to Larkspur Design Guidelines, recorded as Document No. 2017085359 in the Official Public Records of Williamson County, Texas, that certain Third Amendment to Larkspur Design Guidelines, recorded as Document No. 2017087251 in the Official Public Records of Williamson County, Texas, and that certain Fourth Amendment to Larkspur Design Guidelines, recorded as Document No. 2018027750 in the Official Public Records of Williamson County, Texas.

FIFTH AMENDMENT TO LARKSPUR DESIGN GUIDELINES

This Fifth Amendment to Larkspur Design Guidelines (this “**Amendment**”) is made by **LARKSPUR COMMUNITY DEVELOPMENT, INC.**, a Texas corporation (“**Declarant**”), and is as follows:

RECITALS:

A. Pursuant to Section 6.4(b) of the Larkspur Master Covenant, recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas, (the “**Master Covenant**”), Declarant has adopted the Larkspur Design Guidelines, recorded under Document No. 2017016732, Official Public Records of Williamson County, Texas, as amended by that certain First Amendment to Larkspur Design Guidelines, recorded as Document No. 2017071217, Official Public Records of Williamson County, Texas, that certain Second Amendment to Larkspur Design Guidelines, recorded as Document No. 2017085359, Official Public Records of Williamson County, Texas, that certain Third Amendment to Larkspur Design Guidelines, recorded as Document No. 2017087251, Official Public Records of Williamson County, Texas, and that certain Fourth Amendment to Larkspur Design Guidelines, recorded as Document No. 2018027750, Official Public Records of Williamson County, Texas (collectively, the “**Design Guidelines**”).

B. Pursuant to Section 6.4(b) of the Master Covenant, the “**Larkspur Reviewer**”, established pursuant to Article 6 of the Master Covenant (the “**Larkspur Reviewer**”), has the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines.

C. Pursuant to Section 6.1 of the Master Covenant, the Larkspur Reviewer is the Declarant or its designee until expiration of the Development Period (as defined therein). The Development Period commenced on October 18, 2016, and has neither expired nor been terminated.

D. Declarant, as the Larkspur Reviewer, now desires to amend and modify the Design Guidelines as set forth herein.

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

1. **Fencing and Walls – Greenbelt Fencing.** The Fencing and Walls Greenbelt Fencing paragraph set forth in Article VII, Section F of the Design Guidelines is hereby deleted in its entirety and replaced with the following:

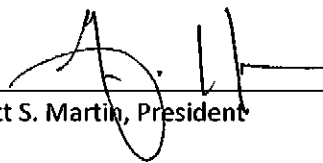
- **Greenbelt Fencing.** Unless otherwise approved in writing at the sole discretion of the Larkspur Reviewer, all lots backing up to a greenbelt must utilize either (i) powder coated steel or ornamental wrought iron fence (painted black), or (ii) wood fencing in accordance with these Design Guidelines, along the property line adjacent to the greenbelt and installed by Builder.

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

EXECUTED to be effective as of the date this Amendment has been recorded in the Official Public Records of Williamson County, Texas.

DECLARANT:

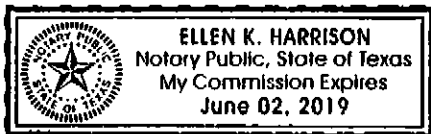
LARKSPUR COMMUNITY DEVELOPMENT, INC.,
a Texas limited liability company

By: 
Garrett S. Martin, President


THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14th day of September, 2018, by Garrett S. Martin, President of Larkspur Community Development, Inc., a Texas corporation, on behalf of said corporation.



(seal)


Notary Public Signature

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2018082603

Pages: 4 Fee: \$29.00
09/14/2018 02:57 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

AFTER RECORDING RETURN TO:

Joshua Bernstein, Esq.
NORTON ROSE FULBRIGHT US LLP
98 San Jacinto Blvd., Suite 1100
Austin, Texas 78701
Email: josh.bernstein@nortonrosefulbright.com



LARKSPUR

FIRST SUPPLEMENT TO POLICY MANUAL

Cross reference to Larkspur Master Covenant recorded under Document No. 2016098172, in the Official Public Records of Williamson County, Texas, as the same may be amended from time to time; and that certain Larkspur Policy Manual recorded under Document No. 2016098883, in the Official Public Records of Williamson County, Texas. In the event of a conflict between the terms and provisions of the Master Covenant or any policies adopted by the Board prior to the effective date of this instrument, the terms and provisions of this instrument shall control.

FIRST SUPPLEMENT TO POLICY MANUAL FOR LARKSPUR

This First Supplement to Policy Manual for Larkspur (this “**Supplement**”) is made by **LARKSPUR COMMUNITY DEVELOPMENT, INC., A TEXAS CORPORATION**, acting in its capacity as Declarant, for the benefit of **LARKSPUR MASTER COMMUNITY, INC.**, a Texas nonprofit corporation (the “**Association**”) and is as follows:

RECITALS:

- A. Declarant previously executed that certain Larkspur Master Covenant, recorded under Document No. 2016098172, in the Official Public Records of Williamson County, Texas, as may be amended from time to time (the “**Master Covenant**”).
- B. Declarant previously adopted that certain Larkspur Policy Manual, recorded under Document No. 2016098883, in the Official Public Records of Williamson County, Texas (the “**Policy Manual**”).
- C. Pursuant to *Section 3.2 (b)(vi)* of the Master Covenant, the Declarant, during the Development Period, may promulgate Rules regarding the use of Common Area and any Improvements thereon.
- D. The Development Period commenced on October 18, 2016 and is in full force and effect.

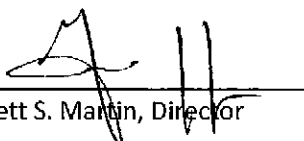
NOW, THEREFORE, Declarant now desires to supplement the Policy Manual with the Larkspur Pool Rules, attached hereto and incorporated herein as **Attachment 8**.

ADOPTED AND EXECUTED on the 12th day of APRIL, 2019 as acknowledged below:

DECLARANT:

LARKSPUR COMMUNITY DEVELOPMENT, INC.,
a Texas corporation

By:



 Garrett S. Martin, Director

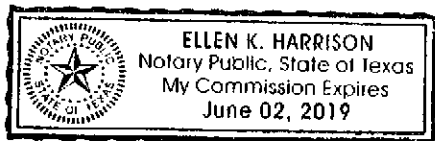
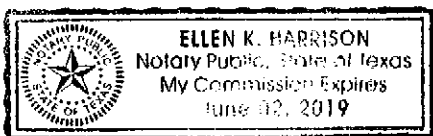
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 12th day of APRIL, 2019 by Garrett S. Martin, as Director of Larkspur Community Development, Inc., a Texas corporation, for and on behalf of said corporation.

(SEAL)


Notary Public Signature



ATTACHMENT 8**LARKSPUR MASTER COMMUNITY, INC.**
LARKSPUR POOL RULES

Capitalized terms used but not defined in these rules will have the meaning ascribed to such terms in that certain Larkspur Master Covenant recorded as Document No. 2016098172, in the Official Public Records of Williamson County, Texas, as amended from time to time (the "**Master Covenant**").

WARNING: NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK

PLEASE NOTE: A pool card-key will ONLY be activated for an Owner or Occupant in good standing with the Association. To be in good standing, an Owner or Occupant must meet the following requirements:

- 1) The Owner or the Owner of the Occupant's Residential Lot or Condominium Unit, as applicable, must be current on Assessments as outlined in the Assessment Collection Policy approved by the Board of the Association (the "**Board**"); and
- 2) The Owner or Occupant shall have executed a current application and agreement to use Association amenities and release of liability as attached hereto as Exhibit A ("**Agreement and Release**") and filed it with the manager of the Association (the "**Manager**").

A lost pool card-key will be replaced for a fee of Twenty-Five and No/100 Dollars (\$25.00), and the lost pool card-key will be deactivated.

IDENTIFICATION

- Any person who does not have sufficient swimming skills to swim independently must be accompanied by a person with such skills (a "**Guardian**"), and if a Guardian is necessary, Owners and Occupants must file with the Manager an authorization naming such Guardian.
- Owners, Occupants and their invited guest(s) and Guardian(s) must have a pool card-key with them to enter the pool area. The pool is **ONLY** for the use of Owners, Occupants and their invited guest(s) and/or Guardian(s). It is recommended that Owners and Occupants write their name on their pool card-key to eliminate confusion.
- All invited guests must be accompanied by the Owner or Occupant who completed and executed an Agreement and Release. Each Owner or Occupant may host a maximum of four (4) invited guests at the pool per day.

COMMUNITY REQUIREMENTS AND CONDUCT

1. Any person who does not have sufficient swimming skills to swim independently must be accompanied by a Guardian while in the pool area. While in the pool, the Guardian must remain within arm's reach of any person who does not have sufficient swimming skills to swim independently.
2. The pool gate(s) is to remain locked at all times. The pool can be accessed with a pool card-key, and under no circumstances should any pool gate(s) be propped open. The fence(s) and gate(s) that surround the pool area are for the protection of Owners, Occupants and their invited guest(s) and/or Guardian(s), and for the protection of the Property. **OWNERS AND OCCUPANTS SHALL NOT OPEN ANY POOL GATE(S) FOR ANYONE OTHER THAN THEIR FAMILY OR THEIR INVITED GUESTS AND/OR AUTHORIZED GUARDIAN(S).**

ALCOHOL, TOBACCO, FIREARMS, DRUGS OR GRILLS, EXCEPT FOR THE GRILL(S) INSTALLED AND MAINTAINED BY THE ASSOCIATION, SHALL NOT BE PERMITTED UNDER ANY CIRCUMSTANCES IN ANY FACILITIES OR SURROUNDING AREAS, INCLUDING BUT NOT LIMITED TO THE PLAYGROUND, PAVILION, GARDENS, BASKETBALL COURTS, AND LAWN AREA. ANYONE SEEN ENGAGING IN THE USE OF THESE PROHIBITED ITEMS WILL BE SUBJECT TO LOSS OF PRIVILEGES FOR A PERIOD OF TIME TO BE DETERMINED BY THE BOARD, AND OTHER LEGAL ACTION MAY BE TAKEN IN CONJUNCTION WITH THE LOCAL LAW ENFORCEMENT AGENCY.

GENERAL REQUIREMENTS AND CONDUCT

Any Owner, Occupant, and their invited guest(s) and/or Guardian(s) who are reported to be and/or found to be in violation of any of these pool rules will be reported to the Board and may be reported to the local law enforcement agency. The nature of the violation will be considered and action(s) toward resolution will be at the Board's discretion.

1. **USE OF ANY EQUIPMENT PROVIDED IN THE FACILITIES IS AT THE DISCRETION OF OWNERS, OCCUPANTS AND THEIR INVITED GUEST(S) AND/OR AUTHORIZED GUARDIAN(S). PLEASE USE CAUTION. SWIM AT YOUR OWN RISK.**
2. When and if lifeguards or monitors are on duty at the pool, they are the ultimate authority for enforcing these pool rules and safe behavior at the pool area. No person shall distract a lifeguard or monitor on duty **except in the case of an emergency.**
3. Each Owner, Occupant or Guardian can supervise no more than four (4) people at a time.
4. Any person who is unable to control his or her bodily functions must wear waterproof pants or swim trunks while in the pool. Disposable diapers are not allowed, and swimwear is required.

5. Proper swim attire is required. No "cut-offs" are allowed. All persons should respect all cultural differences by wearing family friendly attire.
6. Conduct by any person deemed to be dangerous, unreasonable, or offensive (including "horseplay") is not allowed and should be reported to the Manager. Any person disciplined repeatedly and/or for a serious infraction(s) will lose all pool privileges for a period of time to be determined by the Board.
7. Running, hopping, skipping, or speed walking within the pool area is prohibited.
8. Grills, pets, bicycles, skateboards, scooters or motorized cycles shall not be permitted within the fenced pool area in any circumstances, except for the grill(s) installed and maintained by the Association. Roller-skates and/or rollerblades may be carried into the pool area and stored with personal belongings but may not be worn within the fenced pool area.
9. Diving from the side of the pool is not permitted.
10. Climbing or sliding on any hand railing is not permitted.
11. No glass containers of any type are allowed in the pool area.
12. Food shall only be consumed in areas at least six feet (6') away from the pool. No chewing gum is allowed within the pool area.
13. All trash generated by any person in the fenced pool area must be placed in garbage containers or otherwise properly disposed of.
14. Swimmers are encouraged to shower before entering the pool. While protection from the harmful rays of the sun is encouraged, the use of oils and other heavy suntan lotions cause filter damage, and these lotions should be used sparingly.
15. Persons with open sores, wounds and bandages or communicable diseases are encouraged to refrain from swimming in the pool. OWNERS, OCCUPANTS AND THEIR INVITED GUEST(S), AUTHORIZED GUARDIAN(S) AND/OR CHILDREN SHALL NOT USE THE POOL IF THEY HAVE HAD DIARRHEA IN THE PREVIOUS TWO (2) WEEKS. **IF A FECAL ACCIDENT OCCURS: All swimmers must exit the pool immediately, and the pool will be closed for a minimum of two (2) hours** from the time the pool has been chemically treated. The pool will be cleaned, disinfected and tested, and proven to be free from contamination before the pool will be reopened. If an Owner or Occupant or their invited guest(s) is found to be responsible for a closure due to fecal matter, all costs to clean and reopen the pool may be assigned to that Owner or Occupant. Incidents should be reported to the Manager immediately.

16. Floatation devices are permitted as long as there are less than eight (8) people in the pool. All air-inflatable crafts used must be a maximum two-person carrier. Arm-floaties and toddler carriers and/or life preservers are permitted as necessary.
17. Any items lost will be the responsibility of the Owner, Occupant or their invited guest(s) and/or Guardian(s). If the loss is of great value, the Owner or Occupant should contact the Manager. All personal items found at the pool should be reported or turned in to the Manager.
18. Owners, Occupants and their invited guest(s) and/or Guardian(s) shall swim safely and treat others as they would like to be treated. Items are not to be thrown when others are nearby. Owners, Occupants and their invited guest(s) and/or Guardian(s) are responsible for the behavior of their children.
19. Swimmers in the water have the right of way. Swimmers entering the water must make certain that the area that they are entering is free of other swimmers.
20. In the event of inclement weather, swimmers are to clear the pool during the storm and for at least thirty (30) minutes after lightning and/or thunder has ceased. Persons may stay in the pool area during this time but are cautioned to stay a safe distance from the water.

LOSS OF POOL PRIVILEGES

Again, PLEASE NOTE: A pool card-key will ONLY be activated for an Owner or Occupant in good standing with the Association. To be in good standing, an Owner or Occupant must meet the following requirements:

- 1) The Owner or the Owner of the Occupant's Residential Lot or Condominium Unit, as applicable, must be current on Assessments as outlined in the Assessment Collection Policy approved by the Board; and
- 2) The Owner or Occupant shall have executed a current Agreement and Release and filed it with the Manager.

Any person using the pool after hours (see pool hours hereinafter set forth and/or posted at the pool) may lose all pool privileges for a period of time to be determined by the Board.

Any person committing acts of vandalism to the pool, pool house, equipment and/or remainder of the Property will lose all pool privileges for a period of time to be determined by the Board, and such person shall be held responsible for cleaning and/or repair of damaged items. In the event the person(s) is a minor, their parent(s) shall assume full responsibility for the minor's actions. The Board, in its sole discretion, may consider individual events and may contact the local law enforcement agency.

MISCELLANEOUS

Guest Policies

An Owner or Occupant must accompany their invited guest(s) at all times. Each Owner or Occupant may host a maximum of four (4) invited guests at the pool per day. If an Owner or Occupant desires to host more than four (4) guests per day, he or she shall make special arrangements with the Manager and shall execute a Recreational Use Agreement to secure the reservation. Persons who may have been involved in misconduct or vandalism to the pool area, or who violate these pool rules, may be asked to leave the Property in the Board's discretion. If the person(s) does not leave when instructed, the Owner, Occupant or Guardian should contact the police and then contact the Manager.

Restrooms

Owners, Occupants and their invited guest(s) and/or Guardian(s) should be mindful of others by cleaning up after themselves when using the restrooms. Any problems with the restrooms should be reported to the Manager.

Emergency Phone

The emergency phone has the capability of connecting to emergency services by dialing 911.

Pool Card-Key

A pool card-key will ONLY be activated for an Owner or Occupant in good standing with the Association, as outlined in these rules. A total of one (1) pool card-key will be issued per Condominium Unit or Residential Lot. A lost pool card-key will be replaced for a fee of Twenty-Five and No/100 Dollars (\$25.00), and the lost pool card-key will be deactivated. To obtain a pool card-key, an Owner or Occupant must complete and execute an Agreement and Release and send it to the Manager. Upon receipt of the executed Agreement and Release, and an Assessment account evaluation that the Owner (or the Occupant's Owner, as applicable) is in good standing, the pool card-key will be activated and mailed to the Owner. By executing the Agreement and Release, an Owner or Occupant agrees not to distribute the pool card-key to anyone other than his or her immediate family (or for an Owner, to his or her Occupant).

**ADDITIONAL RULES WHICH MAY BE POSTED
AT THE POOL WILL ALSO APPLY**

LARKSPUR POOL HOURS

WARNING: SWIM AT YOUR OWN RISK – No Lifeguard on Duty!

The pool is **CLOSED** on any day when chemicals are being adjusted.

The pool is **CLOSED** from 10:00 PM until 7:00 AM. **NO ENTRY IS PERMITTED DURING THESE HOURS.**

All Owners, Occupants and their invited guest(s) and/or Guardian(s) must vacate the pool area at 10:00 PM.

Schedule of operation

Open Swimming at the Pool (Access with pool card-key)			
May 1st through September 30th (weather permitting)	7:00 a.m. – 10:00 p.m.	Open to Owners, Occupants and their invited guest(s) and/or Guardian(s)	The pool is CLOSED on any day when chemicals are being adjusted

Annual pool opening and closing dates are determined by the Board and are subject to change.

EXHIBIT A

Agreement and Release

Larkspur Master Community, Inc. c/o Goodwin Management, Inc.
 11149 Research Blvd., Suite 100, Austin, TX 78759-5227 Phone: (512)502-7515

Application for Pool Access

Name (Please Print): _____ Owner? _____ Tenant? _____

Property Address: _____

Mailing Address: _____

Home Phone: _____ Cell: _____ Email: _____

CHARGE POLICY: *First pool fob = no charge. One additional fob or replacement fobs may be purchased for \$25.00. Limit of two fobs per household. Any charges will be billed to your HOA account.*

I am requesting a (indicate number of devices): **Pool Fob** _____

I already have an access device that needs to be activated. The device number is: _____

DELIVERY OPTION – Check One:

Please **MAIL** the device(s) to the following address: _____

I will **PICK UP** the device(s) at 11149 Research Blvd., Suite 100, Austin, TX 78759 between 8:30 am – 5:30 pm, Monday through Friday. The device will be placed in the pick-up basket located at the front desk.

List all occupants in household who will be using the pool:

1. _____ / / _____ (DOB)	4. _____ / / _____ (DOB)
2. _____ / / _____ (DOB)	5. _____ / / _____ (DOB)
3. _____ / / _____ (DOB)	6. _____ / / _____ (DOB)

I have read and agree to the terms and conditions described on the "Application/Agreement to Use Association Amenities and Release of Liability."

OWNER SIGNATURE (Required): _____ DATE: _____

TENANT SIGNATURE – IF APPLICABLE: _____ DATE: _____

(Note: Owner must sign all requests)

<p><u>Please return this form and the Application/Agreement to:</u></p> <p>Fax: (512)346-4873 Email: AmenityAccess@goodwintx.com Mail: 11149 Research Blvd., Suite 100 Austin, TX 78759-5227</p>	<p align="center"><u>Office Use Only:</u></p> <p>Account: _____ M / PU Date: _____ Tracker: _____ Gates _____ Device #: _____</p>
---	---

Application/Agreement to Use Association Amenities and Release of Liability
For Pool Access

Association:
(ALKS) Larkspur Master Community, Inc.

Applicant hereunder represents to be the property owner and by his/her signature below acknowledge and accept the terms and conditions contained herein. After Applicant has signed this Application and Agreement, Applicant should make a copy for his/her personal files. Should a copy of this agreement be required at a later time please contact Goodwin Management, Inc., (512) 502-7515 or email AmenityAccess@Goodwintx.com to request a copy.

In consideration of being provided access to any of the Association’s amenities including, but not limited to, swimming pools, basketball courts, tennis courts, volleyball areas, playscapes, play features, clubhouse, amenity center, bathhouse, boat docks, piers, parks, trails, greenbelts, parking areas, parking garages, etc.. Applicant hereby agrees that the use of such amenities is at the sole risk of Applicant, Applicant’s family, Applicant’s guests, Applicant’s tenants, Applicant’s invitees, or anyone for whom Applicant facilitates access to said amenities. Applicant acknowledges that amenities may be unsupervised (no lifeguard) and that accident, injury, or death may occur as a result of use.

Applicant hereby agrees to indemnify, defend, and hold harmless the Association, Goodwin Management, Inc., the Association’s agents, employees, and contractors, from and against any and all claims, demands, causes of action, and/or liabilities associated with the use of the Association’s amenities by Applicant, Applicant’s family, Applicant’s guests, Applicant’s tenants and their guests, Applicant’s invitees, or anyone for whom Applicant facilitates access to said amenities.

For purposes of this paragraph, the term “Applicant” shall be deemed to be Applicant, Applicant’s family, Applicant’s guests, Applicant’s tenants and their guests, Applicant’s invitees, and anyone for whom Applicant facilitates access to the amenities. Applicant agrees to abide by all published and/or posted rules and regulations associated with the amenities and to obey the instructions of any person or entity that may be present at such amenities for the purpose of monitoring or controlling amenity use on behalf of the Association. (For example, pool monitor instructions must be obeyed.) Applicant agrees to use amenities in a reasonable and typical manner during the time frames allowed by the Association, to not make excessive noise so as to disrupt or disturb others, and to limit guests to the number allowed by the Association’s rules/regulations as same may be determined from time to time. Unless additional rules/regulations are more restrictive, Applicant agrees that all parties and groups of more than 4 people require special permission from the Association. Applicant agrees to provide a copy of this Application and Agreement (including any attached additional rules/regulations) to any tenant of Applicant and to have tenant agree to abide by all provisions required of Applicant.

Pick Up: If you selected to pick up your access device (key, access card, access code, remote), you will receive a call or email when it is ready. We are located at 11149 Research #100, Austin, TX 78759 and are open 8:30 am until 5:30 pm.

Delivery by Mail: If we are mailing the access device, please allow 3-4 days for delivery.

IMPORTANT!!! Your account must be current in order for us to provide you an access device.

Access Device Charge Policy: *First pool fob = no charge. One additional fob or replacement fobs may be purchased for \$25.00. Limit of two fobs per household. Any charges will be billed to your HOA account.*

Payment for Access Devices: Any charges will be posted to your account based on “Charge Policy” above.

**AGREED AND ACCEPTED BY APPLICANT
BY SIGNATURE(S) ON PRECEDING ADDENDUM.**

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2019030922

Pages: 13 Fee: \$65.00
04/15/2019 09:55 AM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

AFTER RECORDING RETURN TO:
JOSHUA D. BERNSTEIN, ESQ.
NORTON ROSE FULBRIGHT US LLP
98 SAN JACINTO BLVD, SUITE 1100
AUSTIN, TEXAS 78701

 **NORTON ROSE FULBRIGHT**

SIXTH AMENDMENT TO LARKSPUR DESIGN GUIDELINES

(A Master Planned Community in Williamson County, Texas)

Declarant: LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation

Cross Reference to the Larkspur Master Covenant, recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas; and the Larkspur Design Guidelines, recorded as Document No. 2017016732 in the Official Public Records of Williamson County, Texas, as amended by that certain First Amendment to Larkspur Design Guidelines, recorded as Document No. 2017071217 in the Official Public Records of Williamson County, Texas, that certain Second Amendment to Larkspur Design Guidelines, recorded as Document No. 2017085359 in the Official Public Records of Williamson County, Texas, that certain Third Amendment to Larkspur Design Guidelines, recorded as Document No. 2017087251 in the Official Public Records of Williamson County, Texas, that certain Fourth Amendment to Larkspur Design Guidelines, recorded as Document No. 2018027750 in the Official Public Records of Williamson County, Texas, and that certain Fifth Amendment to Larkspur Design Guidelines, recorded as Document No. 2018082603 in the Official Public Records of Williamson County, Texas.

SIXTH AMENDMENT TO LARKSPUR DESIGN GUIDELINES

This Sixth Amendment to Larkspur Design Guidelines (this “**Amendment**”) is made by **LARKSPUR COMMUNITY DEVELOPMENT, INC.**, a Texas corporation (“**Declarant**”), and is as follows:

RECITALS:

A. Pursuant to Section 6.4(b) of the Larkspur Master Covenant, recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas, (the “**Master Covenant**”), Declarant has adopted the Larkspur Design Guidelines, recorded under Document No. 2017016732, Official Public Records of Williamson County, Texas, as amended by that certain First Amendment to Larkspur Design Guidelines, recorded as Document No. 2017071217, Official Public Records of Williamson County, Texas, that certain Second Amendment to Larkspur Design Guidelines, recorded as Document No. 2017085359, Official Public Records of Williamson County, Texas, that certain Third Amendment to Larkspur Design Guidelines, recorded as Document No. 2017087251, Official Public Records of Williamson County, Texas, and that certain Fourth Amendment to Larkspur Design Guidelines, recorded as Document No. 2018027750, Official Public Records of Williamson County, Texas, and that certain Fifth Amendment to Larkspur Design Guidelines, recorded as Document No. 2018082603, Official Public Records of Williamson County, Texas (collectively, the “**Design Guidelines**”).

B. Pursuant to Section 6.4(b) of the Master Covenant, the “Larkspur Reviewer”, established pursuant to Article 6 of the Master Covenant (the “**Larkspur Reviewer**”), has the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines.

C. Pursuant to Section 6.1 of the Master Covenant, the Larkspur Reviewer is the Declarant or its designee until expiration of the Development Period (as defined therein). The Development Period commenced on October 18, 2016, and has neither expired nor been terminated.

D. Declarant, as the Larkspur Reviewer, now desires to amend and modify the Design Guidelines as set forth herein.

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

1. Siding and Masonry. The Siding and Masonry table and requirements set forth in *Article VI, Section C* of the Design Guidelines, as previously amended, is hereby deleted in its entirety and replaced with the following:

Home Type	Front	Sides	Rear	Street Facing Side/Rear
40s	50%	0%	0%	30%
Value 50s	50%	0%	0%	30%
Standard 50s	50%	0%	0%	50%

60s	50%	0% (Phase 3B & Phase 8) 50% (All Other Phases)	0%	50%
70s	50%	50%	50%	50%

Additionally, *Article VI, Section C* of the Design Guidelines is hereby amended to provide that, in addition to meeting minimum masonry requirements imposed by the City of Liberty Hill, and notwithstanding the percentages set forth in the Siding and Masonry Table, if a building is to be constructed on a Lot such that the rear or either side of such building will face either Larkspur Park Blvd. or County Road 266, such building shall be constructed with 100% Masonry on the rear and both sides of the building. In such cases, to maintain the architectural character of the front elevation, decorative siding is allowed on the front of a building not facing either Larkspur Park Blvd. or County Road 266, and shall not exceed twenty percent (20%) of the front façade.

All other provisions of *Article VI, Section C* of the Design Guidelines shall remain the same.

2. **Landscape – Trees and Shrubs.** The Trees and Shrubs requirements set forth in *Article VII, Section A* of the Design Guidelines, is hereby deleted in its entirety and replaced with the following:

- **Trees and Shrubs.** Lot specific landscape requirements are set forth on Attachment 1A. In addition to the landscape requirements on Attachment 1A, shrubs are required along the exterior side of any street-facing fence on all corner Lots located in Phases 7A, 7B, and any future Phases 8 through 15.

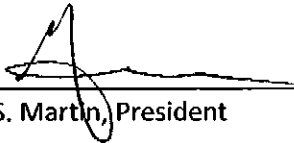
3. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Design Guidelines remain in full force and effect as written, and are hereby ratified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

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this Amendment has been recorded in the Official Public Records of Williamson County, Texas.

DECLARANT:

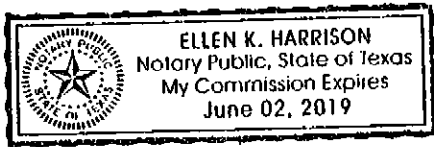
LARKSPUR COMMUNITY DEVELOPMENT, INC.,
a Texas limited liability company

By: 
Garrett S. Martin, President

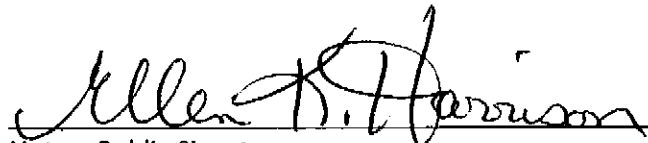
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 21ST day of MAY 2019, by Garrett S. Martin, President of Larkspur Community Development, Inc., a Texas corporation, on behalf of said corporation.



(seal)


Notary Public Signature

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2019044139

Pages: 5 Fee: \$33.00
05/21/2019 03:44 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



AFTER RECORDING RETURN TO:

**ROBERT D. BURTON, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM**

**DECLARANT REMOVAL AND APPOINTMENT OF
DIRECTORS**

LARKSPUR MASTER COMMUNITY, INC.

Williamson County, Texas

DECLARANT: LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation

Cross reference to that certain Larkspur Master Covenant, recorded as Document No.2016098172, in the Official Public Records of Williamson County, Texas, as amended from time to time.

LARKSPUR MASTER COMMUNITY, INC.
DECLARANT REMOVAL AND APPOINTMENT OF DIRECTORS

LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation, (the "Declarant") has caused to be recorded that certain Larkspur Master Covenant, recorded as Document No. 2016098172, in the Official Public Records of Williamson County, Texas, as amended from time to time (the "Covenant").

As of the date of this instrument, the Initial Member Election Meeting has occurred, and Morgan Helser has been elected by the Members of Larkspur Master Community, Inc., a Texas non-profit corporation, the association established pursuant to the Covenant (the "Association"), to serve on the Board. Pursuant *Section 3.3(a)* of the Covenant, Declarant is currently entitled to appoint and remove 2/3 of the directors of the Board of the Association.

Declarant hereby removes Garrett Martin and Adam MacLean from the Board of Directors of the Association and appoints the following named persons to serve as directors on the Board of Directors of the Association until their successor should be chosen or qualified in their stead, or until their earlier death, resignation, retirement, disqualification or removal from office:

Steve Walkup

David Bennett


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

[Signature Page Follows.]

EXECUTED TO BE EFFECTIVE as of the 25th day of August, 2021.

DECLARANT:

**LARKSPUR COMMUNITY
DEVELOPMENT, INC.**, a Texas
corporation

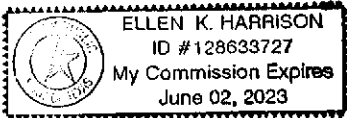
By: 
Printed Name: Garrett S. Martin
Title: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of AUGUST, 2021, by Garrett S. Martin, President of LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation on behalf of said corporation.


Notary Public, State of Texas

[seal]



**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

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Pages: 4 Fee: \$29.00

09/16/2021 08:37 AM

DLAM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

LARKSPUR
SECOND SUPPLEMENT TO POLICY MANUAL

SUPPLEMENTAL POLICIES AND RULES
ADOPTED PURSUANT TO THE 2021 LEGISLATIVE
SESSION

Cross-reference to (i) Larkspur Master Covenant recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas; and (ii) Larkspur Policy Manual, recorded as Document No. 2016098883, Official Public Records of Williamson County, Texas.

These policies and rules amend and supplement all previously adopted dedicatory instruments, governing documents, rules, and resolutions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Covenant.

**SUPPLEMENTAL POLICIES AND RULES
ADOPTED PURSUANT TO THE 2021 REGULAR TEXAS LEGISLATIVE SESSION
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INTRODUCTION

A.	COVENANT VIOLATION HEARING PROCEDURES *Supplements Fine and Enforcement Policy	TAB A
B.	BOARD OF DIRECTOR MEETING NOTICE REQUIREMENTS *Affects provisions of the Bylaws	TAB B
C.	POOL ENCLOSURES AND SECURITY MEASURES POLICY	TAB C
D.	ASSESSMENT COLLECTION – DELINQUENCY CURE DEADLINES *Supplements Assessment Collection Policy	TAB D
E.	RELIGIOUS DISPLAY POLICY	TAB E
F.	STATUTORY NOTICE OF POSTING & RECORDATION OF DOCUMENTS	TAB F

PLEASE NOTE THAT THESE POLICIES AND RULES ARE NOT ALL OF THE RESTRICTIONS, RULES, OR POLICIES FOR THE ASSOCIATION. THE ASSOCIATION HAS ADOPTED THE POLICIES AND PROCEDURES IN THIS DOCUMENT TO COMPLY WITH LEGISLATIVE CHANGES MADE DURING THE 2021 REGULAR SESSION OF THE TEXAS LEGISLATURE. IN THE EVENT THESE POLICIES AND RULES CONFLICT WITH A PREVIOUSLY RECORDED DEDICATORY INSTRUMENT, THESE POLICIES AND RULES SHALL CONTROL.

INTRODUCTION

This Second Supplement to the Policy Manual (this "**Supplement**") is made by LARKSPUR MASTER COMMUNITY, INC., a Texas non-profit corporation (the "**Association**"), and is as follows:

A. LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation, ("**Declarant**") is Declarant under that certain Larkspur Master Covenant recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas, as amended from time to time (the "**Covenant**") and that certain Larkspur Policy Manual, recorded as Document No. 2016098883, Official Public Records of Williamson County, Texas, as amended from time to time (the "**Policy Manual**").

B. Pursuant to *Article 1* of the Covenant, a Majority of the Board of Directors (the "**Board**") of the Association may amend or supplement the Policy Manual during the Development Period (as defined in the Covenant) provided that Declarant approves such amendment or supplement in advance and in writing. The Development Period has not yet expired, and by its execution hereof, Declarant hereby approves this Supplement.

C. The Board has approved this Supplement the Policy Manual and hereby adopts the polices, Rules and Regulations attached hereto. This Supplement may be amended by a Majority of the Board.

D. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Covenant and the Policy Manual.

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

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Supplement on the 20th day of October, 2021.

ASSOCIATION:

LARKSPUR MASTER COMMUNITY, INC.
a Texas non-profit corporation

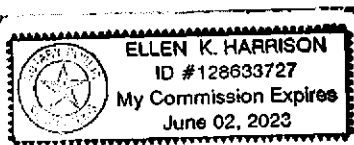
By: Steve Walkup
Printed Name: Steve Walkup
Title: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of October, 2021, by Steve Walkup, President of LARKSPUR MASTER COMMUNITY, INC., a Texas non-profit corporation, on behalf of said corporation.


Ellen K. Harrison
Notary Public, State of Texas

[seal]



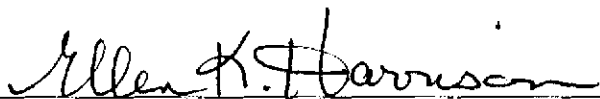
ACKNOWLEDGED AND APPROVED BY DECLARANT:

LARKSPUR COMMUNITY DEVELOPMENT, INC.,
a Texas corporation

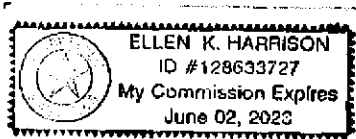
By: 
Garrett S. Martin, Resident

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 21ST day of OCTOBER, 2021, by Garrett S. Martin, President of LARKSPUR COMMUNITY DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.


Notary Public, State of Texas

[seal]



TAB A
COVENANT VIOLATION HEARING POLICY
LARKSPUR MASTER COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meanings ascribed to such terms in that certain Larkspur Master Covenant recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas (the "Covenant").

Background. Section 209.007 of the Property Code has been amended to require the Association to produce information and documentation it intends to introduce at any covenant or rule violation hearing.

1. **Applicability.** This policy only applies to restrictive covenant violation hearings only.
2. **Hearing.** If an Owner receives a covenant or rule violation notice from the Association and the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request for a hearing before the Board to discuss and verify facts and resolve the matter in issue.
3. **Written Request Required.** The written request for a hearing must be submitted to the Board before the 30th day after the date the violation notice was mailed to the Owner.
4. **Hearing Scheduling.** The Board shall hold a hearing not later than the 30th day after the date it receives the Owner's request for a hearing. The Board or the Owner may request a postponement, and if it is the first request, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by the agreement of the parties.
5. **Hearing Notice.** At least ten (10) days before the hearing, the Board shall notify the Owner of the date, time, and place of the hearing and provide all documents, photographs, and communications the Board intends to introduce at the hearing. If the Board fails to provide the packet at least ten (10) days before the hearing, the Owner is entitled to an automatic fifteen (15) day postponement.
6. **Hearing Procedure.** During the hearing, a member of the Board, or the Board's designated representative, shall first present the Association's case against the Owner. Next, the Owner, or the Owner's designated representative, shall be entitled to present the Owner's information and issues relevant to the appeal or dispute. The procedure for the hearing is described in Exhibit A, attached hereto.
7. **Audio Recording Permitted.** The Owner or the Board may make an audio recording of the meeting. Disclosure of any intent to record shall be made before the hearing begins.

EXHIBIT A
PROCEDURE FOR THE HEARING BEFORE THE BOARD

I. Introduction

Association Rep: The Board of Directors has convened to conduct a hearing at the written request of an owner.

This hearing is being conducted as required by Section 209.007 of the Texas Property Code, and is an opportunity for the Association and the owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

II. Presentation of Facts

Association Rep: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, the owner or any representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

III. Discussion

Association Rep: This portion of the hearing is to permit the Board and the owner to discuss matters relevant to the violation.

IV. Resolution

Association Rep: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. Adjournment

Association Rep: At this time the hearing is adjourned.

TAB B
BOARD MEETING NOTICE REQUIREMENTS
LARKSPUR MASTER COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meanings ascribed to such terms in that certain Larkspur Master Covenant recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas (the "Covenant").

Background. Section 209.0051 of the Property Code has been amended to extend the notice period for regular meetings of the Board of Directors and to eliminate the ability of the Board to approve the Association's annual budget without an open Board meeting.

1. **Board Meetings.** The term "Board meeting" means a deliberation between a quorum of the Association's Directors during which the Association's business is considered, and the Board takes formal action.
2. **Board Meeting Notice Content Requirements.** 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.
3. **Regular Board Meeting Notice Deadline.** If sent by mail, notice must be mailed to each owner between 10 and 60 days before the meeting. If posted/e-mailed, notice must be provided at least 144 hours before the start of the meeting.
4. **Special Board Meeting Notice Deadline.** If sent by mail, notice must be mailed to each owner between 10 and 60 days before the meeting. If posted/e-mailed, notice must be provided at least 72 hours before the start of the meeting.
5. **Notice Posting/Email Requirements.** Posted/e-mailed notice shall be provided by: (a) posting the notice in a conspicuous manner reasonably designed to provide notice to Association's members in a place located on the Association's common property or any internet website available to the Association's members that is maintained by the Association or by a management company on behalf of the Association **and**; (b) by sending the notice by e-mail to each owner who has registered an e-mail address with the Association.
6. **Extended Notice Requirements.** If the Association's rules require a longer notice period for a Board meeting, the longer notice requirement will apply.
7. **Action Taken Outside of an Open Meeting.** A Board may take action outside of a meeting, including voting by electronic and telephonic means, without prior notice to owners if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote. Any action taken without notice to owners 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.

8. **Open Board Meetings Required for Certain Matters.** After the Development Period ends, the Board may not, unless done in an open meeting for which prior notice was given to owners, consider or vote on: (a) fines; (b) damage assessments; (c) initiation of foreclosure actions; (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control approval; (h) a suspension of a right of a particular owner before the owner has an opportunity to attend a Board meeting to present the owner's position, including any defense, on the issue; (i) lending or borrowing money; (j) the adoption or amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget; (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.

During the Development Period, the Board may not, unless done in an open meeting for which prior notice was given to owners, consider or vote on: (a) adopting or amending the governing documents, including Covenants, bylaws, rules, and regulations; (b) increasing the amount of regular assessments or adopting or increasing a special assessment; (c) electing non-developer board members or establishing a process by which those members are elected; or (d) changing the voting rights of members.

9. **Amendment.** This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

TAB C
POOL FENCING AND SECURITY DEVICES/FENCES
LARKSPUR MASTER COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meanings ascribed to such terms in that certain Larkspur Master Covenant recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas (the "Covenant").

1. **Approval Required.** All improvements, including the installation of pool fencing, security measures, and security fencing, must be submitted for approval in accordance with *Article VI* of the Covenant. Written approval must be furnished to the Owner before installation or construction may commence.
2. **Swimming Pool Enclosures.** The term "swimming pool enclosure" means a fence surrounding a water feature, including a swimming pool or spa, consisting of transparent mesh or clear panels set in metal frames, is not more than six feet in height and is designed not to be climbable. An Owner must submit any request to install a swimming pool enclosure in accordance with *Article VI* of the Covenant for approval. The party exercising architectural control authority pursuant to *Article VI* of the Covenant will apply its architectural requirements to the request; however, the Association may not deny an Owner's request to install a swimming pool enclosure if the swimming pool enclosure conforms to Applicable Law or local safety requirements and the swimming pool enclosure is black in color and consists of transparent mesh set in metal frames.
3. **Security Measures.** To the extent an Owner is authorized by law to build or install security measures, including, but not limited to, a security camera, motion detector, or security/perimeter fencing, the Owner must still submit a request for architectural approval in accordance with *Article VI* of the Covenant for the construction or installation of the improvements. Front yard fencing is discouraged. However, if an Owner wishes to install security fencing in the front yard, the fencing must consist of ornamental wrought iron or metal fencing (painted black) with the following general specifications: Pickets ¾" square; Rails 1 ½" square; Standard Posts 2 ½" square; Picket Spacing between 3" and 4"; Post Spacing 8' OC; Height between 48" and 60". Slats, planks, or other solid material may not be installed on metal fencing.
4. **Amendment.** This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

TAB D
DELINQUENT ASSESSMENT NOTICE REQUIREMENTS
[SUPPLEMENT TO THE ASSOCIATION'S COLLECTION POLICY]
LARKSPUR MASTER COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meanings ascribed to such terms in that certain Larkspur Master Covenant recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas (the "Covenant").

Background. Sections 209.006, 209.0063, and 209.0064 of the Property Code have been amended to require an Association to afford an owner a minimum period of 45 days to cure the delinquency and impose additional restrictions on the Association's ability to report the delinquency to a credit reporting service. In particular, this Delinquent Assessment Notice Requirements Policy *supplements* the Association's existing assessment collection policies and procedures to (a) extend the cure opportunity to 45 days; (b) to require notice and an opportunity to cure in the event the Association decides to notify any credit reporting service of the owner's delinquency; and (c) to incorporate the new requirement that certain fees or charges be "reasonable."

1. **45-Day Deadline to Cure.** For any delinquency, before the Association may hold an Owner liable for the fees of a collection agent or report any delinquency of an Owner to a credit reporting service, the Association or its agent must give written notice to the Owner by certified mail. The notice shall specify each delinquent amount and the total amount of the payment required to make the account current. The notice must also describe the options the Owner has to avoid having the account turned over to a collection agent, including information regarding the availability of a payment plan through the Association, and the notice must provide the Owner with a period of at least 45 days for the Owner to cure the delinquency before further collection action is taken.
2. **Credit Reporting.** If the Association reports any delinquency, including delinquent fines, fees, or assessments, to a credit reporting service, the Association must first send the owner, via certified mail, hand delivery, or electronic delivery, a notice that includes:
 - (a) a detailed report of all delinquent charges owed; and
 - (b) information about the opportunity to enter into a payment plan.

Notice of the intent to report the delinquency may be combined with the 45-day notice set forth in *Paragraph 2* above. The Association or its 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. In addition to the foregoing requirements, the notice must be sent at least 30 business days before the report is made. No fee may be charged back to the Owner for the cost of the actual reporting of the delinquency to the credit reporting service.

3. **Application of Payments.** Any payment made by an Owner who is not in default under a payment plan shall be applied to Owner's debt in the following order of priority:

- (a) any delinquent assessment;
- (b) any current assessment;
- (c) any reasonable attorney's fees or reasonable third-party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- (d) any reasonable attorney's fees incurred by the Association that are not subject to the preceding provision (Paragraph 3(c));
- (e) any reasonable fines assessed by the Association; and
- (f) 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, then 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.

4. **Amendment.** This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

TAB E
RELIGIOUS DISPLAY POLICY
LARKSPUR MASTER COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meanings ascribed to such terms in that certain Larkspur Master Covenant recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas (the "Covenant").

1. **Display of Religious Items.** Section 202.018 of the Texas Property Code provides certain rights for an owner or resident to display or affix one or more religious items on the owner's or resident's property. The display of which is motivated by the owner's or resident's sincere religious belief.
2. **Content Prohibitions.** No religious item may be displayed that: (a) threatens the public health or safety; (b) violates a law other than a law prohibiting the display of religious speech; or (c) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.
3. **Location Restrictions.** No religious item may be displayed that: (a) is installed on property owned or maintained by the Association; (b) installed on property owned in common by members of the Association; (c) violates any applicable building line, right-of-way, setback, or easement; or (d) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
4. **Removal.** The Association may cause to be removed any item which is in violation of the terms and provisions of this policy.
5. **Conflicts.** To the extent that any provision of the Association's recorded covenants restrict or prohibit an owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions, and the provisions of this policy shall control.
6. **Amendment.** This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

TAB F
STATUTORY NOTICE OF POSTING AND RECORDATION OF
ASSOCIATION GOVERNING DOCUMENTS
LARKSPUR MASTER COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meanings ascribed to such terms in that certain Larkspur Master Covenant recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas (the "Covenant").

1. **Association Information – Web Access.** The Association shall make current versions of the Association's dedicatory instruments available to the Association's members via the internet. As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the Covenant or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' Association; (b) properly adopted rules and regulations of the property owners' Association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The Association shall file the dedicatory instruments in the real property records of each county in which the property to which the documents relate is located.

2. **Management Certificate.** The Association will maintain and update, as needed, a Management Certificate, in the form attached hereto as **Exhibit A**, that contains: (a) the name of the subdivision; (b) the name of the Association; (c) the recording data for the subdivision; (d) the recording data for the Covenant, any Development Area Declaration and any amendments thereto; (e) the name and mailing address of the Association; (f) the name, and mailing address, telephone number, and e-mail address of the person managing the Association or the Association's designated representative; (g) the website address where the Association's dedicatory instruments are available; (h) the amount and description of fees charged by the Association relating to a property transfer in the subdivision; and (i) any other information the Association considers appropriate. The Management Certificate must be signed and acknowledged by an officer or the managing agent of the Association. An amended Management Certificate must be recorded not later than the 30th day after the date the Association has notice of a change in any information in the recorded certificate. Not later than the seventh day after the date a Management Certificate or amendment is recorded, the document will also be electronically filed with the Texas Real Estate Commission.

EXHIBIT A

MANAGEMENT CERTIFICATE

The undersigned, being an officer of the Association, and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

- 1. The name of the subdivision: _____.
- 2. The name of the Association: _____.
- 3. The recording data for the subdivision: _____.
- 4. The name and mailing address of the Association: _____.
- 5. The name, mailing address, telephone number, and email address of the manager of the Association:

Name: _____
 Mailing Address: _____
 Telephone Number: _____
 Email Address: _____

- 6. Website for Dedicatory Instruments: _____
- 7. The amount and description of a fee or fees charged by the Association relating to a property transfer in the subdivision: _____

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

By: _____

NOTARY INFORMATION:

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2022024713

Pages: 16 Fee: \$82.00

02/25/2022 03:35 PM

MBARRICK



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
RBURTON@WINSTEAD.COM



LARKSPUR
FIFTH SUPPLEMENT TO POLICY MANUAL

AMENDED AND RESTATED POLICIES
ADOPTED PURSUANT TO THE 2023 LEGISLATIVE
SESSION

Williamson County, Texas

Cross-reference to (i) Larkspur Master Covenant, recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas (as amended or supplemented, the "Covenant"); and (ii) Larkspur Policy Manual, recorded as Document No. 2016098883, Official Public Records of Williamson County, Texas. These policies and rules amend and supplement all previously adopted dedicatory instruments, governing documents, rules, and resolutions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Covenant.

LARKSPUR MASTER COMMUNITY, INC.

SUPPLEMENTAL POLICIES

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1.	AMENDED AND RESTATED FINE & ENFORCEMENT POLICY	TAB A
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3.	CORPORATE TRANSPARENCY ACT COMPLIANCE POLICY	TAB C

PLEASE NOTE THAT THESE POLICIES AND RULES ARE NOT ALL OF THE RESTRICTIONS, RULES, OR POLICIES FOR THE ASSOCIATION. THE ASSOCIATION HAS AMENDED THE POLICIES AND PROCEDURES IN THIS DOCUMENT TO COMPLY WITH LEGISLATIVE CHANGES MADE DURING THE 2023 REGULAR SESSION OF THE TEXAS LEGISLATURE. IN THE EVENT THESE POLICIES AND RULES CONFLICT WITH A PREVIOUSLY RECORDED DEDICATORY INSTRUMENT, THESE POLICIES AND RULES SHALL CONTROL.

INTRODUCTION

This Fifth Supplement to the Policy Manual (this "**Supplement**") is made by **LARKSPUR COMMUNITY DEVELOPMENT, INC.**, a Texas corporation, ("**Declarant**") and is as follows:

A. Declarant is the Declarant under that Larkspur Master Covenant, recorded as Document No. 2016098172, Official Public Records of Williamson County, Texas as amended from time to time (the "**Covenant**") and that certain Larkspur Policy Manual, recorded as Document No. 2016098883, Official Public Records of Williamson County, Texas as amended from time to time (the "**Policy Manual**").

B. Pursuant to *Article 1* of the Covenant, Declarant reserved the right to amend or supplement the Policy Manual during the Development Period (as defined in the Covenant). The Development Period has not yet expired.

C. Declarant now desires to amend the Policy Manual with the polices attached hereto. This Supplement may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

D. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Covenant and the Policy Manual.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Supplement on the 6th
day of MAY, 2024.

DECLARANT:

LARKSPUR COMMUNITY DEVELOPMENT, INC., a
Texas corporation

By: *Terry LaGrone*

Printed Name: Terry LaGrone

Title: Authorized Signatory

THE STATE OF TEXAS §

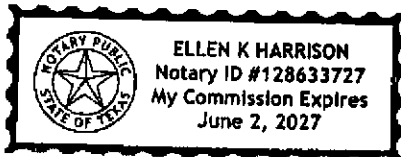
§

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 6th day of MAY, 2024, by
Terry LaGrone, the Authorized Signatory of Larkspur Community Development, Inc., a Texas
corporation, on behalf of said corporation and corporation.

(SEAL)

Ellen K. Harrison
Notary Public Signature



TAB A

LARKSPUR MASTER COMMUNITY, INC.

AMENDED AND RESTATED FINE & ENFORCEMENT POLICY

1. Background. Larkspur is subject to that certain Larkspur Master Covenant, recorded in the Official Public Records of Williamson County, Texas, as the same may be amended from time to time (the "Covenant"). In accordance with the Covenant, Larkspur Master Community, Inc., a Texas nonprofit corporation (the "Association") was created to administer the terms and provisions of the Covenant. Unless the Covenant or Applicable Law expressly provides otherwise, the Association acts through a Majority of its board of directors (the "Board"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Certificate, Bylaws, Policy Manual, Design Guidelines (if adopted), any applicable Development Declaration, any applicable Notice of Applicability, and any Rules and Regulations promulgated by the Association pursuant to the Covenant, as adopted and amended from time to time (collectively, the "Documents"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Covenant and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

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 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 meanings ascribed to such terms in the Restrictions.

2. Policy. The Association uses fines to discourage violations of the Restrictions, 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 Restrictions. 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 Restrictions 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 Restrictions. If the Association allows fines to accumulate,

TAB A
FIFTH SUPPLEMENT TO POLICY MANUAL
LARKSPUR

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, 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 (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 Restrictions, 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 Restrictions, 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 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 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. Not later than ten (10) days before the Board holds a hearing under this Section, the Board shall provide notice to the Owner of the date, time and place of the hearing and shall provide a packet containing all documents, photographs, and communications relating to the matters the Board intends to introduce at the hearing. If the Board does not provide a packet within the ten (10) day time period described above, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing. During the hearing, the Board or a representative of the Board shall first present the Board's case against the Owner. 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 Covenant and all costs of collection, including attorneys' fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.1(b)* of the 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 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 Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with Applicable Law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES:

<p>New Violation:</p> <p>Notice of Violation</p>	<p>General Violation Categories</p> <ul style="list-style-type: none"> • <i>Unightly Conditions on a Lot</i> • <i>Unauthorized Construction or Modification of Improvements</i> • <i>Landscape Violations (mowing, etc.)</i> • <i>Trash Container Violations</i> • <i>Failure to Maintain Dwelling (Exterior) or Fencing</i> • <i>Other Violations</i> 	<p>Fine Amount:</p> <p>\$25.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)</p>
<p>Repeat Violation (No Right to Cure or Uncurable Violation):</p>		<p>Fine Amount:</p> <p>1st Notice \$50.00</p> <p>2nd Notice \$75.00</p> <p>3rd Notice \$100.00</p> <p>4th Notice \$125.00</p>

Continuous Violation:		Amount TBD
Continuous Violation Notice		

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

EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the Association's representative (the "Association Representative"). The Association Representative will provide introductory remarks and administer the hearing agenda.

I. Introduction

Association Representative: The Board of Directors has convened to conduct a hearing at the written request of an Owner.

This hearing is being conducted as required by Section 209.007 of the Texas Property Code, and is an opportunity for the Association and the Owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

II. Presentation of Facts

Association Representative: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, the Owner or any representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

III. Discussion

Association Representative: This portion of the hearing is to permit the Board and the Owner to discuss matters relevant to the violation.

IV. Resolution

Association Representative: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. Adjournment

Association Representative: At this time the hearing is adjourned.

TAB B**LARKSPUR MASTER COMMUNITY, INC.****AMENDED AND RESTATED ASSESSMENT COLLECTION POLICY**

Larkspur is a community (the “Community”) created by and subject to the Larkspur Master Covenant, recorded in the Official Public Records of Williamson County, Texas, and any amendments or supplements thereto (the “Covenant”). The operation of the Community is vested in Larkspur 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 Covenant, Certificate, Bylaws, Policy Manual, and any Rules and Regulations promulgated by the Association pursuant to the Covenant, as adopted and amended from time to time (collectively, the “Restrictions”), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Covenant.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions. Terms used in this policy, but not defined, shall have the meanings ascribed to such terms in the Restrictions.

SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.
- 1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of \$25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorneys’ 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.

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LARKSPUR

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 reasonable attorneys' fees
(2) Current Assessments	(5) Reasonable fines
(3) Reasonable attorneys' fees and costs associated solely with delinquent Assessments or any other charge that could provide the basis for foreclosure	(6) Any other reasonable amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of twelve (12) 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, but such term shall not be longer than eighteen (18) months. 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

TAB B
FIFTH SUPPLEMENT TO POLICY MANUAL
LARKSPUR

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, certified mail, long distance calls, filing fees, and other reasonable costs and attorneys' 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 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 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. In that event, at least thirty (30) business days prior to reporting to a credit bureau, a copy of the notice shall be sent via certified mail, hand delivery or electronic delivery to the defaulting Owner, which shall include a detailed report of all delinquent charges owed and information regarding any payment plan opportunities offered to the defaulting Owner. The Association shall not report to a credit report service any delinquent charges, fines, or fees that are the subject of a pending dispute between the defaulting Owner and the Association. The defaulting Owner will not be liable for any costs or fees associated with any actual reporting of any delinquency to the credit reporting services.
- 5-G. Collection by Attorney. If Owner's account remains delinquent for a period of sixty (60) days or more, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. The Association's attorney will ensure the following notices are provided, or have been provided, in accordance with Applicable Law:
- (1) Notice of Delinquency: Preparation of written notice of delinquency. If the account is not paid in full by the deadline set forth in the notice letter, then
 - (2) Second Notice: Preparation of the second written notice of delinquency. If the account is not paid in full by the deadline set forth in the notice letter, then
 - (3) Lien Notice: Preparation of the Lien Notice Letter and recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full by the deadline set forth in the notice letter, then
 - (4) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and any notice required to be sent to any holder of a lien of record on the property whose lien is evidenced by a deed of trust and is inferior or subordinate to the Association's lien. If the account is not paid in full by the deadline set forth in the notice letter, then
 - (5) 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 such Owner's tenant, whose account with the Association is delinquent for at least forty-five (45) days.

NOTE: Texas law requires that at least two (2) notices precede the recording of any lien. For accounts that become delinquent on or after September 1, 2023, a lien may only be recorded after notice of the delinquency has been sent: (1) to the Owner by email using an email address the Owner has provided to the Association **or, alternatively** by first-class mail (the first-class mail requirement may be satisfied by a letter sent by USPS certified mail) sent to the Owner's last known mailing address, as reflected in the records maintained by the Association; **and also** (2) to the Owner, by certified mail, return receipt requested, directed to the Owner's last known mailing address, as reflected in the records maintained by the Association. The certified letter must be 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 only to the extent Applicable Law continues to require such notices before a lien may be recorded.

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 limit the rights of the Association to collect Assessments under the Restrictions and Applicable Law.
- 6-C. Limitations of Interest. The Association, and its officers, directors, Managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum 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 the Assessments are paid in full.
- 6-D. Notices. Unless the Restrictions, Applicable Law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Resident is deemed notice to all Residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

TAB C

LARKSPUR MASTER COMMUNITY, INC.
CORPORATE TRANSPARENCY ACT COMPLIANCE POLICY

Larkspur is a community (the “Community”) created by and subject to the Larkspur Master Covenant, Recorded in the Official Public Records of Williamson County, Texas, and any amendments or supplements thereto (the “Covenant”). The operation of the Community is vested in Larkspur 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 Covenant, Certificate, Bylaws, Policy Manual, Design Guidelines (if adopted), any applicable Development Declaration, any applicable Notice of Applicability, and any Rules and Regulations promulgated by the Association pursuant to the Covenant, as adopted and amended from time to time (collectively, the “Documents”), including the obligation to ensure the Association complies with all legal reporting obligations.

The Board hereby adopts this Corporate Transparency Act Compliance Policy (“Policy”) to establish procedures for compliance with the Corporate Transparency Act (the “CTA”). This Policy and the terms set forth herein shall serve as supplemental provisions of the Association’s Bylaws and the Policy shall apply for so long as the Association is required to comply with the reporting obligations of the CTA, as described further herein. Terms used in this Policy, but not defined, shall have the meanings ascribed to such terms in the Documents.

1. Background:

The CTA is a federal statute that became effective on January 1, 2024. The CTA requires entities to report information about governing persons to the U.S. Department of the Treasury’s Financial Crimes Enforcement Network (“FinCEN”). The information reported to FinCEN is intended to assist law enforcement in combating money laundering, tax fraud, terrorist financing, and other unlawful activities.

2. Overview of CTA Compliance Requirements:

The CTA requires any non-exempt entity to provide information about the entity’s beneficial owners. The term “beneficial owner” includes any individual who exercises substantial control over the reporting entity, to include Directors and Officers. A beneficial owner report must include the person’s full legal name, date of birth, and address, as well as supporting documentation (a scan or image of a person’s driver’s license or passport).

3. Director and Officer Reports:

Upon election or appointment to the Association’s Board or election or appointment as an officer of the Association, the person so elected or appointed must elect to register directly with FinCEN and provide the assigned ID number to the Association or provide the required information to the Association. The options are described below:

TAB C
 FIFTH SUPPLEMENT TO POLICY MANUAL
 LARKSPUR

- (A) **Obtain and Provide a FinCEN ID.** In lieu of providing the required beneficial owner information to the Association, a beneficial owner may, instead, provide the information directly to FinCEN and obtain a unique number known as a FinCEN identifier (“**FinCEN ID**”) that would then be provided to the Association’s Manager or, if no Manager has been appointed, to the Association’s Board; or
- (B) **Provide all Necessary CTA Reporting Information.** Provide his or her name, date of birth, and address, as well as supporting documentation (a scan or image of the person’s state-issued driver’s license or United States passport) (the “**CTA Information**”) to the Association’s Manager or, if no Manager has been appointed, to the Association’s Board.

A FinCEN ID or, alternatively, CTA Information, must be provided on or before the twentieth (20th) day after such person’s election or appointment.

4. **Removal for Noncompliance:**

Any person who fails to provide a FinCEN ID or CTA Information by the deadline provided herein is, as of the deadline, immediately ineligible to serve on the Board of the Association or as an officer of the Association, and automatically considered removed from the Board and/or the appointed officer position.

5. **Reinstatement:**

If the removed director/officer provides the CTA Information on or before the fifteenth (15th) day after the deadline provided in Section 4 above, the person will automatically be reinstated to the position from which he or she was removed. Following removal and after the reinstatement period expires, if there has been no reinstatement, the remaining directors shall choose a successor who shall fill the unexpired term of the vacant directorship or officer position at a special meeting of the Board duly called for such purpose.

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Pages: 18 Fee: \$89.00

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Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

MANAGEMENT CERTIFICATE

In compliance with the provisions of Section 209.004 of the Texas Property Code, the undersigned entity gives notice that it is managing the herein described Association:

1. **Name of the Subdivision:** Larkspur

2. **Name of the Association:** Larkspur Master Community, Inc.

3. **Recording data for the Subdivision:**

Caughfield Phase 1, according to the plats recorded in documents 2017009102 & 2017015639,
Caughfield Phase 2, according to the plats recorded in documents 2017094425 & 2018040594,
Caughfield Phase 3A, according to the plat recorded in document 2019000071,
Caughfield Phase 3B, according to the plat recorded in document 2018051239,
Caughfield Phase 4, according to the plat recorded in document 2018075386,
Caughfield Phase 5, according to the plat recorded in document 2019093351,
Caughfield Phase 6, according to the plat recorded in document 2018091473,
Caughfield, Phase 7B, according to the plat recorded in document 2019064195,
Caughfield Phase 8, according to the plat recorded in document 2019064445,
Caughfield Phase 9, according to the plat recorded in document 2019119008,
Caughfield Phase 10, according to the plat recorded in document 2020111431,
Caughfield Phase 11, according to the plat recorded in document 2021038231,
Caughfield Phase 12, according to the plat recorded in document 2021146386,
Caughfield Phase 13, according to the plat recorded in document 2021147941,
Official Public Records of Williamson County, Texas.

4. **Recording data for the Declaration and Declaration amendments:**

The recording data for the Covenant and any amendments and supplements thereto, are particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

5. **Name and mailing address of the Association:** Larkspur Master Community, Inc., c/o Goodwin & Company, PO Box 203310, Austin, TX 78720

6. **Name, mailing address, phone number & email for designated representative:**

Goodwin & Company
PO Box 203310, Austin, TX
855.289.6007
Info@goodwintx.com

7. **Website address where all dedicatory instruments can be found:**

<https://alks.sites.townsq.io/0> or www.goodwintx.com, use the "find my community" search bar to locate the community webpage

8. **Fees charged by Association related to a property transfer:**

Working Capital: \$350
Resale Certificate: \$375
Resale Certificate Update: \$75
Rush Fees to expedite Resale Certificate delivery in advance of 10 business day requirement:
- 1 business day: \$350 / 3 business days: \$250 / 5 business days: \$150 / 7 business days: \$100
Compliance Inspection Fee (optional): \$150
Transfer Fee: \$340
Access Deactivation Fee: \$20

This management certificate is filed of record in Williamson County, Texas by the entity managing the Association. It shall be valid until a later Management Certificate is filed of record by the Association or a successor manager, or until a termination of this Management Certificate is filed of record, whichever is sooner.

Kaci Maglich

By: Kaci Maglich, Managing Agent for Larkspur Master Community, Inc., Duly Authorized Agent
Signed: November 6, 2024

AFTER RECORDING RETURN TO:

**Goodwin & Company
PO Box 203310
Austin, TX 78720-3310**

STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was signed before me on 11/6/24, and it was acknowledged that this instrument was signed by Kaci Maglich for the purposes and intent herein expressed.

By: *Melanie Beth Clark*
Notary Public, State of Texas

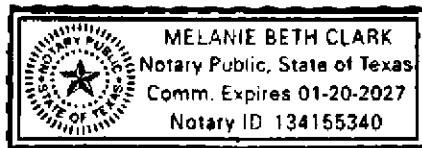


EXHIBIT "A"**RECORDING DATA FOR THE COVENANT AND RELATED DOCUMENTS**

1. Larkspur Master Covenant, recorded as Document No. 2016098172 in the Official Public Records of Williamson County.
 - a. First Amendment to Larkspur Master Covenant, recorded as Document No. 202368688 in the Official Public Records of Williamson County.
2. Larkspur Development Area Declaration [Residential], recorded as Document No. 2016098882 in the Official Public Records of Williamson County.
 - a. First Amendment to Larkspur Development Area Declaration [Residential] [Bonnet Tract Subdivision], recorded as Document No. 2022131194 in the Official Public Records of Williamson County.
 - b. Second Amendment to Larkspur Development Area Declaration [Residential] [Bonnet Tract Subdivision], recorded as Document No. 2023076765 in the Official Public Records of Williamson County.
3. Larkspur Policy Manual, recorded as Document No. 2016098883 in the Official Public Records of Williamson County.
 - a. Larkspur First Supplement to Policy Manual, recorded as Document No. 2019030922 in the Official Public Records of Williamson County.
 - b. Larkspur Second Supplement to Policy Manual, recorded as Document No. 2022024713 in the Official Public Records of Williamson County.
 - c. Larkspur Third Supplement to Policy Manual, recorded as Document No. 2023000338 in the Official Public Records of Williamson County.
 - d. Larkspur Fourth Supplement to Policy Manual, recorded as Document No. 2023005536 in the Official Public Records of Williamson County.
 - e. Larkspur Fifth Supplement to Policy Manual, recorded as Document No. 2024037634 in the Official Public Records of Williamson County.
4. Larkspur Notice of Applicability [Residential] [Phase 1], recorded as Document No. 2017012573 in the Official Public Records of Williamson County.
5. Larkspur Design Guidelines, recorded as Document No. 2017016732 in the Official Public Records of Williamson County.
 - a. Larkspur First Amendment to Design Guidelines, recorded as Document No. 2017071217 in the Official Public Records of Williamson County.

- b. Larkspur Second Amendment to Design Guidelines, recorded as Document No. 2017085359 in the Official Public Records of Williamson County.
 - c. Larkspur Third Amendment to Design Guidelines, recorded as Document No. 2017087251 in the Official Public Records of Williamson County.
 - d. Larkspur Fourth Amendment to Design Guidelines, recorded as Document No. 2018027750 in the Official Public Records of Williamson County.
 - e. Larkspur Fifth Amendment to Design Guidelines, recorded as Document No. 2018082603 in the Official Public Records of Williamson County.
 - f. Larkspur Sixth Amendment to Design Guidelines, recorded as Document No. 2019044139 in the Official Public Records of Williamson County.
6. Larkspur Adoption of Working Capital Assessment for Residential Lots, recorded as Document No. 2017079218 in the Official Public Records of Williamson County.
 7. Larkspur Notice of Applicability [Residential] [Phase 2], recorded as Document No. 2017105824 in the Official Public Records of Williamson County.
 8. Larkspur Notice of Annexation [Residential] [Future Phases 4 & 5], recorded as Document No. 2018033599 in the Official Public Records of Williamson County.
 9. Larkspur Notice of Applicability [Residential] [Phase 3B], recorded as Document No. 2018054087 in the Official Public Records of Williamson County.
 10. Larkspur Notice of Annexation [Residential] [Future Phase 6], recorded as Document No. 2018091473 in the Official Public Records of Williamson County.
 11. Larkspur Notice of Applicability [Residential] [Phases 7B & 8], recorded as Document No. 2019065472 in the Official Public Records of Williamson County.
 12. Larkspur Notice of Applicability [Residential] [Phase 7A], recorded as Document No. 2019007386 in the Official Public Records of Williamson County.
 13. Larkspur Notice of Applicability [Residential] [Phase 9], recorded as Document No. 2020022378 in the Official Public Records of Williamson County.
 14. Larkspur Notice of Applicability [Residential] [Phase 10], recorded as Document No. 2020123623 in the Official Public Records of Williamson County.
 15. Larkspur Notice of Applicability [Residential] [Phase 11], recorded as Document No. 2021050979 in the Official Public Records of Williamson County.
 16. Larkspur Supplement to Notice of Applicability [Phase 7A], recorded as Document No. 2021076218 in the Official Public Records of Williamson County.

17. Larkspur Notice of Applicability [Residential] [Phases 12 and 13], recorded as Document No. 2021167482 in the Official Public Records of Williamson County.

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Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas