

Denton County
Juli Luke
County Clerk

Instrument Number: 79168

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DECLARATION

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Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WINN RIDGE HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DENTON §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINN RIDGE (as may be amended, modified and/or supplemented from time to time, the "Declaration") is made by CADG COMMANCHE 248, LLC, a Texas limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Pulte Homes of Texas, L.P., a Texas limited partnership ("Pulte") is the owner of the approximately 39.674± acres of real property described on Exhibit A-1 attached hereto and incorporated herein by reference (the "Pulte Land"), to be developed as Phase 1A (herein so called) of the Subdivision (as defined below);

WHEREAS, Declarant is the owner of the approximately 86.916± acres of real property described on Exhibit A-2 attached hereto and incorporated herein by reference (the "CADG Commanche Land"), to be developed as Phase 1B (herein so called) of the Subdivision;

WHEREAS, Declarant, as the owner of the CADG Commanche Land, desires, by recording this Declaration in the Official Public Records of Denton County, Texas, to create a general plan of development for a single-family home planned community within the Pulte Land and the CADG Comanche Land (collectively, the "Land") known or to be known as "Winn Ridge" (the "Subdivision"), and Pulte, as owner of the Pulte Land, agrees to subject the Pulte Land to the terms of this Declaration. This Declaration provides for the overall development, administration, maintenance, and preservation of the real property now and hereafter comprising the Property (as hereinafter defined). An integral part of the development plan is the creation of Winn Ridge Homeowners Association, Inc., a Texas non-profit corporation, whose members shall be all owners of real property subject to this Declaration, to own, operate, and/or maintain various common areas and community improvements and to administer and enforce the covenants, conditions, restrictions, and easements set forth in this Declaration.

NOW, THEREFORE, Declarant (with the consent of Pulte) hereby declares that the Land, and any additional property which is subjected to this Declaration in the future in accordance with Article XIV of this Declaration, shall be owned, conveyed, used, occupied and otherwise encumbered subject to this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns.

ARTICLE I DEFINITIONS

The terms used in this Declaration are intended to have their normal, commonly understood definitions, unless otherwise specified. In order to minimize repetition, avoid confusion, and explain key concepts, some terms are capitalized to indicate they have special definitions. Whenever used in capitalized form, those terms have the following meanings:

- (a) “Architectural Control Committee” and/or “ACC” shall mean and refer to the architectural review body for the Property, as described in Article III. During the Development Period (as defined below), Declarant reserves the right to appoint and remove members of the ACC, or to exercise the approval rights of the ACC directly or through their designee, as more specifically set forth in Article III hereof.
- (b) “Assessments” shall have the meaning ascribed to such terms in Section 10.1 below.
- (c) “Association” shall mean and refer to Winn Ridge Homeowners Association, Inc., a Texas non-profit corporation, whose Certificate of Formation and other Governing Documents are attached hereto as Exhibit B, and which shall have the right to enforce this Declaration.
- (d) “Board of Directors” or “Board” shall mean and refer to the body selected as provided in the Bylaws, being responsible for the general governance and administration of the Association and this Declaration. The initial Board shall be those individuals set forth in the Certificate of Formation of the Association. ***During the Declarant Control Period, Declarant has the sole right to appoint and remove all Directors to the Board,*** provided that prior to the date which is the earlier of (i) one hundred-twenty (120) days after seventy-five (75%) of the Lots have been sold to non-Declarant Owners, or (ii) ten (10) years from the date on which the Declaration is recorded, at least 1/3 of the directors serving on the Board shall be person(s) elected by a majority vote of Class A Members at a meeting of the members at which quorum is present, as set forth in the Bylaws of the Association. Each Director, other than Directors appointed by Declarant, shall be a Member and resident, or in the case of corporate or partnership ownership of a Lot, a duly authorized agent or representative of the corporate or partnership Owner. The corporate, or partnership Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors. **The duties of the Board during the Declarant Control Period may be limited by Declarant.**
- (e) “Builder” shall mean and refer to Pulte, KB Home and any other person or entity who has acquired a Lot or Lots for the purpose of constructing a residence thereon for later sale to consumers.
- (f) “Bylaws” shall mean and refer to the Bylaws of Winn Ridge Homeowners Association, Inc., approved by Declarant and Board of Directors and attached hereto as Exhibit B, as may be amended from time to time.
- (g) “City” shall mean and refer to the City of Aubrey, Texas.

(h) “Common Properties” shall mean all real property (including improvements thereon) now or hereafter owned, leased or controlled by the Association, or to which the Association holds possessory or use rights, for the common use and enjoyment of the Owners (hereinafter defined) including, but not limited to such property which may be: (i) conveyed to the Association in fee simple title, (ii) leased to the Association, (iii) landscape or maintenance easements granted or dedicated to the Association by plat or other written instrument, (iv) owned or leased by the Association and restricted or dedicated for use as retention ponds within the Property or for surface drainage in support of the Subdivision and improvements therein, and (vi) any other real property or improvement the Association, at the sole discretion of the Board, decides to maintain. The Common Properties shall include any and all fixtures and improvements on the land constituting common areas, including, without limitation, landscaping, buffering, screening, irrigation, and associated improvements that are Common Properties next to public thoroughfares. Declarant is under no obligation to construct or provide common elements or amenities. Membership in the Association and payment of Assessments are not contingent upon the provision of or construction of any common element or amenity. Membership for all Lot Owners and payment of Assessments is mandatory. Provisions for Declarant, KB Home and Pulte vary, see Article X, Section 10.18.

(i) “Community-Wide Standard” shall mean the standard of conduct, maintenance and appearance, including landscaping, generally prevailing throughout the Property, or the minimum standards established pursuant to the Design Guidelines, Rules, Regulations and Board resolutions, whichever is the highest standard. Declarant initially shall establish such standard which may be amended by Declarant during the Development Period. The Association, through its Board, shall ensure that the Community-Wide Standard established by the Declaration for the Property shall continue after the termination or expiration of the Development Period. The Community-Wide Standard may contain objective elements, such as specific lawn or house maintenance requirements, and subjective elements, such as matters subject to the Board’s discretion. The Board shall have the right to determine objective elements on a case by case basis whenever they deem it to be in the best interest of the community and its residents. The Community-Wide Standard may or may not be in writing. The Community-Wide Standard may evolve as development progresses and as the Property changes. The Community-Wide Standard shall not fall below the level established for the Property as of the date the Development Period expires.

(j) “County” shall mean and refer to Denton County, Texas.

(k) “Declarant” shall mean and refer to CADG Commanche 248, LLC, a Texas limited liability company, but also any successor, alternate or additional Declarant as appointed by Declarant as successor, alternate or additional Declarant by written instrument, filed of record in the office of the County Clerk, specifically setting forth that such successor, alternate or additional Declarant is to have, in whole or in part, together with CADG Commanche 248, LLC, Declarant’s rights, duties, obligations and responsibilities for all or a specific portion of the Property. The term “Declarant” shall not include any person or entity that purchases a Lot from Declarant unless such purchaser is specifically assigned, by a separate recorded instrument, some or all of Declarant’s rights under this Declaration as to the conveyed property.

(l) "Declarant Control Period" means the period of time commencing on the date of this Declaration and continuing through and including the earlier of (i) the date on which Declarant owns any portion of the Property, or (ii) the date which is twenty-five (25) years after recordation of this Declaration in the Official Public Records of Denton County, Texas, or (iii) the date of recording in the Official Public Records of Denton County, Texas, of a notice signed by Declarant terminating the Declarant Control Period.

(m) "Design Guidelines" shall mean and refer to the design standards and guidelines adopted by Declarant, as may be amended in accordance with Article III, representing in whole or in part, along with further or additional guidelines as they may be set forth in this Declaration, the minimum specifications for the construction of all residences, additions to such residences, and other improvements associated with each residence including, without limitation, other structures or improvements located on a residential Lot, and the minimum requirements for landscaping to be installed and maintained on each Lot. The Design Guidelines are an integral part of this Declaration and the development plan of Winn Ridge. The initial Design Guidelines are attached hereto as Exhibit C. All Builders and prospective Owners or those desirous of constructing a residence on a Lot are strongly encouraged to obtain a current copy of the Design Guidelines prior to preparing plans and specifications for submission to the Reviewer for approval.

(n) "Development Period" shall be the period commencing on the date of this Declaration and ending on the earlier of (i) twenty-five (25) years after recordation of this Declaration in the Official Public Records of Denton County, Texas, or (ii) the date on which all Lots to be developed within the Property have been conveyed to persons other than Declarant or a Builder and have been improved with a residence for which a certificate of occupancy has been issued, or (iii) the date of recording in the Official Public Records of Denton County, Texas, of a notice signed by Declarant terminating the Development Period.

(o) "Final Plat" shall mean, initially, the map or plat of Winn Ridge, filed or to be filed in the Official Public Records of the Denton County Texas, and recorded in the Plat Records of Denton County, Texas, and any future recorded subdivision maps or plats covering any portion of the Property or additional real property made subject to this Declaration, as such Final Plats may be amended from time to time.

(p) "Governing Documents" shall mean and refer to, singly or collectively as the case may be, this Declaration, the Final Plat, the Bylaws, the Association's certificate of formation, and the rules of the Association, as any of these may be amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Governing Document is a part of that Governing Document. All Governing Documents are to be recorded in every county in which all or a portion of the Property is located. The Governing Documents are Dedicatory Instruments as defined in Texas Property Code Section 202. Copies of the Association's Certificate of Formation, organizational consent of the initial directors, and Bylaws are attached hereto as Exhibit B.

(q) "KB Home" shall mean and refer to KB Home Lone Star Inc., a Texas corporation, being one of the initial Builders to acquire Lots from Declarant, and any successor to whom KB Home expressly assigns its rights under this Declaration.

(r) "Lot" shall mean and refer to any one (1) of the enumerated plots or tracts of land shown upon a Final Plat, and "Lots" shall mean and refer to more than one (1) of same; provided, however, Common Properties shall in no event be treated as a Lot or Lots for purposes of this Declaration, and are hereby specifically excluded from the term "Lot" as used hereunder.

(s) "Member" shall mean and refer to a member of the Association, as described in Article VIII.

(t) "Owner" shall mean and refer to each and every person or business entity (whether one or more), including Declarant (so long as applicable), that is a record owner of a fee or undivided fee interest in any Lot; provided, however, that (i) the term "Owner" or "Owners" shall not include any person or entity who holds a bona fide lien or interest in a Lot as security merely for the performance of an obligation (specifically including, but not limited to, any mortgagee or trustee under a mortgage or deed of trust) unless and until such mortgagee, beneficiary or trustee has acquired title to such Lot pursuant to foreclosure or any proceeding in lieu thereof; and (ii) with respect to any matter requiring the vote, consent, approval or other action of an Owner, each Lot shall be entitled to only one (1) vote except as provided for in Section 8.2 and Section 15.6 herein.

(u) "Phase" shall mean and refer to each separately developed residential area or addition as set forth and more fully described on a Final Plat depicting real property that has been subjected to the Declaration.

(v) "Property" or "Winn Ridge" shall mean and refer to the real property described on Exhibit A-1 and Exhibit A-2, any improvements now or hereafter situated thereon, and any and all additional real property (and the improvements thereon) which Declarant hereafter subjects to this Declaration, in accordance with Article XIV hereof.

(w) "Reviewer" shall mean and refer to the persons or entity having jurisdiction in a particular case to approve plans and/or specifications under Article III of this Declaration, whether Declarant or its designee or the ACC.

(x) "Supplemental Declaration" shall mean a recorded instrument which accomplishes one or more of the following purposes: (i) subjects additional real property to this Declaration, or (ii) imposes, expressly or by reference, additional restrictions, covenants, easements and/or rights and obligations on the land described.

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ARTICLE II
CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 2.1 Residential Use.

The Property shall be used for single-family residential purposes and home office only, and accessory uses. No building or other structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family residence per Lot, which residence may not exceed three (3) stories in height, and a private garage as provided below. Any building or structure to be placed or constructed on a Lot is subject to approval in writing by the Reviewer under Article III.

Section 2.2 Single-Family Use.

Section 2.2.1 Generally.

Except as provided in Section 2.2.2 below, (a) each residence may be occupied only by persons living and cooking together as a single housekeeping unit, together with any household employees, and (ii) except for families consisting of persons related by blood, adoption, or marriage (a "Family Unit"), no more than two persons per bedroom may occupy the same residence on a regular and consistent basis.

Section 2.2.2 Leasing.

Homeowners who rent or lease their residence are required to execute a written lease agreement, signed by the tenant and a copy provided to the Association prior to the tenant's possession of the residence. The lease shall contain, at minimum, the following:

- (a) Term of Lease. Initial term of the lease shall not be less than one (1) year.
- (b) Entire Residence. The property leased includes the entire residence.
- (c) Single Family. Lease is restricted to single family per Section 2.2.1 above. Owner shall provide to the Association or its managing agent the names and contact information for the tenants.
- (d) Abide by Rules. The Owner must make available to the tenant copies of the CCR's, Rules and Regulations, and all amendments thereto. Tenant must agree to abide by all Association's rules and must acknowledge that failure to do so may constitute a default under the lease terms and agreement. Owner must obtain a signed acknowledgment from the tenant that this section of the CCR's has been explained in detail. The Tenant shall not be allowed access to any secured areas of the Association's website or other official social media platforms. Owner shall not allow tenant to use their secure log in information to access information on any secured platform established for homeowner use only or owned and/or operated by the Association or its managing agent.
- (e) Restrictions on Subleasing or Assignment. No assignment or sub leasing is allowed.
- (f) Renters Insurance Required. Tenant must carry renters insurance.

(g) Maintenance. Owner shall be responsible at all times for his tenant and the maintenance and upkeep of the home and lot. Should the tenant violate a rule and a violation notice is sent, the Owner shall be responsible for ensuring the tenant complies with the rules and the violation noted is immediately abated. Should a fine for non-compliance result, the Owner shall be responsible for payment to the Association for all fines or any monetary expense the Association may incur for the enforcement and abatement of a violation.

Section 2.3 Garage Required.

Each residence shall have an enclosed garage and shall conform to the requirements set forth in the Design Guidelines. The garage shall conform in design and materials with the main structure. No garage shall be used for a living quarters at any time or for business purposes (other than as a sales office in a model home operated by a Builder within the Subdivision, which shall be permitted hereunder provided that such garage is restored to its intended use and design prior to the sale of a Builder of such model home an end-use homebuyer). Garage doors should remain shut at all times when not in use.

Section 2.4 Driveways.

All driveways shall be surfaced with concrete. No designs, painting or staining of driveways is allowed within the express written consent of the Reviewer. No driveway extension or widening of the driveway shall be allowed without the prior written approval of the Reviewer under Article III.

Section 2.5 Uses Specifically Prohibited.

(a) No temporary dwelling, shop, storage building, trailer or mobile home of any kind or any improvement of a temporary character shall be permitted on any Lot except (i) children's playhouses and playsets (which may not exceed more than two feet (2') above the fence line), dog houses, greenhouses (which may not be visible over the fence line), gazebos which may be subject to height restrictions, and buildings for storage of lawn maintenance equipment (which may not exceed more than two feet (2') above the fence line), which may be placed on a Lot only after approval from the Reviewer in accordance with Article III has been obtained, and (ii) the Builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given Lot during construction of the residence on that Lot or on a different Lot as agreed to between the Builder or contractor and Declarant and/or as otherwise set out in the Design Guidelines. Declarant agrees that KB Home may place a sales office and/or construction trailer on any Lot owned by KB Home during construction and no further approvals or agreements as contemplated by this Section 2.5(a) are required; provided, however, KB Home may not place a sales office or construction trailer on any Lot which is within 100 yards of the main entryway to the Subdivision from F.M. Road 1385. No building material of any kind or character shall be placed or stored upon the Property until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected. Portable basketball goals may be allowed by written consent of the Reviewer. Goals must be kept in good repair at

all times and may not use unsightly weights such as tires, sand bags, or rocks unless the Owner can provide written proof from the manufacturer that such weights are the recommended means of weighing down the goal. Portable basketball goals may not be kept in the street, may not block a sidewalk at any time, and may not be played in the grass area located between the sidewalk and street. Goals must be kept in the driveway when in use and stored out of public view when not in use.

(b) Except as otherwise provided in this Section, every owner will be limited to a maximum of four (4) vehicles per home. No vehicle may be parked or left upon any portion of a Lot except in a garage or on a driveway. Except as provided below, the following vehicles may not be parked on any street within Winn Ridge except for occasions of twenty-four hours or less and no more than one time per month: recreational vehicles, mobile homes, trailers, and campers. Trucks with tonnage in excess of one (1) ton including semi-trucks and/or trailers, tow trucks, commercial vehicles (including all vehicles with commercial lettering or logos), unlicensed or inoperable vehicles, trailers, boats, and jet skis are prohibited; provided however, notwithstanding the foregoing, boats and jet skis may be parked for a period not to exceed twenty-four hours so long as they are on a trailer and attached to the vehicle. "Sports utility vehicles" and "mini-vans" (as such vehicles are commonly referred to, as determined in the Board's discretion) and pick-up trucks without commercial writing or logos shall be treated as automobiles and may be parked outside of enclosed garages. This Section shall not apply to parking, for purposes of emergency vehicle repairs or to construction, service, and delivery vehicles for periods necessary to perform the services or make a delivery. Declarant and the Board of Directors expressly reserve the right to review, and consider parking requests, restrictions and violations within the community on a case by case basis. Excessive on street parking or parking abused by an owner which causes a nuisance to another owner or creates a safety hazard on the street or to residents, may result in vehicles being towed or fines for non-compliance being assessed.

Notwithstanding the above, for purposes of cleaning, loading, unloading for a period of 24 hours prior to departure and upon return from a trip, and short-term and visitor parking, any vehicle may be parked outside of an enclosed garage temporarily and irregularly to accommodate such use. The Board, in its discretion, may enact additional rules governing such temporary, irregular use or, in the absence of specific rules, shall have discretion in determining what constitutes permissible parking under such circumstances.

As used in this Section, the term "vehicles" includes, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles.

(c) No vehicle of any size which transports flammable or explosive cargo may be kept or parked on the Property at any time, except for use by or on behalf of Declarant in connection with the development of the Property or by a builder or contractor in connection with the construction of improvements on a Lot.

(d) No animals or livestock including but, not limited to pigs, pot bellied pigs, chickens, snakes, rats, or skunks shall be raised, bred or kept on the Property for commercial purposes or for food. Domesticated animals such as dogs, cats or other small domesticated household pets may be kept for the purpose of providing companionship for the private family;

however, those pets which are permitted to roam free, or, in the sole discretion of the Board, constitute a nuisance or safety concern to the occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may, at its sole discretion, remove or otherwise provide for the removal of the pet. Notwithstanding anything contained herein to the contrary, the Board in its sole discretion and without incurring any further duty or obligation to owners and occupants within the Property may decide to take no action and refer complaining parties to the appropriate municipal or governmental authorities for handling and final disposition. Pets shall be kept on a leash or otherwise confined inside a fenced area whenever outside the residence. Pets shall be registered, licensed and inoculated as required by law and must be properly tagged for identification. It is the Owner's responsibility to keep the front of their Lot clean and free of pet debris and to pick up and properly dispose of their pet's waste wherever deposited. Notwithstanding anything seemingly herein to the contrary, no more than three (3) household pets will be permitted on each Lot.

(e) No Lot or other area on the Property shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including, without limitation broken or rusty equipment, disassembled or inoperative cars, other vehicles or discarded appliances and furniture. Trash, garbage or other waste shall be kept in sanitary containers. Owners shall not allow their lots to be littered with trash or debris of any kind. All incinerators or other equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on Lots during construction so long as construction progresses without undue delay.

(f) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any wall or window of a residence. All air-conditioning equipment must be installed in the rear yard or on the side yard.

(g) The erection, construction, placement or installation of any television, radio or other electronic tower, serial, antenna, satellite dish or device of any type for the reception or transmission of radio or television broadcast signals or other means of communication upon a Lot or upon any improvement thereon is prohibited, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Board shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that reception of an acceptable signal would not be impaired or the cost of installation would not be unreasonably increased, an antenna permissible pursuant to the Declaration or the rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the residence and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land-use and building regulations.

(h) No Lot or improvement thereon shall be used for commercial or manufacturing purposes of any kind other than a small home office. Nothing in this subparagraph shall prohibit a builder's use of a residence as a sales office until such builder's last residence on the Property is

sold and closed. Nothing in this subparagraph shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as a small home office, tutoring or giving lessons such as art or music, so long as such activities are consistent with the residential character of the Property, do not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Property, as determined in the Board's discretion, and do not materially increase the number of cars parked on the street.

(i) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten feet (10') from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(j) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment which specifically conform with the Design Guidelines and the requirements of Section 2.5 (a) herein, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon.

(k) No sign of any kind shall be displayed to the public view on any Lot, except: (i) political signs which may be placed on the Lot no earlier than six (6) weeks prior to an election and which must be removed within two (2) weeks after the election for which such sign is displayed; (ii) one (1) professional security service sign of not more than one square foot; (iii) one (1) sign of not more than five square feet advertising the property for rent or sale during any period that the Lot actually is for rent or sale; (iv) signs used by a Builder to advertise the Property during the construction and sales period, or (v) school spirit signs or other similar signs displaying school related activities, each of which shall, in any event, comply with all statutes, laws or ordinances governing same. The Board of Directors or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or otherwise in connection with such removal.

(l) The drying of clothes in public view is prohibited. Clothes lines are prohibited.

(m) Wood used for fireplace, barbeque, or other use must be stacked neatly and screened from public view. The Owner is responsible for ensuring that such wood stack is kept free of rodents.

(n) No Owner shall perform, fail to perform, or permit anything to be done or not done on such Owner's Lot which would violate any laws, statutes, ordinances or regulations of any kind or character. No Owner shall perform or permit anything to be done that can be considered a nuisance or safety hazard to the surrounding neighbors or the community. If an Owner leases his home, the occupant / tenant shall be required to adhere to all governing documents, rules and

regulations. It shall be the responsibility of the Owner to ensure the occupant / tenant is aware of all restrictions, rules and regulations. Violation infractions committed by an occupant / tenant, resident, guest or invitee will be the responsibility of the Owner to cure / abate. If a fine for non-compliance is levied, the Owner will be responsible for the payment in full of all fines, self help remedies, or cost of repairs which may be incurred by the Association

Section 2.6 Minimum Floor Area.

The total air-conditioned living area of the main residential structure constructed on each Lot, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than 1,200 square feet.

Section 2.7 Fences and Walls.

Any fence or wall must be constructed of masonry, brick, wood, ornamental metal, or other material approved by Declarant or the ACC. No vinyl or chain link fences are permitted except on the Common Properties or any school property which may be located within Winn Ridge. No fence or wall shall be permitted to extend nearer to any street than the front of any residence. However, all side yard fencing on corner Lots shall run parallel to the curb and may be placed no nearer than five feet (5') inside the side Lot line and shall not extend beyond a point of five feet (5') behind the front of the residence on that side. Fences or walls erected by Declarant shall become the property of the Association for all fences or walls located on or within common area boundaries. The Association shall be responsible for the maintenance of the fence or wall only as may be situated along the perimeter of the Property or on the rear lot line of Lots adjacent to Common Properties. The Association assumes no responsibility for fencing or walls otherwise located on an Owner's Lot or located on the common boundary of the Common Properties and the side or front boundary lines of such Owner's Lot, which fencing and walls shall be maintained by the Lot Owner. Each Owner shall be responsible for all side and front yard fencing located on their Lot. Any fence or portion thereof that faces a public street shall be so constructed so that all structural members and posts will be on the side of the fence facing away from the street so that they are not visible from any street. No portion of any fence shall extend more than six feet (6') in height measured from grade.

Section 2.8 Building Materials.

The building materials to be used for each residence and other structure must conform to the requirements set out in the Design Guidelines. Allowed roofing materials shall be set forth exclusively in the Design Guidelines. The color of roofing shall be consistent throughout Winn Ridge and shall otherwise conform to the Design Guidelines.

Section 2.9 Mailboxes and Address Blocks.

Mailboxes shall be cluster mailboxes of a standardized design for all Lots throughout Winn Ridge and shall be constructed in accordance with the Design Guidelines. An address block shall be installed on the front facade of each residence.

In the event that any cluster mailbox installed in Winn Ridge requires maintenance, replacement or repairs, such maintenance, replacement and/or repairs shall be performed by the Association and the costs and expenses incurred by the Association in connection therewith shall be charged on a pro rata basis (based on the total number of mailbox units within such cluster mailbox) as a Special Individual Assessment to the Owners with mailbox units within the cluster mailbox that has been maintained, repaired and/or replaced.

Section 2.10 Landscaping.

Each Builder of a residence upon each Lot shall, upon or before the first occupancy of a house, sod grass in the front and side yards, plant the minimum size and number of shrubs in the front yard against the foundation of the house as required by the Design Guidelines. Thereafter, each Owner of a Lot shall have the responsibility to properly maintain such trees and landscaping and, if necessary, shall replace such trees or landscaping. Declarant and/or the Association shall have the right but not the obligation, to be exercised at its sole option, to remove and replace dead trees and landscaping and charge the costs thereof to the Owner's account as a Special Individual Assessment under Section 10.6 below.

Section 2.11 Design Guidelines.

In addition to any requirements set forth in this Declaration, all Owners are required to comply with the Design Guidelines in the construction of improvements within the Property with respect to the installation, maintenance and replacement of trees and landscaping within the Property.

ARTICLE III ARCHITECTURAL CONTROL

Section 3.1 Review Authority.

(a) General. The Property is located within the jurisdiction of the City. In addition to any inspection process implemented by the City in connection with the City's permit process, the Declarant and the Association will, in all likelihood engage the services of third-party professionals including architects, engineers, or other persons to perform and administer the submission, review and inspection process which may be required or necessary under this Article. Declarant reserves the right to implement and enforce additional application, permitting, review, testing and inspection requirements and procedures not contained herein relating to national or uniform codes pertaining to building, electrical, plumbing and any other aspect of construction or development as deemed necessary by Declarant.

(b) Declarant as ACC During Development Period. Declarant, as provided below, shall have exclusive authority to act as the Reviewer and administer, review and act upon all applications for architectural and other improvements within the Property during the Development Period, unless Declarant earlier terminates its rights under a recorded instrument. Declarant may designate or engage one or more persons or entities to act on its behalf with respect to some or all matters coming within the purview of this Article III. In reviewing and

acting upon any request for approval, Declarant or its designee shall act solely in Declarant's interest and owe no duty to any other person. Declarant is not required to hold meetings or keep minutes relating to its review under this Article. Declarant may, at its sole discretion, issue variances when doing so seems to agree with the continued aesthetic harmony of the community or for any other reason. Additionally, Declarant may from time to time delegate or assign all or any portion of its rights under this Article as Reviewer for a Phase to any other person, entity or committee, including the Architectural Control Committee. Any such delegation shall be in writing, shall specify the delegated responsibilities, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction, and (ii) Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of other entities shall be limited to such matters as Declarant specifically delegates.

(c) Architectural Control Committee. Upon Declarant's delegation or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the ACC, shall assume jurisdiction over architectural matters as the "Reviewer" hereunder. The ACC shall consist of at least three persons. Members of the ACC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount, if any, as the Board may establish. The ACC members shall be designated, shall serve, and may be removed and replaced in the Board's discretion.

(i) For so long as Declarant owns any portion of the Property, and unless Declarant notifies the ACC in writing to the contrary, the ACC shall notify Declarant in writing, no less than thirteen (13) business days prior to communicating any action (*i.e.*, approval, partial approval, or disapproval) it intends to take under this Article. A copy of the application and any additional information that Declarant may require shall accompany the notice. During such time, Declarant shall have the right, in its sole and absolute discretion, to veto such ACC action; provided, Declarant's right to veto must be exercised within ten (10) business days after it receives notice of the ACC's proposed action and may only be exercised with respect to its applicable portion of the Property. The party submitting the plans for approval shall not be notified of the ACC's proposed action until after Declarant's right to veto has expired.

(ii) The Board may create and appoint subcommittees of the ACC. Subcommittees may be established to preside over particular areas of review (e.g., landscape plans) and shall be governed by procedures the Board or the ACC may establish. Any subcommittee's actions are subject to review and approval by Declarant, for as long as Declarant may review the ACC's decisions, and the ACC. Notwithstanding the above, neither the ACC nor Declarant shall be obligated to review all actions of any subcommittee, and the failure to take action in any instance shall not be a waiver of the right to act in the future.

(iii) Unless and until such time as Declarant delegates any of its reserved rights to the ACC or Declarant's rights under this Article expire or terminate, the Association shall have no jurisdiction over architectural matters.

(d) Reviewer. The entity having jurisdiction in a particular case, whether Declarant or its designee or the ACC, shall be referred to as the "Reviewer".

(e) Fees; Assistance. The Reviewer may establish and charge reasonable fees for its review of applications and shall require that such fees be paid in advance. If such fees or charges, including those set forth under Section 3.3 below, are not paid in advance, the Reviewer shall have no obligation whatsoever to review any such related application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals. The Board may include the compensation of such persons in the Association's annual operating budget. Notwithstanding the foregoing, no fees for the Reviewer's review of applications as set forth in this Article 3 will be due or payable with respect to any Lots owned by Pulte or KB Home.

Section 3.2 Review Requirements.

No building, wall, pool or other structure (except fences) shall be commenced, erected, installed, placed, or substantially altered on any Lot, nor shall any exterior painting (other than repainting a structure the same or similar color) of, exterior addition to, or substantial alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by the Reviewer.

The Reviewer is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Reviewer, adversely affect the living enjoyment of one (1) or more Owners or the general value of the Property. The Reviewer shall have the right to render decisions based solely on aesthetic considerations.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed exterior design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that aesthetic determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. The Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations are not subject to judicial review so long as they are made in good faith and in accordance with the required procedures.

Section 3.3 Procedure for Approval.

PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION BY ANY PERSON OR ENTITY, THE BUILDER SHALL OBTAIN FROM THE CITY AND THE REVIEWER A BUILDING PERMIT AND SHALL PAY, IN ADVANCE, ANY RELATED INSPECTION FEES AND FEES OWING OR TO BE OWED TO THE DENTON COUNTY FRESHWATER SUPPLY DISTRICT AS DETERMINED BY THE REVIEWER. THIS REQUIREMENT NOT ONLY APPLIES TO ORIGINAL CONSTRUCTION BUT TO POOL INSTALLATIONS, MODIFICATIONS OR ADDITIONS TO EXISTING STRUCTURES OF IMPROVEMENTS. FAILURE TO OBTAIN SUCH PERMITS FROM THE CITY AND/OR THE REVIEWER OR

PAY SUCH FEES PRIOR TO INITIATION OF CONSTRUCTION SHALL BE CAUSE FOR THE REVIEWER OR THE ASSOCIATION TO REQUEST AND OBTAIN EMERGENCY TEMPORARY RELIEF TO RESTRAIN ALL ASPECTS OF CONSTRUCTION. ABOVE GROUND POOLS ARE PROHIBITED AT ALL TIMES.

In addition to the foregoing requirement, final plans and specifications shall be submitted in duplicate by certified mail, return receipt requested or hand delivery to the Reviewer. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The application shall specify in writing any requested variances from the requirements set forth in this Declaration, the Design Guidelines or any Community-Wide Standard. **The City shall be the sole authority for issuing variances for any City zoning or other requirements applicable to the Property and/or any Lot or improvements constructed therein, and no action by the Reviewer hereunder shall modify or substitute any requirement under any applicable zoning or development requirements of the City.** The Reviewer is authorized to request the submission of samples of proposed construction materials and such other information as they reasonably deem necessary to make their determination. At such time as the plans and specifications meet the approval of the Reviewer, one complete set of plans and specifications will be retained by the Association, for up to three (3) years only, and the other complete set of plans shall be marked "Approved", signed by a representative of the Reviewer and returned to the Lot Owner or his designated representative. If disapproved by the Reviewer, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by a representative of the Reviewer. Any modification of the approved set of plans and specifications must again be submitted to the Reviewer for its approval, The Reviewer's approval or disapproval, as required herein, shall be in writing. Any reliance upon a verbal approval of any plans by the Reviewer shall be wholly unjustified, at the risk of the Lot Owner and subject to any subsequent or otherwise conflicting written response by the Reviewer.

If the Reviewer fails to approve or disapprove any such plans and specifications or modification thereto within thirty (30) business days after the date of submission of all information the Reviewer requires, the submission shall be deemed to have been denied. Any Builder who is constructing residences on multiple Lots shall have the option of submitting a master set of final plans and specifications for all of the residences it intends to construct within the Property to the Reviewer in accordance with the provisions of this paragraph. Once the master set of plans has been approved, the Builder shall be allowed to construct residences in accordance with such approved plans and no further submittals shall be required unless material deviations have been made to such approved plans.

The Reviewer may, but is not obligated to, permit or require that plans be submitted or considered in stages, in which case, a final decision shall not be required until after the final, required submission stage. **If the Reviewer fails to approve or disapprove any other plans and specifications or modification thereto excluding Builders plans, within thirty (30) business days after the date of receipt, then the plan is deemed disapproved.**

As part of any approval, the Reviewer may require that construction in accordance with approved plans commence within a specified time period. If construction does not commence

within the required period, the approval shall expire and the Owner must reapply for approval before commencing any activities. Once commenced, construction must be diligently pursued to completion. All construction work shall be completed within six (6) months of commencement unless otherwise specified in the notice of approval or the Design Guidelines, or unless the Reviewer, in its discretion, grants an extension in writing. If approved work is not completed within the required time, it shall be in violation of this Article and shall be subject to enforcement action.

Also as a part of the review process, the Reviewer may require that the construction of any improvement be inspected on a periodic basis prior to completion for compliance with the plans, codes adopted by Declarant and other matters relating to the quality or method of construction. The Association may conduct such inspections or, in the alternative, it may contract with third parties for such purposes. The Owner on whose Lot the construction is taking place shall be responsible for the payment of costs relating to any such inspection.

Notwithstanding the foregoing, upon approval of Declarant, as evidenced in writing delivered to a Builder, of the residential home plan set submitted by such Builder for construction of residences, structures or improvements of any type on Lots owned by such Builder and to be acquired from Declarant, no additional review or approval of such Builder's residential home plan set is required by the Reviewer or otherwise under this Declaration, and Declarant hereby waives any such requirement. Furthermore, no Builder shall be required to commence construction of residences pursuant to the approved residential home plan set within any specific time period after approval of same by Declarant, and the six (6) month construction completion requirement set forth in this Section 3.3 is waived so long as such Builder has commenced construction and is proceeding with reasonable diligence to completion of each residence constructed by it.

Section 3.4 Standards.

The Reviewer shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Reviewer is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. The Reviewer shall have the authority to interpret and amend the Design Guidelines, subject to Declarant's approval for so long as Declarant or any Builder owns any portion of the Property and, thereafter, subject to the approval of the Board. The Reviewer may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration. **To the extent that the Design Guidelines conflict with any development standards of the City, the development standards of the City shall govern and control. Only the City Council of the City has authority to amend the development standards applicable to the Property by City ordinance or resolution.**

Section 3.5 Requests for Variance.

Upon submission of a written narrative request for same, the Reviewer may, from time to time, in its sole discretion, permit Owners and Builders to construct, erect or install

improvements which are in variance from the requirements of this Declaration or which may be contained in the Design Guidelines. In any case, however, such variances shall be in basic conformity and shall blend effectively with the general architectural style and design of the community. No member of the ACC or the Board, or the Association or Declarant shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance request by any Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Reviewer's right to strictly enforce the Declaration or the Design Guidelines against any other Owner. Each such written request must identify and set forth in narrative detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Reviewer must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted. **The City shall be the sole authority for issuing variances for any City zoning, building codes or other development or construction requirements applicable to the Property and/or any Lot or improvements constructed therein, and no action or variance granted by the Reviewer, the ACC and/or the Board hereunder shall modify or substitute any requirement under any applicable zoning, building codes or development or construction requirements of the City**

Section 3.6 Liability of Reviewer.

Neither Declarant, the Board of Directors, the Architectural Control Committee, nor any of their respective members, officers, employees, designees, contractors, administrators, inspectors and agents, shall have any liability whatsoever for decisions made in accordance with this Article so long as such decisions are made in good faith and are not arbitrary or capricious. The plans or the site plan submitted to the Reviewer shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Reviewer shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, or any codes, ordinances, regulations or other laws, whether statutory or not, and whether the same relate to Lot lines, building lines, easements or any other issue. Review and approval of any plans pursuant to this Article may be based on purely aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that every residence is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other Owners.

THE ASSOCIATION HEREBY UNCONDITIONALLY AND PERPETUALLY INDEMNIFIES AND HOLDS DECLARANT, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, DESIGNEES, ADMINISTRATORS, INSPECTORS, CONTRACTORS, AND AGENTS HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF ANY ACTIONS OR INACTIONS TAKEN HEREUNDER BY THE REVIEWER, IRRESPECTIVE OF WHETHER OR

NOT THE REVIEWER, ITS EMPLOYEES, CONTRACTORS, AGENTS AND OTHER INDIVIDUALS OR ENTITIES TO OR EMPLOYED BY THE REVIEWER ACTED NEGLIGENTLY OR WITH WILLFUL MISCONDUCT.

Section 3.7 Special Rights of Declarant and Pulte.

Notwithstanding anything to the contrary contained herein, any Lot owned by Declarant or Pulte, shall not be subject to the provisions of this Article III and neither Declarant nor Pulte shall be required to submit plans and specifications, etc. to the Architectural Control Committee or to obtain the consent, permission or approval of the Architectural Control Committee for the matters otherwise required pursuant to this Article III, and the consent, permission or approval of the Architectural Control Committee shall be deemed given for plans and specifications, plot plans and the like to be used by Declarant, or Declarant's or Pulte's assigns, in the construction of any residence on any Lot owned or sold to a Builder by Declarant or Pulte. **DECLARANT ALSO RETAINS SPECIAL AND UNIQUE RIGHTS AND PRIVILEGES IN ARTICLE XII THAT TAKE PRECEDENCE OVER ALL OTHER ARTICLES OR SECTIONS IN THIS DECLARATION.**

**ARTICLE IV
SPECIAL FENCING AND LANDSCAPING**

Section 4.1 Fences, Walls and Screening Landscaping.

Declarant and/or the Association shall have the right, but not the obligation, to erect, install, maintain, repair and/or replace fences, walls and/or screening landscaping within that portion of any Lot situated along the perimeter of the Property or on Lots adjacent to Common Properties, as shown on a Final Plat, including, without limitation, open space area for screening or buffering. As described in Article II, Section 2.7, the Association shall be responsible for the maintenance of the fence or wall only as may be situated along the perimeter of the Property or on the rear lot line of Lots adjacent to Common Properties, notwithstanding, any such fence, wall or sprinkler system shall be subject to the easements and rights of Declarant and the Association set forth below. With respect to any fencing installed within a Lot that is adjacent to a thoroughfare, the Association shall have the exclusive right to stain or otherwise maintain the exterior of such fence facing the thoroughfare whenever, in the Board's sole and absolute discretion, it deems necessary. The Design Guidelines shall contain all construction and materials requirements for the walls adjacent to the Common Properties and any thoroughfare. The Association may include costs for maintenance, repairs and/or replacement required by this Section 4.1 in the expenses of the Association to be paid by levying Assessments hereunder.

Section 4.2 Landscaping.

Declarant and/or the Association shall have the right to grade, plant and/or landscape and maintain, repair, replace and/or change such grading, planting and landscaping on any portion of the Property not comprising any portion of a Lot and to maintain all landscaping, buffering, screening, irrigation, and associated improvements adjacent to the Property along public rights-

of-way as may be required by the City (and including, without limitation, open space area for screening or buffering), without limitation whatsoever, to do all things necessary within the Property to obtain full compliance with any applicable ordinances, laws, rules or regulations promulgated by the City or other applicable governmental authority. The Association may include costs for maintenance, repairs and/or replacement required by this Section 4.2 in the expenses of the Association to be paid by levying Assessments hereunder.

Section 4.3 Easement.

Declarant and the Association shall have, and hereby reserve, the right and easement to enter upon the Common Properties and those Lots which are situated along the perimeter of the Property and/or the Common Properties, as shown on a Final Plat, or the Lots adjacent to a thoroughfare, for the purpose of exercising the discretionary rights set forth in this Article IV.

Section 4.4 Declarant's and the Association's Discretion.

Notwithstanding any provisions herein to the contrary, neither Declarant nor the Association shall ever be obligated to erect, install, maintain, repair or replace any fences, walls, sprinkler systems, grading, planting or landscaping on the Property.

Section 4.5 Development Period Limitation.

The provisions of this Article IV regarding Declarant's rights shall terminate and be of no further force and effect from and after the expiration of the Development Period. The rights of the Association shall continue throughout the term hereof.

**ARTICLE V
LOT MAINTENANCE BY OWNERS**

Section 5.1 Lot Maintenance.

After the installation of the landscaping on a Lot by a Builder, the Owner of the Lot shall thereafter maintain the yard in a sanitary and attractive manner, including adequate watering and immediate replacement of dead vegetation and trees (provided, however, the Owner may receive an extension for the replacement of trees and shrubs if favorable planting conditions do not exist), and shall edge the street curbs that run along the Lot boundary lines. Yards must be kept mowed and trimmed at regular intervals so as to maintain the Lot in a neat and attractive manner. No vegetables shall be grown in any portion of a Lot yard that faces a street or is not screened by fencing built in accordance with the terms hereof. Grass shall not be permitted to grow to a height of greater than four inches (4") upon any Lot.

Section 5.2 Maintenance of Improvements.

Each Owner shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and repair at all times, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, down spouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner. All fences shall be kept neat, clean and in good repair. Any fence which is broken, including fallen panels, damaged, leaning, or otherwise not in good repair shall be immediately repaired.

**ARTICLE VI
ENFORCEMENT**

Section 6.1 Special Enforcement Rights of the Board of the Association.

In the event an Owner or such Owner's guest, invitee, or tenant, fails to comply with any provision of this Declaration or the Design Guidelines, including but not limited to any requirement contained in Article V, then, prior to the Board or the Association enforcing the compliance of such failure or seeking against such Owner remedies in accordance with this Declaration (or such other remedies as may be available to the Board and/or the Association at law or in equity), the Board shall first be obligated to give such Owner a minimum of one (1) notice of such failure and a reasonable time of not less than ten (10) days after the date of such notice in which to cure such violation or failure. If the Owner shall not have corrected such failure within the time given, the Board of Directors shall have the right but not the obligation, to assess monetary fines and enter upon the Lot and to bring the Lot, and any improvements thereon, into full compliance with this Declaration or the Design Guidelines. All costs and expenses incurred by the Association in connection with correcting any such failure shall be borne by the Owner. If any Owner does not promptly reimburse the Association for all such costs, expenses and violation fines assessed after receipt of written request for same, the Board shall have the right to assess the Owner for same plus interest, such Assessment, interest and fines being a Special Individual Assessment under the provisions of Section 10.6 below. Monetary fines may be levied in lump sums or in increments notwithstanding, there shall be a maximum fine of \$750.00 levied for each individual violation and a minimum fine of not less than \$50.00 regardless of whether the fine is levied in a lump sum or in increments. Each occurrence shall constitute a new violation regardless of whether it is a repeat violation or not.

Section 6.2 Enforcement.

In addition to but not in lieu of the enforcement rights set forth in Section 6.1, the Board of Directors may impose sanctions for violation of this Declaration (including any rules, guidelines or standards adopted pursuant to the Declaration) in accordance with the applicable procedures set forth in any policy or procedure adopted by the Board. Such sanctions may include all remedies available at law and/or in equity and all remedies herein, including, without limitation, the following:

(a) Fines. The Board of Directors may impose monetary fines up to \$750.00 per violation occurrence which shall constitute a lien upon the Owner of the Lot related to or connected with the alleged violation. The Owner shall be liable for the actions of any occupant, guest, or invitee of the Owner of such Lot. The Board may send a violation notice to an Occupant or Tenant if they deem it in the best interest to do so and may impose monetary fines upon an Occupant or Tenant notwithstanding, if the Occupant or Tenant does not pay the fine within thirty (30) days of notice of fine, the Owner will be responsible for the payment of the fine imposed upon its Occupant or Tenant.

(b) Suspension of Voting Rights. The Board of Directors may suspend an Owner's right to vote to the maximum extent permitted under applicable law.

(c) Suspension of Rights to Use the Common Properties. The Board of Directors may suspend any person's or entity's right to use any recreational facilities within the Common Properties; provided, however, nothing herein shall authorize the Board of Directors to limit ingress or egress to or from a Lot.

(d) Right to Require Removal. The Board of Directors may require an Owner, at the Owner's expense, to remove any dead tree or landscaping from an Owner's Lot and to restore or install the necessary trees or landscaping and, upon failure of the Owner to do so, the Board of Directors or its designee shall have the right to enter the Lot, remove and cure the violation without such action being deemed a trespass and charge the costs thereof to the Owner's account as a Special Individual Assessment in accordance with Section 10.6 below.

(e) Levy Special Individual Assessment. The Board of Directors may levy a Special Individual Assessment in accordance with Section 10.6 as a violation fine and/or to cover costs incurred by the Association in bringing a Lot into compliance with this Declaration or the Design Guidelines. Owners leasing or renting their residences shall be responsible for their occupants/tenants. All fines shall be the responsibility of Owner to pay.

(f) Lawsuit: Injunction or Damages. The Board of Directors may bring a suit at law or in equity to enjoin any violation or to recover monetary damages, or both.

Failure by Declarant or the Board of Directors, to enforce any covenant, condition, agreement or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to the Association's enforcement rights, this Declaration may be enforced by any aggrieved Owner.

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case: (i) the Association's position is not strong enough to justify taking any or further action; (ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to

justify expending the Association's resources; or (iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

ARTICLE VII AMENDMENT AND TERMINATION

Section 7.1 Amendment.

This Declaration may be amended by Declarant at any time during the Development Period, for any reason, without the consent or joinder the Board, the Association, the other Owners, or any other party, and without the need to call a meeting of the Association, but in any case subject to the rights of KB Home and Pulte under Article XVI to approve such amendment. In addition to the foregoing, the Declaration may be amended by an instrument containing such amendment(s) and recorded in the Official Public Records of the County, provided, that (i) during the period Declarant owns at least one Lot, no such amendment shall be valid or effective without the joinder and consent of Declarant and (ii) such amendment shall first be approved by the affirmative vote or written consent of the Association's Members representing at least 67% of the votes in the Association voting, in person or by proxy, at a duly convened meeting of the Association. Furthermore, Declarant or the Board may, at its sole discretion and without a vote or the consent of any other party, modify, amend, or repeal this Declaration:

- (a) as necessary to bring any provision into compliance with or to satisfy the requirements of any applicable statute, governmental rule, regulation, or judicial determination;
- (b) to enable a reputable title insurance company to issue title insurance coverage on the Lots;
- (c) as necessary to comply with the requirements of VA, or HUD (Federal Housing Administration), FHLMC or FNMA or any other applicable governmental agency or secondary mortgage market entity; or
- (d) as necessary for clarification or to correct technical, typographical or scrivener's errors;

provided, however, any amendment pursuant to clause (a), (b) and/or (c) immediately above must not have a material adverse effect upon any right of any Owner unless consent of such adversely affected Owner(s) is obtained in writing. Any amendment to this Declaration must be recorded in the Real Property Records of the County.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant or the Class B Members, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that the Owner has the authority to

consent, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 7.2 Termination.

At any time, the Owners may terminate and extinguish this Declaration in its entirety by executing an instrument terminating this Declaration and recording same in the Official Public Records of the County, provided, however, that (i) for the period in which Declarant owns at least one Lot, no such termination shall be valid or effective without the joinder and consent of Declarant and (ii) such termination and extinguishment shall first be approved by the affirmative vote or written consent of the Association's Members representing at least 75% of the votes in the Association.

**ARTICLE VIII
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 8.1 Membership.

Every Owner of a Lot shall automatically be a Member of the Association. Membership shall be appurtenant to each Lot, shall run with title to each Lot, and may not be separated from ownership of any Lot which is subject to Assessment hereunder. Membership is mandatory and is not contingent upon the existence of or construction of any common element or amenity.

Section 8.2 Classes of Membership.

The Association shall have two (2) classes of voting membership:

(a) **CLASS A.** Class A Members shall all be Members with the exception of the Class B Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership; provided, however, that in the event that more than one (1) person holds such interest or interests in any Lot, even though all such persons shall be Members, there shall be only one (1) vote for such Lot, which shall be exercised as they, among themselves, determine (but in no event shall more than one (1) vote be cast with respect to any such Lot).

(b) **CLASS B.** The Class B Member shall be Declarant. Until such time as 95% of the maximum number of Lots planned or approved for the Property have been conveyed to Class A Members other than Declarant or Builders who purchase Lots for development and sale, the Class B Members shall determine or may limit the responsibilities of the Board and Class B Members shall have twenty (20) votes for each Lot such Class B Member owns until such time as control of the Association vests in the Class A Members. Class B Members shall convert into Class A Members upon the sale of more than 95% of the maximum number of Lots planned or approved for the Property to Owners other than Declarant. After such time, the Class B Members shall be a Class A Member entitled to one (1) vote for each Lot it owns. In determining the number of Lots

owned by Declarant for the purpose of Class B membership status hereunder, the total number of Lots covered by this Declaration, including all Lots added to the Property as additional land in accordance with Article XIV hereof shall be considered. In the event the Class B membership has previously lapsed as provided above, but inclusion of additional property into the Property subject to this Declaration restores the ratio of Lots owned by Declarant to the number required for Class B membership status, such Class B membership shall be reinstated until it expires pursuant to the terms hereof.

Section 8.3 Quorum and Notice Requirements.

(a) Except as expressly provided herein to the contrary, any action of the Members shall require the assent of a majority of the votes of those Association Members who are present at a meeting, in person or by proxy, written notice of which shall be given to all Members not less than ten (10) days nor more than forty-five (45) days in advance of such meeting.

(b) A quorum is required for any action referred to in Section 8.3(a) and, unless otherwise provided, for any action for which a percentage vote at a meeting is required. A quorum shall be determined as set forth in this Section 8.3(b). The first time a meeting is called, whether regular or special, the presence at the meeting of Members, in person or by proxies, entitled to cast at least ten percent (10%) of all of the votes of the Association's Members, without regard to class, shall constitute a quorum. If the required quorum is not present at the initial meeting, additional meetings may be called, subject to the notice requirement hereinabove set forth, and the required quorum at such subsequent meeting(s) shall be one-half (1/2) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (although the quorum requirement shall be reduced for each such meeting, in no event shall a quorum be less than one-tenth (1/10) of the aggregate number of votes of Members, both classes taken together, of the Association). At such adjourned or subsequent meeting at which a quorum shall be present or represented, any business may be transacted which may have been transacted at the meeting as originally notified.

(c) Except as specifically set forth in this Declaration, notice, voting and quorum requirements of any action to be taken by the Association shall be set forth in its Bylaws, as same may be amended from time to time.

Section 8.4 Right of Inspection.

Each Owner shall have the right to inspect the financial records and books of the Association, during normal business hours and at the place where such books are kept, upon reasonable prior written notice to the Association stating a proper purpose in accordance with Section 209.005 of the Texas Property Code, as amended, and pursuant to any open records policy established by the Association.

ARTICLE IX THE COMMON PROPERTIES

Section 9.1 Initial Common Properties.

The Common Properties may include but are not limited to, and by way of illustration only, all aspects of the entry features, entry monuments and walls, landscaping, irrigation for same and the land on which such entry features are situated, retention ponds, screening walls, pocket parks, a clubhouse and associated recreational amenity, gates, fences, fountains and other structures, whether or not shown on a Final Plat, or as deemed necessary by Declarant, each as may be leased, maintained or owned by the Association. The foregoing list is intended to illustrate examples of Common Properties and under no circumstance shall such list impose any obligation on Declarant or the Association to purchase, install or construct any such features or amenities. The Common Properties may hereafter include any neighborhood parks or other improvements or land conveyed to or leased by the Association for the use and benefit of the Owners. **Membership in the Association and payment of Assessments are not contingent upon the existence of or the building or supplying of Common Properties by Declarant or the Association.** Membership is mandatory.

Section 9.2 Additional Common Properties.

Additional property may be added to the Common Properties hereunder upon the sole discretion of Declarant during such time as Declarant owns at least one (1) Lot. Thereafter, additional property may be added to the Common Properties hereunder upon the affirmative vote of sixty percent (60%) of the votes of those Association Members who are voting, in person or by proxy, at a meeting duly called for such purpose.

Section 9.3 Acceptance and Control of Common Properties.

Declarant, or any third-party at the request of Declarant, may transfer to the Association, and the Association shall accept as Common Properties upon such conveyance and/or transfer from Declarant, personal property and/or fee title or other property interests in any improved or unimproved real property included within the property described in **Exhibit A-1, Exhibit A-2** or any other real property made subject to this Declaration and included in the Property now or in the future. Upon Declarant's written request, the Association shall transfer back to Declarant any unimproved real property originally conveyed to the Association for no payment, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

Section 9.4 Extent of Members' Easement in the Common Properties.

Each Member shall have a right and easement of access, use and enjoyment in and to the Common Properties which is subject to the following:

- (a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties;

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(c) The right of the Association to (i) suspend the voting rights of any Member to the maximum extent permitted under applicable law, and/or (ii) to suspend the right of any individual to use any of the Common Properties and/or common facilities/amenities, for any period during which any Assessment against a Lot resided upon or owned by such individual remains unpaid, and for any period for an infraction of the rules and regulations of the Association, the Declaration, the Design Guidelines and/or other Governing Documents; and

(d) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities on the Common Properties, if any such recreational facilities are ever constructed.

Section 9.5 Dedication of the Common Properties.

The Board of Directors shall have the right at any time to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and upon such conditions as the Board of Directors may determine.

Section 9.6 Maintenance of Common Properties.

The Association shall be obligated to maintain the Common Properties and other amenities and improvements thereon and which are a part thereof in accordance with the terms of this Declaration and/or the Governing Documents. In no event shall Declarant be obligated to erect, install, maintain, repair or replace any Common Properties and other amenities and improvements thereon and which are a part thereof after initial construction thereof by Declarant.

**ARTICLE X
COVENANT FOR ASSESSMENTS**

Section 10.1 Creation of the Lien and Personal Obligation of Assessments.

Each Owner hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (or to a mortgage company or other collection agency designated by the Association) the following: (a) annual assessments or charges (the "Annual Assessments"); (b) acquisition assessments levied and charged upon the acquisition of a Lot by an Owner, other than Declarant, for working capital reserves (the "Working Capital Contributions"); (c) special assessments for capital improvements (the "Special Assessments"); (d) individual special assessments (including, without limitation interest and fines) levied against individual Owners for violations of the Declaration, Design Guidelines or the Community-Wide Standard or to reimburse the Association for extra costs for maintenance and

repairs caused by the willful or negligent acts of the individual Owner, his tenant(s) occupying his Lot, if applicable, and their respective family, agents, guests and invitees, or for costs incurred by the Association resulting from any Owner failing to comply with the terms and provisions hereof ("Individual Special Assessments"). The Annual Assessments, Working Capital Contributions, Special Assessments and Individual Special Assessments are herein generally referred to as an "Assessment" and collectively (whether two or more) as the "Assessments." All such Assessments shall be fixed, established and collected as hereinafter provided. Furthermore, each Owner hereby covenants and agrees to pay the Association (or to a mortgage company or other collection agency designated by the Association) the Assessments due or owing hereunder, and the payment of such Assessments is not contingent upon the existence of or the building or promise of amenities or common elements.

The Assessments, together with such interest thereon, from time to time, and at the sole discretion of the Board, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such Assessment is made. Each such Assessment, together with late charges, collection costs, such interest thereon and cost of collection thereof, including attorneys' fees, as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the Assessment fell due.

Fines, not to exceed \$100.00 per day, per violation occurrence, shall be assessed upon the expiration of a reasonable time after the date notice of such violation was sent to the violating Owner. In all instances of violations, the Owner shall be responsible for correcting such violation within ten (10) days notwithstanding, the Board or the Association's managing agent may extend additional time on a case by case basis, depending on the nature and/or extremity of the violation. Such notice, regardless as to whether the residence is occupied by the Owner or a tenant shall be sent by regular U.S. Mail to the address on file. It is the Owners responsibility to ensure the Association is provided with up to date mailing address information at all times. The lien provided for herein shall secure payment of fines not timely paid and the Owner shall also have personal liability for the payment of same.

Section 10.2 Purpose of Assessments.

The Assessments levied by the Association shall be used as follows: (a) for the purpose of promoting the interests of the Association and the recreation, health and welfare of the residents of the Property, and in particular for the improvement and maintenance of all Common Properties, and/or amenities or common elements which are a part thereof, including but, not limited to: the entry ways or any other properties, services and facilities devoted to this purpose and comprising or directly relating to the use and enjoyment of the Common Properties, including, but not limited, to the payment of taxes on and insurance in connection with the Common Properties, and the repair, replacement and additions thereto; (b) for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; (c) for carrying out the duties of the Board of Directors of the Association as set forth in Article XI hereafter including, but not limited to, the payment by the Association of all Assessments and charges payable in connection with sewer, water and garbage pickup services and the installation and maintenance of lighting

(if any) of the Common Properties; (d) for paying the cost of maintenance of the monument sign for the Property, if any, in the event the appropriate governmental authority refuses to maintain the same; or (e) for carrying out the purposes of the Association as stated in its Certificate of Formation. *The list above is not intended to be construed as an all inclusive list, but is provided for informational purposes based on the most common expenses incurred by property owners' associations similar to the Association.*

Section 10.3 Basis and Amount of Annual Assessments.

(a) The Board of Directors may fix the Annual Assessment at any amount equal to or less than the maximum Annual Assessment for that year, as herein below provided. The maximum Annual Assessment for each Lot for the years 2017 shall be **Four Hundred Fifty and No/100 Dollars (\$450.00)**. Commencing with the year 2018 and each year thereafter, the Board of Directors may set the amount of the maximum Annual Assessment for that year (and for following years) for each Lot provided that the maximum Annual Assessment may not be increased more than twenty-five percent (25%) above the maximum Annual Assessment for the previous year without a vote of the membership taken in accordance with the provisions of Section 10.3(b); provided that as long as KB Home or Pulte owns any Lot within the Subdivision, the amount of Annual Assessments will not be increased by more than twenty percent (20%) per annum without the prior written consent of KB Home and Pulte (as applicable), which may be granted, denied or conditioned in KB Home's or Pulte's (as applicable) sole and absolute discretion.

(b) Subject to approval by KB Home and Pulte as provided in Section 10.3(a), commencing with the year 2018, and in each year thereafter, the Board of Directors may set the maximum annual assessment for the following year for each Lot at an amount more than twenty-five percent (25%) above the maximum Annual Assessment for the previous year; provided that any such increased assessment shall be approved by the affirmative vote of fifty-one (51%) of the votes of those Association Members who are voting, in person or by proxy, at a meeting duly called for such purpose.

Section 10.4 Working Capital Contributions; Transfer Fees.

(a) At any time record title is transferred to an Owner (excluding Declarant or a Builder), a Working Capital Contribution shall be paid to the Association by such Owner at closing in the amount of **Three Hundred and No Dollars (\$300.00)** for each Lot acquired. Working Capital Contributions shall be in addition to, not in lieu of, any other Assessment provided for herein. Working Capital Contributions are not refundable and shall be available for all necessary expenditures of the Association as determined by the Board, including, without limitation, operating expenses of the Association and/or capital expenses. As long as KB Home or Pulte owns any Lot within the Property, the amount of Working Capital Contribution will not be increased by more than twenty percent (20%) per annum without the prior written consent of KB Home and Pulte (as applicable), which may be granted, denied or conditioned in KB Home's or Pulte's sole and absolute discretion.

(b) In addition to the foregoing, and as part of and an additional Assessment hereunder, the Association or its managing agent may charge a transfer fee in a reasonable amount not to exceed Six Hundred and No/100 Dollars (\$600.00) per Lot being transferred and/or conveyed, for producing a Resale Certificate and documents of the Association as required under the Texas Property Code, such transfer fees to be paid no later than closing of the sale of any Lot to a new Owner (excluding Builders). The Association or its managing agent shall not be required to issue a Resale Certificate until payment of the transfer fee has been received by the Association or its managing agent, as applicable. For the purpose of clarity, be it known that if the Association employs a managing agent, the Association does not pay the managing agent for transfer fees or for the production of a resale certificate, and these fees shall be directly due and owing to the managing agent by each transferring Owner. The production of a Resale Certificate and the transfer of an estate from one Owner to another is a time consuming and tedious process; therefore, the Association or its managing agent may, and probably will, charge such fees. Transfer fees are not refundable and may not be regarded as a prepayment of credit against any other Assessments, and are in addition to the Working Capital Contribution due under Section 10.4(a) above.

Section 10.5 Special Assessments.

The Association may also levy in any calendar year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, maintenance, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; provided that during the Declarant Control Period, no Member may veto any Special Assessment levied by the Board, and from and after the expiration of the Declarant Control Period, any such Special Assessment in excess of the then current Annual Assessment shall be approved by the affirmative vote of fifty-one percent (51%) of the votes of those Association Members who are voting, in person or by proxy, at a meeting duly called for such purpose. For as long as KB Home or Pulte owns a Lot in the Subdivision, no Special Assessments will be imposed without the prior written consent of KB Home and Pulte (as applicable), which may be granted, denied or conditioned in KB Home's or Pulte's sole and absolute discretion.

Section 10.6 Special Individual Assessments, Interest and Fines.

In the event that any Owner fails to comply with the provisions of this Declaration, the Design Guidelines or the Community-Wide Standard and/or the Association incurs any cost or expense in either enforcing said provisions against any such Owner or in carrying out the obligations of any such Owner, the Association shall have the right to assess against such Owner and the Lot of such Owner a special individual assessment in the amount of all such costs incurred by the Association plus interest and/or in the amount of any violation fine(s) levied by the Board. Special Individual Assessment, interest which may be charged from time to time and at the sole discretion of the Board, and fines charged hereunder are to be paid by the applicable Owner upon demand by the Association.

Section 10.7 Uniform Rate of Assessments.

Both Annual Assessments and Special Assessments (excepting therefrom Special Individual Assessments) shall be fixed at a uniform rate for all Lots; provided, however, that Lots owned by a Builder will only be subject to fifty percent (50%) of the Annual Assessment rate and Special Assessment rate, if applicable, established for each Lot owned by a Builder, until such Lot is transferred to a Owner who is an end-use homebuyer.

Section 10.8 Date of Commencement and Due Dates of Assessments.

The obligation to pay Assessments commences as to each Lot: (a) upon acquisition of record title to a Lot by the first Owner thereof other than Declarant; or (b) the month in which the Board first determines a budget and levies Assessments pursuant to this Article, whichever is later. The initial Annual Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot. Annual Assessments shall be payable in advance on the first (1st) business day of each January; provided, if the Board so elects, annual assessments may be paid in monthly, quarterly, or semi-annual installments. The Board may require advance payment of all or any portion of the Annual Assessment at closing of the transfer of title to a Lot. The due date or dates, if it is to be paid in installments, of any Special Assessment under Section 10.5 shall be fixed in the respective resolution authorizing such Special Assessment.

Section 10.9 Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Only if such Assessment is an amount different from that charged for the previous year, written notice of the Assessment shall thereupon be delivered or mailed to every Owner subject thereto (according the Association's then current records).

(c) The Board of Directors shall, upon demand, cause to be furnished to any Owner liable for said Assessments a certificate in writing signed by an officer or agent of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board or the Association's managing agent for the issuance of such certificates.

Section 10.10 Assessment Lien to Secure Charges and Assessments.

All Assessments, interest, which may be charged from time to time, at the sole discretion of the Board, late charges, collection fees and attorneys' fees, as provided for herein, shall constitute and be secured by a separate and valid and subsisting assessment lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements and fixtures

thereon, for the benefit of the Association. Notwithstanding any other provision hereof, the lien to secure the payment of Assessments or any other sums due hereunder and any other lien which the Association may have on any Lot pursuant to this Declaration shall be subordinate to the lien or equivalent security interest of any first lien mortgage or deed of trust on any Lot. Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings in which the Association has been made a party, shall extinguish the liens securing maintenance charges or Assessments or any other sums due hereunder which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing Assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges or Assessments which become due prior to such foreclosure be extinguished by any foreclosure, nor shall the lien for future Assessments or charges be affected in any manner.

Section 10.11 Effect of Nonpayment of Assessment.

If any Assessment is not paid within thirty (30) days from the due date thereof, the same shall bear interest from time to time, at the sole discretion of the Board, from the due date until paid at the highest nonusurious rate allowed under the laws of the State of Texas, or other applicable law, or if no such limitation imposed then at the rate of fifteen percent (15%) per annum, and if placed in the hands of an attorney for collection or if collected through probate or other judicial proceedings, there shall be reimbursed to the Association its reasonable attorneys' fees. Should any Assessment provided for herein be payable in installments, the Association may accelerate the entire Assessment and demand immediate payment thereof. In addition, a late charge shall be assessed against the non-paying Owner for each month that any Assessment remains unpaid. The late charge shall be in the amount of **Twenty-Five and No/100 Dollars (\$25.00)** per month and shall serve to reimburse the Association for administrative expenses and time involved in collecting and processing delinquent Assessments. The Association's managing agent shall be entitled to charge an Owner a monthly collection fee in the amount of **Fifteen and No/100 Dollars (\$15.00)** to compensate managing agent for its efforts in collecting delinquent Assessments. Bank fees charged to the Association for insufficient funds or for any other reason shall be billed back to the Owner's account in full and shall be payable to the Association immediately upon request. The Association, in the Board's sole discretion, shall have the right to waive any part of or all of such interest and/or fees owed only to the Association. Late charges, collection fees and other costs of collections may be reviewed by the Board and are subject to increase and/or change periodically based on the costs involved with such collection efforts. The Association through Declarant or its Board, or any managing agent, may report delinquent Owners to any credit reporting agency.

The Association or its managing agent shall be entitled to reimbursement for collection efforts such as but, not limited to demand letters, routine monthly collection actions, payment plan set up and monthly monitoring, processing and handling of certified or certified, return receipt mailings, and credit reporting. The Association, in the Board's discretion, shall have the right to waive any part of or all of such interest and/or fees owed only to the Association.

Section 10.12 Collection and Enforcement.

The Association shall have a lien on each Lot securing payment of any Assessment, together with interest thereon as provided herein, reasonable attorneys' fees, late charges, collection fees and costs incurred in the collection of same and the enforcement of said lien. The Board of Directors shall take such action as it deems necessary to collect Assessments and may settle and compromise the same if deemed appropriate in the exercise of the Board's business judgment. Such liens shall be effective as and in the manner provided for herein and shall have the priorities established in this Declaration.

The Board of Directors may bring an action at law against any Owner personally obligated to pay an Assessment or foreclose the lien against such Owner's Lot, or both, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Board of Directors of the Association or its agent the right and power to bring all actions against such Owner personally for the collection of such Assessments as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including, but not limited to, nonjudicial foreclosure pursuant to Texas Property Code Section 51.002 in force and effect on the date of this Declaration, or in accordance with the prescribed manner for foreclosure of deed of trust liens provided by any future amendment to such Section 51.002 or any other statute or article enacted in substitution therefore, and such Owner hereby expressly grants to the Board of Directors a private power of sale in connection with said lien. The Board is hereby appointed trustee, unless and until the Board of Directors shall designate a substitute or successor trustee, as hereinafter provided, to post the required notices as provided by law and conduct such foreclosure sale. The lien provided for in this Section shall be in favor of the Association and shall have the same effect as though each Owner had expressly granted to the Association a deed of trust lien as well as a security interest in said Lot to secure the payment of the Assessments provided for herein. In addition to such notices as required by the aforesaid statute, the trustee shall mail to the Owner of a Lot for which the Assessment has not been paid, a copy of the notice of Assessment lien prior to the date any notice of sale is posted, by certified, return receipt requested, at the Lot or such other address as the Board has been advised in writing for receipt of notices under this Declaration. Notwithstanding the foregoing, any mandatory foreclosure requirements of Section 209 of the Texas Property Code shall be adhered to by the foreclosing entity.

At any foreclosure, judicial or nonjudicial, the Association shall be entitled to bid up to the amount of its lien, together with costs and attorneys' fees, and to apply as cash credit against its bid all sums due the Association covered by the lien foreclosed. All foreclosure sales provided for herein shall be subject to any then existing statutory right of redemption in favor of the former Owner. From and after any such foreclosure, the former Owner or Owners, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the purchaser at such sale, and in the event of their failure to surrender possession of said property upon demand, the purchaser, or his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such Lot, or any part thereof, is situated. The Board of Directors in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act in the place of the trustee without any formality other than the designation in

writing of a substitute or successor trustee; and the authority hereby conferred by the Board of Directors shall extend to the appointment of other successor and substitute trustees successively until the delinquent Assessment or Assessments have been paid in full, or until said property is sold, and each substitute and successor trustee shall succeed to all the rights and powers of the original trustee appointed by the Board of Directors or its agents.

Section 10.13 Homestead.

By acceptance of a deed thereto, the Owner and spouse thereof, if married at the time of the conveyance or subsequently married, of a Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may other be available by reason of the homestead exemption provisions of Texas law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but construed in its favor.

Section 10.14 Omission of Assessments.

The omission of the Board of Directors, before the expiration of any calendar period, to fix the Assessments hereunder for that or the next calendar period, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the Assessments, or any installment thereof for that or any subsequent calendar period, but the Assessment fixed for the preceding calendar period shall continue until a new Assessment is fixed or levied by the Board.

Section 10.15 Maintenance Fund; Reserve Fund.

(a) The Association may, but is not obligated to, establish and maintain a reserve fund for the periodic maintenance of the Common Properties. Subject to the provisions of Section 10.3 above, the Board may at any time ratably increase or decrease the amounts of regular Annual Assessments in accordance with this Declaration to such level as shall be reasonably necessary in the judgment of the Board to cover obligations of the Association under this Declaration, including provisions for reasonable reserves. So long as the Board exercises business judgment in determining the amount or necessity of the reserve fund, the amount held in reserves shall be considered adequate. Notwithstanding anything to the contrary contained in this Declaration, the establishment of reserves or a reserve fund during the Development Period is not required, however, from and after the expiration of the Development Period, the Board shall establish a reserve fund to be funded from Annual Assessments or by way of Special Assessments should the circumstances warrant.

(b) From and after the expiration of the Development Period, the Association through its Board may establish a reserve fund for the initial operation of the Common Properties in such amount as the Board shall determine.

Section 10.16 Exempt Property.

The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (a) All properties within the Property dedicated and accepted by the local public authority and devoted to public use; and
- (b) During the Development Period, all Lots and other portions of the Property owned by Declarant; and
- (c) All Common Properties.

Section 10.17 Declarant Subsidy.

Declarant may, but shall not be obligated to, pay a subsidy to the Association (in addition to any amounts paid by Declarant under Section 10.18 below) in order to reduce or meet the expenses of the Association. Notwithstanding the foregoing, any such subsidy shall be disclosed as a line item in the income portion of the budget. The subsidy may be treated by Declarant, in its sole discretion, as a loan from Declarant to the Association or as an advance against future Assessments due or as a contribution. Declarant has the right to demand and the Association has the obligation to use funds available to the Association from other sources such as the reserve fund or Working Capital Contributions collected to repay or reimburse Declarant for any such loans or subsidies made. Notwithstanding the terms of this Declaration, including this Section 10.17, for as long as KB Home or Pulte owns any Lot in the Subdivision, Declarant will not make any loan or subsidy to the Association (or treat any subsidy as a loan) without the prior written approval of KB Home and Pulte (as applicable), which approval may be granted, denied or conditioned in KB Home's or Pulte's (as applicable) sole and absolute discretion.

Section 10.18 Declarant's Assessment.

Notwithstanding any provision of this Declaration or the Certificate of Formation, Bylaws or other Governing Documents to the contrary, during the Development Period Declarant may, on an annual basis, elect either to pay one half (1/2) of the amount of Annual Assessments on Declarant's unsold Lots or pay as a subsidy or loan by Declarant to the Association in accordance with Section 10.17 above, the difference between: (a) the Association's operating expenses otherwise to be funded by Annual Assessments (after applying all income received by the Association from other sources), and (b) the sum of the revenues of the Association from all sources.

Upon sixty (60) days notice to the Association, Declarant may change its election hereunder during the fiscal year. "All sources" includes, but is not limited to, revenues from the operation of Common Properties, capital contributions, accounting service fees, property management fees, guest fees, user fees, and the Assessments levied against the owners of Lots, other than Declarant. Such difference, herein called the "deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or

Special Assessments, and Declarant shall not be responsible, in any event, for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. Any sums paid by Declarant to the Association to fund the "deficiency" or any sums paid by Declarant to the Association in excess of the annual assessment otherwise due on Declarant's unsold Lots may be considered by Declarant to be the payment of a subsidy to the Association pursuant to Section 10.17 of this Article. Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" consideration of services or materials, or by a combination of these. After termination of the Development Period, Declarant shall pay Assessments on its unsold Lots in the same manner as any other Owner.

**ARTICLE XI
GENERAL POWERS OF THE
BOARD OF DIRECTORS OF THE ASSOCIATION**

Section 11.1 Power and Duties.

Except as provided in Article XII below, the Board, for the benefit of the Association, the Property and the Owners shall have the right to do all things which are necessary or advisable in connection with enforcing the provisions of this Declaration. Such powers shall include, but shall not be limited to, the following:

(a) Paying assessments and charges for sewer, water and garbage pickup services for the Properties, if any, the installation and maintenance charges for street lighting for the Property, if any, and taxes, assessments and other charges which shall properly be assessed or charged against the Common Properties.

(b) Performing maintenance on the Common Properties which may include, without limitation, the following: (i) maintenance of any driveways, private roadways, jogging paths, walkways and sidewalks; (ii) maintenance of grounds, including care of trees, shrubs and grass, lighting systems, sprinkler systems (if installed) and similar facilities on the Common Properties; and (iii) maintenance of the entry monument(s) and any screening walls or fences constructed around the perimeter of the Property; provided, further, that in the event that the need for maintenance or repair is caused through the willful or negligent act of any Owner, his family, his guests or invitees, or tenants or occupants, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

(c) Managing and maintaining the Common Properties and full maintenance of a utility service for the Common Properties; the furnishing and upkeep of any desired personal property for use in the Common Properties.

(d) Purchasing a policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association, in an amount not less than \$250,000.00 to indemnify against the claim of one person, \$500,000.00 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$50,000.00 per occurrence; which policy or policies

shall contain an endorsement providing that the rights of the named insured shall not be prejudiced with respect to actions against other named insured's; provided, that under no circumstances shall the Board be authorized to provide or pay for fire, casualty, or other insurance insuring the interest of any Owner in his Lot. Declarant and the Association's managing agent, if any, shall be named as "additional insured" on any policies of insurance obtained by the Association.

(e) Executing all replats of the Property and all declarations of ownership for tax assessment purposes with regard to the Common Properties on behalf of all Owners.

(f) Borrowing funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(g) Entering into contracts, maintaining one or more bank accounts, and generally exercising all the powers necessary or incidental to the operation and management of the Association, expressly including the power to enter into management and maintenance contracts. Contracts entered into by Declarant may have stricter or differing termination clauses. The Board may not terminate any contract during the Declarant Control Period without the express written consent of Declarant.

(h) Protecting or defending the Common Properties from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

(i) Making reasonable rules and regulations for the operation of the Common Properties and amend them from time to time, provided that any rule or regulation may be amended or repealed by a majority vote of those Members present, in person or by proxy, at a meeting called for such purpose (without limiting the generality of the foregoing language, the rules and regulations may provide for limitations on use of the Common Properties during certain periods by youthful persons, visitors or otherwise).

(j) Adjusting the amount, collecting and using any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, assessing the Members in proportionate amounts to cover the deficiency.

(k) Enforcing the provisions of this Declaration, the Design Guidelines, any Community-Wide Standard, and any rules made hereunder, including any supplement or amendment hereto, and to enjoining and seeking damages from any Owner for violation of such provisions or rules.

(l) Exercising the rights granted to the Association in this Declaration, including, without limitation, all rights of the Board, the Association, and the ACC relating to architecture, design, and construction review and inspections under Article III.

The Association may exercise any right or privilege given to it expressly or by reasonable implication by this Declaration, the Bylaws, or the Certificate of Formation, and may take action reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically

provided in such documents or by law, all of the Association's rights and powers may be exercised by the Board without a vote of the membership.

The Board may institute, defend, settle, or intervene on the Association's behalf in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Properties, enforcement of this Declaration, or any other civil claim or action. However, the Board shall exercise business judgment in determining whether to take any such action under particular circumstance and shall have no legal duty to institute litigation under any circumstances on behalf of or in the name of the Association or the Members.

Section 11.2 Board Power, Exclusive.

The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. Declarant and the Association's managing agent, if any, shall be named as "additional insured" on any policies of insurance obtained by the Board on behalf of the Association.

Section 11.3 Owner's Obligations to Repair.

Except for those portions of each Lot constituting the Common Properties, each Owner shall at his sole cost and expense, maintain and repair his Lot and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and such improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right but not the obligation, subject to the notice and cure provisions of Section 6.1 above, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any Assessments hereunder when due.

Section 11.4 Maintenance Contracts with Owners.

The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by or for the Association of services pursuant to the terms hereof (including, but not limited to, the maintenance and repair of fences owned by any such Owner), such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and to the best interest of the Association; provided, however, that same must be commercially reasonable in all circumstances.

Section 11.5 Liability of the Board of Directors and other Persons.

The Association shall indemnify every officer, director, and committee member, Declarant, and any managing agent of the Association, for from and against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors at the time of such settlement) to which he or she may be a party by reason of being or having been an officer, director, or committee member, Declarant or managing agent.

OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS SHALL NOT BE LIABLE FOR ANY MISTAKE OF JUDGMENT, NEGLIGENCE OR OTHERWISE, EXCEPT FOR THEIR OWN INDIVIDUAL WILLFUL MISFEASANCE, MALFEASANCE, MISCONDUCT, OR BAD FAITH. The Association's officers, directors, committee members, and managing agents, and Declarant, and its officers, directors, managers, members or other constituent parties (the "Indemnified Parties") shall have no personal liability with respect to any contract or other commitment made or action taken or not taken in good faith on behalf of the Association. The Association, as a common expense of the Association, shall indemnify and forever hold each such Indemnified Party harmless for, from and against any and all liability to others on account of any such contract, commitment, inaction or action. This right to indemnification shall not be exclusive of any other rights to which any present or former Indemnified Party may be entitled. The Association shall, as an Association expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available. Declarant and the Association's managing agent, if any, shall be named as "additional insured" on any such policies of insurance obtained by the Association.

Section 11.6 Notice and Hearing Procedures Prior to the Initiation of Certain Types of Actions by the Association.

Except as set forth in paragraph (c) below, prior to filing suit to enforce the provisions of this Declaration, the Design Guidelines, any Community-Wide Standard or rules promulgated hereunder, the Association shall comply with the notice and hearing procedures set forth in subsections (a) and (b) below.

(a) Notice. The Association shall serve the alleged violator with a minimum of one (1) written notice describing (i) the nature of the alleged violation, (ii) the action which the Association proposes or intends to take unless the violation is corrected within a reasonable time (reasonable time being not less than ten (10) days and not more than twenty (20) days for each notice) after the date of the written notice, and (iii) a period of not less than thirty (30) calendar days within which the alleged violator may present a written request for a hearing. The Association may proceed with the action which may include the Association's right to initiate self help actions wherein the Association shall make the necessary repairs to correct the violation and all charges incurred by the Association in abating the violation shall be assessed to the Owner's account notwithstanding, if Owner presents a request for a hearing within the thirty (30)

day time allotted, all fines for non-compliance shall be placed on hold and any further enforcement action shall be placed on hold until after the hearing date and the rendering of decision. Non-Payment of fines for non-compliance or charges assessed by the Association for self help remedies will be collected according to applicable law and per current Texas Property Code regulations. Charges will be subject to possible late and/or collection charges when applicable. If the violation is abated within the time period set forth in the written notice, the Association shall suspend the proposed action unless a similar violation occurs within six (6) months from the date of the written notice. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner. Recurring violations within a six (6) month period will not require the Association to issue again notices previously sent. If the required one (1) notice was previously sent, the Association may, at its discretion, send an immediate notice of fine warning to the Owner which must allow the Owner not less than ten (10) days to correct the violation. If Owner does not make the necessary corrections, the Association may begin fines or initiate self help action without further notice required.

(b) Hearing. If a hearing is requested within the allotted thirty (30) day period, the hearing shall be held before a committee appointed by the Board consisting of at least three (3) persons, all of whom shall be Owners or residents of Winn Ridge or representatives of Declarant. A representative of the Association shall be afforded a reasonable opportunity to make a statement describing the alleged violation and to present any evidence or witnesses to support its statement. The alleged violator shall also be afforded a reasonable opportunity to be heard and to present any evidence or witnesses on his or her behalf. At the conclusion of all statements and presentations, the committee may close the hearing and retire to discuss the evidence and to render a judgment as to whether, in fact, a violation has occurred. The committee shall notify the Association and the alleged violator in writing of its determination within ten (10) days after the hearing. If the committee determines that a violation has occurred, the Association may pursue any and all remedies described in its original notice of the violation. The alleged violator shall have the opportunity to appeal the decision of the committee to the Board in accordance with Section 209.007 of the Texas Residential Property Owners Act, Texas Property Code, as it may be amended. The Board's decision shall be final. In the absence of a Committee, the Board shall reside at the hearing and the Board's decision shall be final.

(c) Applicability. The notice and hearing procedures set forth in this Section shall not apply to any claim: (i) upon which the Board deems it necessary to obtain emergency injunctive relief; (ii) pertaining to the collection of Assessments; or (iii) where the Association decides to exercise its right of self-help to cure the violation after written notice to the Owner and an opportunity to cure.

**ARTICLE XII
AUTHORITY AND CONTROL BY DECLARANT**

Section 12.1 Declarant Rights.

Notwithstanding anything herein to the contrary, during the Development Period, Declarant shall have the sole right, but not the obligation, in its sole discretion, at any time, effective as of the date hereof, to control, perform and/or conduct the following:

- (1) amend this Declaration, the Design Guidelines and the Community-Wide Standard, or any other Governing Documents, in whole or in part for any reason as Declarant in its discretion, deems necessary for the completion of the development of Winn Ridge, without consent or joinder of the Board or any Owner, but in any case subject to the rights of KB Home and Pulte under Article XVI to approve such amendment;
- (2) enforce the provisions of this Declaration;
- (3) enter into contracts;
- (4) review, determine and enforce the architectural control of the Lots, except as limited as set forth in this Declaration with respect to KB Home and Pulte; and
- (5) assign its rights and obligations under this Declaration to any entity at any time, in whole or in part.

Declarant's rights set forth above are absolute in its sole discretion and do not require the approval, consent, or joinder of (i) any Owner, (ii) the Association, (iii) the Board of Directors, or (iv) any committees or other parties which may be established with respect hereto. At such time as Declarant no longer owns a Lot within the Property, all of such rights of enforcement shall be automatically vested in the Board of Directors of the Association. Declarant may, but is not obligated to, limit the powers of the Board during the Development Period.

In the event any other provision in this Declaration is in contradiction to this Article XII, in whole or in part, this Article XII shall prevail.

Section 12.2 Easement to Inspect and Right to Correct.

Declarant reserves for itself and others it may designate the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the Property, including Lots, and a nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a residence or other structure on a Lot shall be permitted without the Owner's consent, which consent shall not unreasonably be withheld, conditioned, or delayed. The failure or refusal to permit reasonable access to the Lot for the purposes contemplated under this paragraph shall excuse Declarant or its designee from responsibility for repairs or damages relating to defective workmanship or materials.

Section 12.3 Right to Develop.

During the Development Period, Declarant and its respective employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Property for the purpose of making, constructing, and installing such improvements to the Property, as Declarant deems appropriate in its discretion, and otherwise as reasonably necessary to affect Declarant's rights hereunder.

Section 12.4 Construction Activities.

All Owners, occupants, and users of Lots are hereby placed on notice that Declarant, and/or its agents, contractors, subcontractors, licensees, and other designees, shall conduct development and construction activities within the Property and that such activities shall be conducted in phases and may cause disturbance and disruption which impact the use and enjoyment of a Lot.

By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and by using any portion of a Lot or the Property generally, the Owners and all occupants and users of Lots acknowledge, stipulate, and agree: (a) that such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other persons under their control or direction to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the Lot where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (c) that Declarant and all of its agents, contractors, subcontractors, licensees, and other designees, shall not be liable but, rather, shall be held harmless for any and all losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to the aforesaid activities; (d) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Declarant to sell, convey, lease, and/or allow the use of Lots within the Property.

Section 12.5 Changes in Master Plan; Replatting.

(a) Each Owner acknowledges that Winn Ridge is a planned community, the development of which is likely to extend over many years, and agrees that the Association shall not engage in, or use Association funds to support any protest, challenge, or other form of objection to (a) changes in uses or density of property within the Property, or (b) changes in the master plan of Winn Ridge, including, without limitation, the enlargement of the master plan and the acquisition or revision of regulatory approvals to reflect the annexation of real property, without Declarant's prior written consent, which consent may be granted or withheld in Declarant's discretion.

(b) From time to time, Declarant reserves the right to replat its Property or to amend or modify any Final Plat in order to assure harmonious and orderly development of the Property

as herein provided. Declarant may exercise such rights at any time during the Development Period and no joinder of any other Owner shall be required to give effect to such rights, each Owner consenting to Declarant's execution of any replat on such Owner's behalf, provided that in no circumstance may the replat adversely affect a Lot without the Owner's prior consent, which may be granted or denied in such Owner's sole and absolute discretion. Furthermore, any such replatting or amendment of a Final Plat shall be with the purpose of efficiently and economically developing the Property for the purposes herein provided or for compliance with any applicable governmental regulation. Declarant's rights under this Section 12.5 shall expire upon expiration of the Development Period.

(c) Further, and without regard to whether or not Declarant has been released from obligations and duties to the Association, during the Development Period or so long as Declarant holds record title to at least one (1) Lot and holds same for sale in the ordinary course of business, neither the Association nor its Board, nor any member of the Association shall take any action that will impair or adversely affect the rights of Declarant or cause Declarant to suffer any financial, legal or other detriment, including but not limited to, any direct or indirect interference with the sale of Lots. In the event there is a breach of this Section, it is acknowledged that any monetary award which may be available would be an insufficient remedy and therefore, in addition to all other remedies, Declarant shall be entitled to injunctive relief restraining the Association, its Board or any member of the Association from further breach of this Section.

(d) Each Owner acknowledges and agrees that the present plans and themes for the Property's development may change and that it has not relied on any representation, warranty, or assurance by any person: (a) that any Lots, or other property or facilities will or will not be added, modified, or eliminated within the Property; or (b) as to the financial or other impact of such action on any Owner. Each Owner acknowledges and agrees that it is not entitled to rely upon and has not received or relied upon any representations, warranties, or guarantees whatsoever as to: (a) the design, construction, completion, development, use, benefits, or value of the Property; or (b) the number, types, sizes, prices, or designs of any residential structures or improvements built or to be built in any part of the Property.

Section 12.6 Dispute Resolution Involving Declarant.

(a) Right to Correct. Prior to the Association or any Member commencing any proceeding to which Declarant is a party, including but not limited to an alleged defect of any improvement, Declarant shall have the right to be heard by the Members, or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute.

(b) Alternative Method for Resolving Disputes. Declarant, its officers, directors, employees and agents; the Association, its officers, directors and committee members; all persons subject to this Declaration; any Builder, its officers, directors, employees and agents; and any person not otherwise subject to this Declaration who agrees to submit to this Section 12.6 (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants

and agrees to submit those claims, grievances or disputes described in Section 12.6 (c) (collectively, the "Claims") to the mandatory procedures set forth in Section 12.6 (d).

(c) Claims. Those Claims between any of the Bound Parties, regardless of how the same might have arisen, relating to the quality of design or construction of improvements within the Property including the Common Properties or based upon any statements, representations, promises, or warranties made by or on behalf of any Bound Party, shall be subject to the provisions of this Section 12.6.

(d) Mandatory Procedures.

(i) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (the Claimant and Respondent referred to herein being individually, as a "Party", or, collectively, as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(a) the nature of the Claim, including the persons involved and Respondent's role in the Claim;

(b) the legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises;

(c) the proposed remedy; and

(d) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(ii) Negotiations and Mediation.

(a) The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(b) If the parties do not resolve the Claim within thirty (30) days after the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have two (2) days to submit the Claim to mediation under the auspices of the American Arbitration Association ("AAA") in accordance with the AAA's Commercial or Construction Industry Mediation Rules, as appropriate.

(c) If Claimant does not submit the Claim to mediation within such time, or does not appear for mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided,

nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(d) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation Notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator. If the Parties agree to a resolution of any Claim through negotiations or mediation in accordance with this Section and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement, without the need to again comply with the procedures set forth in this Section. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

(iii) Binding Arbitration.

(a) Upon Termination of Mediation, Claimant shall thereafter be entitled to initial final, binding arbitration of the Claim under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Arbitration Rules, as appropriate. Such Claims shall not be decided by or in a court of law. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. If the claimed amount exceeds \$250,000, the dispute shall be heard and determined by three (3) arbitrators. Otherwise, unless mutually agreed to by the Parties, there shall be one (1) arbitrator. Arbitrators shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved.

(b) Each Party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees or arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting Party shall be awarded reasonable attorneys' fees and expenses incurred in defending such contest. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator(s).

(c) The award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

ARTICLE XIII OBLIGATIONS OF BOARD OF DIRECTORS

Section 13.1 Obligations of Board of Directors.

Notwithstanding anything herein to the contrary, and so long as Declarant is acting on behalf of the Board of Directors as further described in Section 13.2 below, the sole responsibility and obligation of the Board of Directors shall be to maintain the corporation books of the Association and maintain the Association in good corporate standing with Secretary of State of the State of Texas and in good standing with the Office of the Comptroller of Public Accounts of the State of Texas.

Section 13.2 Liability for Association Operations.

The Association shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Declarant and any managing agent of the Association (including their respective officers, directors, managers, member or other constituent parties, and their respective successors, and assigns) from and against any and all losses, claims, demands, damages, costs, and expenses of whatever kind or nature (including, without limitation, reasonable attorneys' fees and costs at all tribunal levels and whether or not suit is instituted, including those incurred in establishing the right to be indemnified, defended, and held harmless pursuant hereto), which relate to or arise out of Association management and operations, including, without limitation, improvement, maintenance, and operation of amenities and other portions of the Common Properties and the collection of Assessments.

Section 13.3 No Liability for Acts of Third Party.

OWNERS AND OCCUPANTS OF LOTS, AND THEIR RESPECTIVE GUESTS AND INVITEES, OCCUPANTS OR TENANTS, ARE RESPONSIBLE FOR THEIR OWN PERSONAL SAFETY AND FOR THEIR PROPERTY WITHIN THE PROPERTY. THE ASSOCIATION MAY BUT IS NOT OBLIGATED TO MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY WHICH PROMOTE OR ENHANCE SAFETY OR SECURITY WITHIN THE PROPERTY. HOWEVER, THE ASSOCIATION, AND DECLARANT SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SAFETY OR SECURITY WITHIN THE PROPERTY, NOR SHALL THEY 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 FIRE PROTECTION, BURGLAR ALARM, OR OTHER SECURITY MONITORING SYSTEMS, OR ANY MECHANISM OR SYSTEM FOR LIMITING ACCESS TO THE PROPERTY, CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR 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 ITS TENANTS AND ALL OCCUPANTS OF ITS LOT THAT THE ASSOCIATION, THE BOARD AND ITS COMMITTEES, AND DECLARANT ARE NOT INSURERS OR GUARANTORS OF SECURITY OR SAFETY AND THAT EACH PERSON WITHIN THE PROPERTY ASSUMES ALL RISKS OF PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY, INCLUDING LOTS AND THE CONTENTS OF LOTS, RESULTING FROM ACTS OF THIRD PARTIES.

ARTICLE XIV EXPANSION OF THE PROPERTY

Section 14.1 Expansion of the Property.

Declarant, in its sole discretion and without the approval of any other party, may from time to time subject additional real property to this Declaration by recording in the Real Property Records of the County, a Supplemental Declaration describing the additional real property to be subjected to this Declaration. Any such Supplemental Declaration which is executed by Declarant and the owner of such additional property, if other than Declarant, and recorded in the Real Property Records of the County shall not require the consent or approval of any other Owner or other person in order to be fully enforceable and effective to cause such additional real property to be incorporated herein. Nothing in this Declaration shall be construed to require Declarant to subject additional real property to this Declaration.

Section 14.2 Additional Covenants and Easements.

Declarant, in its sole discretion and without the approval of any other party, may from time to time subject the Property, whether now or hereafter a part of this Declaration, to additional covenants and easements, including, without limitation, covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the Assessments, as described in Article X hereof. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the Property, whether now or hereafter a part of this Declaration, in order to reflect the different character and intended use of such Property. Any such Supplemental Declaration which is executed by Declarant and recorded in the Real Property Records of the County shall not require the consent or approval of any other Owner or other person

in order to be fully enforceable and effective to cause such additional covenants and easements to be incorporated herein.

Section 14.3 Effect of Recording Supplemental Declaration.

A Supplemental Declaration shall be effective upon the recording of same in the Real Property Records of the County unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of this Declaration.

**ARTICLE XV
GENERAL PROVISIONS**

Section 15.1 Mortgages.

It is expressly provided that the breach of any of the conditions contained herein shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to Lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

Section 15.2 Term.

This Declaration shall be enforceable by Declarant, the Association, any aggrieved Owner, and their respective legal representatives, heirs, successors, and assigns until December 31, 2050, after which time this Declaration shall extend automatically for successive 10-year periods unless at least sixty-seven percent (67%) of the then Owners have signed, within a six month period preceding the end of the initial term or any extension, an instrument which terminates this Declaration and such instrument is recorded in the Real Property Records of the County prior to the end of the term.

Section 15.3 Severability.

If any provision herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the final (*i.e.*, non-appealable) judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

Section 15.4 Binding Effect.

This Declaration is for the mutual benefit of, and shall be binding upon, each and every person acquiring any part of the Property, it being understood that the covenants, conditions, restrictions, easements, and other provisions contained in this Declaration are not for the benefit of the owner of any land except that which is a part of the Property. This Declaration, when

executed, shall be filed of record in the Real Property Records of the County, so that each and every Owner or purchaser of any portion of the Property is on notice of the covenants, conditions, restrictions, easements, and other provisions herein contained.

Section 15.5 Notices.

Any notices or correspondence to an Owner shall be addressed to the street address of the Lot or to such other address as is specified by any such Owner in writing to the Association. The burden shall be on the Owner to prove that such written notification was duly given and delivered to the Association as provided below. Any notices or correspondence to the Association shall be addressed to the registered office of the Association as shown by the records of the Secretary of State for the State of Texas or to such other address as is specified by the Association in writing to the Owners.

Except as this Declaration or the Bylaws otherwise provide, all notices, demands, bills, statements, or other communications under this Declaration or the Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or by private carrier; if sent by United States mail; or, if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile or electronic mail with written confirmation of transmission.

Notices sent in accordance with this Declaration shall be deemed to have been duly given and effective:

- (i) sent by United States mail, when deposited with the U.S. Postal Service, correctly addressed, with first class postage prepaid;
- (ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or
- (iii) if sent by facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation.

Section 15.6 Transfer Under Deed of Trust.

Upon any transfer of Declarant's interest in and to the Property, or any part thereof, under the terms of any deed of trust lien upon the Property, whether voluntary or involuntary, by foreclosure, deed in lieu of foreclosure or otherwise, all rights, title and interests of Declarant under this Declaration, shall be transferred to and devolve upon the party to whom the Property or any part thereof, is thereby conveyed.

Section 15.7 Notice of Transfer.

If at any time a Lot is sold, the new Owner shall have the sole obligation to promptly notify the Association of the name and address of the new Owner and shall be responsible for

any cost, charge or expense added to the account of such Owner which may have otherwise been avoided if the above information was promptly delivered to the Association.

Section 15.8 No Liability for Trespass.

Whenever the Association, the Board of Directors or Declarant exercises any right hereunder and in connection therewith enters upon any Lot, such parties shall not be liable for trespass upon such Lot.

Section 15.9 Lien Priority.

Notwithstanding any other provision of the Declaration, the lien to secure the payment of Assessments and any other lien which the Association may have on any Lot pursuant to the Declaration for (a) Assessments or other charges becoming payable on or after the date of recordation of the first mortgage or deed of trust on any Lot, or (b) any fees, late charges, fines or interest that may be levied by the Association in connection with unpaid Assessments, shall be subordinate to the lien or equivalent security interest of any legitimate third-party first lien mortgage or deed of trust on any Lot, if any. Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings in which the Association has been made a party, shall extinguish the liens securing maintenance charges or Assessments which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing Assessments thereafter becoming due and payable, nor shall the liability of any Owner personally obligated to pay maintenance charges or Assessments which become due prior to such foreclosure be extinguished by any foreclosure, nor shall the lien for future Assessments or charges be affected in any manner. Any such maintenance charges or Assessments which are extinguished pursuant to the foregoing provision shall be reallocated and assessed to all Lots as a common expense.

Section 15.10 Use of Recreational Facilities and Other Common Properties.

The property made subject to this Declaration will contain common recreational facilities available for the use and enjoyment of Owners of Lot or any other portion of the Property, including lots and homes, within Winn Ridge, their families, tenants and other occupants of their property, and the guests of any such persons. EACH OWNER, BY ACCEPTANCE OF A DEED TO ANY PORTION OF THE PROPERTY MADE SUBJECT TO THIS DECLARATION, ACKNOWLEDGES THAT THE USE AND PROPERTY MADE SUBJECT TO THIS DECLARATION, ACKNOWLEDGES THAT THE USE AND ENJOYMENT OF ANY RECREATIONAL FACILITY OR ANY OTHER PORTION OF THE COMMON PROPERTIES INVOLVES RISK OF PERSONAL INJURY OR DAMAGE TO PROPERTY.

Each Owner acknowledges, understands, and covenants to inform his or her family members, and tenants and other occupants of Owner's property that Declarant, the Association, the Board and any committees, and Builders constructing homes and other improvements within Winn Ridge are not insurers of personal safety. EACH PERSON USING SUCH RECREATIONAL FACILITIES OR ANY OTHER PORTION OF THE COMMON PROPERTIES ASSUMES ALL RISKS OF PERSONAL INJURY, DEATH, AND LOSS OR

DAMAGE TO PROPERTY, RESULTING FROM THE USE AND ENJOYMENT OF ANY RECREATIONAL FACILITY OR OTHER PORTION OF THE COMMON PROPERTIES. Each Owner agrees that Declarant, the Association, the Board and committees, or its agents, and Builders within the Property shall not be liable to any person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury or death, destruction of property, trespass, loss of enjoyment, or any other wrong or entitlement to remedy based upon, due to, arising from, or otherwise relating to the use of any recreational facility or other portions of the Common Properties, including, without limitation, any claim arising in whole or in part from the negligence of Declarant, the Association, or any Builder within the Property. THE FOREGOING RELEASE IS INTENDED TO RELEASE THE SPECIFIED PARTIES FROM LIABILITY FOR THEIR OWN NEGLIGENCE. EACH OWNER ACKNOWLEDGES AND AGREES THAT THE ABOVE RELEASE FROM LIABILITY IS CONSIDERATION FOR, AND A CONDITION TO, THE USE AND ENJOYMENT OF THE RECREATIONAL FACILITIES AND OTHER COMMON PROPERTIES WITHIN WINN RIDGE AND THAT THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT AND BUILDERS TO SELL, CONVEY, LEASE, AND/OR ALLOW THE USE OF LOTS WITHIN WINN RIDGE. ANY VIOLATION OF THIS RELEASE AGREEMENT BY AN OWNER, OR ANY OF OWNER'S FAMILY MEMBERS, TENANTS AND OTHER OCCUPANTS OF OWNER'S PROPERTY, OR THEIR RESPECTIVE GUESTS SHALL BE GROUNDS FOR THE SUSPENSION OR TERMINATION OF ALL OF SUCH PERSONS' USE PRIVILEGES IN SUCH FACILITIES.

Section 15.11 Construction of Declaration and All Association Documents.

The provisions of this Declaration and all other documents of the Association shall be liberally construed to give effect to its intended purpose. All doubts regarding the meaning, significance or effect of a provision in this Declaration or other documents of the Association, shall be resolved in favor of the operation of the Association and its enforcement of the Declaration.

**ARTICLE XVI
SPECIAL PROVISIONS REGARDING KB HOME AND PULTE**

Section 16.1 Generally. For as long as KB Home or Pulte (as applicable) owns a Lot in the Subdivision, KB Home and/or Pulte (as applicable) shall retain the rights and powers under this Article XVI and as specifically set forth in Sections 2.5(a), 3.1(e), 3.3, 10.3(b), 10.4(a), 10.5 and 10.17, and the following:

(a) Notwithstanding anything to the contrary set forth in this Declaration, Declarant agrees that (i) neither Declarant nor the Board, the Reviewer or any committee established under this Declaration will cause or permit the amendment or modification of this Declaration, the Design Guidelines or the rules or regulations promulgated under this Declaration, and (ii) neither Declarant, nor the Board, the Reviewer or any committee established under this Declaration shall grant any waiver or variance of or from compliance with any terms of this Declaration to any

other Builder, without the prior written consent of KB Home and/or Pulte (as applicable), which consent will not be unreasonably delayed, but may be withheld or conditioned in KB Home's and/or Pulte's (as applicable) sole and absolute discretion if KB Home and/or Pulte (as applicable) in its sole but reasonable business judgment, determines that such amendment, modification, waiver or variance (i) would have an adverse effect on Lots then owned by KB Home and/or Pulte (as applicable) or to be acquired by KB Home or Pulte (as applicable) from Declarant, or (ii) would have an adverse effect on KB Home's or Pulte's (as applicable) ability to sell homes on Lots owned by it in the Subdivision.

(b) No rules or other dedicatory instruments may be adopted by Declarant, the Association or the Board of Directors of the Association, that would have an adverse effect (other than an effect which KB Home and/or Pulte (as applicable), in its commercially reasonable judgment, determines will be immaterial) on ownership or development of Lots within the Subdivision without the prior written consent of KB Home and/or Pulte (as applicable), which may be granted, denied or conditioned in KB Home's and Pulte's (as applicable) sole and absolute discretion.

(c) Notwithstanding the terms of this Declaration, it is agreed that the sole approval of any plans for construction by KB Home or Pulte of a residence or structure on a Lot owned by it will be to determine whether or not the particular improvements are constructed in accordance with the applicable zoning ordinance which affects the Lots and any "objective criteria" set forth in this Declaration, but will not require that KB Home or Pulte satisfy any additional architectural or building restrictions. For purposes hereof "objective criteria" are those criterial or specifications set forth in this Declaration that do not require any subjective determination or approval, but rather by their written term provide for an express standard. For avoidance of doubt, the requirement in Section 2.5(a) of the Declaration that children's playhouses may not exceed more than two (2) feet over the top of a fence line is an example of objective criteria.

(d) Declarant will not subject any portion of the Lots owned or to be acquired by KB Home or Pulte to any additional covenants and easements, including as set forth in Section 14.2 without the prior written consent of KB Home or Pulte (as applicable), which may be granted, denied or conditioned in KB Home's or Pulte's (as applicable) sole and absolute discretion.

(e) Declarant agrees that the intent of all actions of any type, including approvals, by Declarant under this Declaration, or by the Board, the Reviewer or any committee established under this Declaration, are intended to be taken or granted in a non-discriminatory manner by Declarant or such person or entity as to all Lots under this Declaration, so that KB Home and Pulte, and any Lots owned by KB Home and Pulte, are treated in the same manner as Lots owned by any other party.

(f) Except with the prior written consent of KB Home and Pulte (as applicable), which consent may be granted or denied by KB Home or Pulte (as applicable) for any reason or for no reason, Declarant agrees that it will not assign its rights as Declarant under this Declaration to any other party.

Upon the sale of the last lot owned or to be acquired by KB Home or Pulte (as applicable) from Declarant, this Article XVI and the rights and powers of KB Home and Pulte (as applicable) under Sections 2.5(a), 3.1(e), 3.3, 10.3(b), 10.4(a), 10.5 and 10.17 shall automatically terminate and be void and of no further force and effect. KB Home and Pulte acknowledge and agree that upon termination of this Article XVI and the rights and powers of KB Home and Pulte (as applicable) under Sections 2.5(a), 3.1(e), 3.3, 10.3(b), 10.4(a), 10.5 and 10.17 hereof pursuant to the foregoing and within ten (10) days written request of the Association or Declarant, KB Home and Pulte shall execute an instrument acknowledging such termination of its rights and powers hereunder, failing which Declarant or the Association may file such instrument as KB Home's or Pulte's attorney-in-fact for such purpose, and KB Home and Pulte hereby grant the Association and Declarant power of attorney (coupled with an interest) for such purpose.

(g) The terms of this Article XVI may not be amended without the prior written consent of KB Home and Pulte, which may be granted or denied in their sole and absolute discretion.

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EXECUTED this 30 day of June, 2017.

DECLARANT:
CADG COMMANCHE 248, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

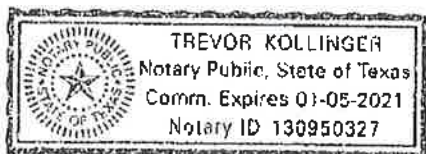
By: [Signature]
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF Dallas §

Before me, Trevor Kollinger, a Notary Public, on this day personally appeared Mehrdad Moayed, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of 2M Ventures, LLC, manager of MMM Ventures, LLC, Manager of CADG Holdings, LLC, the Sole Member of CADG Commanche 248, LLC, as its Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30 day of June, 2017.

[SEAL]



[Signature]

Notary Public
Trevor Kollinger

Printed name of Notary

My Commission Expires: 01-05-2021

PULTE:

PULTE HOMES OF TEXAS, LTD.,
a Texas limited partnership

By: Pulte Nevada I LLC
a Delaware limited liability company
its General Partner

By: Bryan Swindell
Bryan Swindell, Division President

STATE OF TEXAS §
COUNTY OF Dallas §

Before me, Bryan Swindell, a Notary Public, on this day personally appeared Bryan Swindell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the Division President of Pulte Nevada I LLC, a Delaware limited liability company, the General Partner of Pulte Homes of Texas, Ltd., a Texas limited partnership, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26th day of June, 2017.

[SEAL]

Leslie Granito
Notary Public
Leslie Granito
Printed name of Notary

My Commission Expires: July 20, 2019



ACKNOWLEDGED AND AGREED TO BY KB HOME FOR PURPOSES OF ARTICLE XVI AND THE RIGHTS AND POWERS OF KB HOME GRANTED UNDER SECTIONS 2.5(a), 3.1(e), 3.3, 10.3(b), 10.4(a), 10.5 AND 10.17 HEREOF.

KB HOME LONE STAR INC.,

a Texas corporation

By: [Signature]

Name: JOHN MANN

Title: DEVELOPMENT PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, TERAH PAUL, a Notary Public, on this day personally appeared JOHN MANN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of KB Home Lone Star Inc., a Texas corporation, as its DEVELOPMENT PRESIDENT, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of JUNE, 2017.

[SEAL]



Notary Public [Signature]
TERAH PAUL

Printed name of Notary

My Commission Expires: 8/16/20

EXHIBIT A-1

PULTE LAND

LEGAL DESCRIPTION -- 113.432 ACRES

BEING that certain tract of land situated in the WILLIAM LUMPKIN SURVEY Abstract No. 730, Denton County, Texas, and being part of a called 248.67 acre tract described in deed to CADG Comanche 248, LLC, recorded in Document Number 2013-71194, of the Real Property Records of Denton County, Texas (RPRDCT), and part of a called 145.1 acre tract of land described in deed to CADG Comanche 248, LLC, recorded in Document Number 2014-20673, RPRDCT, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap marked "TIPTON" found on the westerly right-of-way line of Farm to Market Road No. 1385 (FM 1385 - variable width R.O.W.), and being the most northerly northeast corner of said 145.1 acre CADG Comanche 248, LLC tract;

THENCE South 01 degree 29 minutes 24 seconds West, with said westerly right-of-way line of FM 1385, a distance of 439.65 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner at the northeast corner of that certain tract of land described in deed to Oliver Flores Hernandez recorded in Document No. 2007-49335, RPRDCT;

THENCE North 88 degrees 34 minutes 47 seconds West, leaving said westerly right-of-way line of FM 1385, and with the north line of said Flores tract, a distance of 261.52 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 01 degrees 25 minutes 14 seconds West, with the west line of said Flores tract, a distance of 250.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 88 degrees 34 minutes 47 seconds East, with the south line of said Flores tract, a distance of 261.52 feet to a 1/2-inch iron rod with cap marked "H&N 1849" found for corner on said westerly right-of-way line of FM 1385;

THENCE South 01 degrees 32 minutes 17 seconds West, with said westerly right-of-way line of FM 1385, a distance of 190.52 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE leaving said westerly right-of-way line of FM 1385, the following bearings and distances to 5/8-inch iron rods with cap marked "PETITT-RPLS 4087" set for corner:

North 88 degrees 31 minutes 50 seconds West, a distance of 220.68 feet;

South 01 degree 25 minutes 35 seconds West, a distance of 10.00 feet;

And North 88 degrees 34 minutes 25 seconds West, a distance of 938.70 feet, said iron rod being the beginning of a tangent curve to the left;

THENCE with said curve having a central angle of 32 degrees 23 minutes 22 seconds, a radius of 450.00 feet, a chord which bears South 75 degrees 13 minutes 54 seconds West, a chord distance of 251.01 feet, for an arc distance of 254.39 feet to the end said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 59 degrees 02 minutes 13 seconds West, a distance of 103.09 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner, said iron rod being the beginning of a tangent curve to the right;

THENCE with said curve having a central angle of 53 degrees 53 minutes 52 seconds, a radius of 1050.00 feet, a chord which bears South 85 degrees 59 minutes 09 seconds West, a chord distance of 951.71 feet, for an arc distance of 987.73 feet to the end said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 67 degrees 03 minutes 55 seconds West, a distance of 372.11 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner, said iron rod being the beginning of a tangent curve to the left;

THENCE with said curve having a central angle of 21 degrees 30 minutes 29 seconds, a radius of 1135.00 feet, a chord which bears North 77 degrees 49 minutes 10 seconds West, a chord distance of 423.57 feet, for an arc distance of 426.07 feet to the end said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 88 degrees 34 minutes 25 seconds West, a distance of 328.58 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner, said iron rod being the beginning of a tangent curve to the left;

THENCE with said curve having a central angle of 14 degrees 59 minutes 49 seconds, a radius of 1085.00 feet, a chord which bears South 83 degrees 55 minutes 40 seconds West, a chord distance of 283.19 feet, for an arc distance of 284.00 feet to the end said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE the following bearings and distances to 5/8-inch iron rods with cap marked "PETITT-RPLS 4087" set for corner:

North 12 degrees 34 minutes 21 seconds West, a distance of 48.39 feet;

North 88 degrees 34 minutes 25 seconds West, a distance of 192.52 feet;

North 01 degree 25 minutes 35 seconds East, a distance of 120.00 feet;

North 88 degrees 34 minutes 25 seconds West, a distance of 121.43 feet;

South 01 degree 25 minutes 35 seconds West, a distance of 20.00 feet;

North 88 degrees 34 minutes 25 seconds West, a distance of 50.00 feet;

And South 01 degree 25 minutes 35 seconds West, a distance of 99.66 feet, said iron rod being the beginning of a tangent curve to the right;

THENCE with said curve having a central angle of 29 degrees 03 minutes 25 seconds, a radius of 25.00 feet, a chord which bears South 15 degrees 57 minutes 37 seconds West, a chord distance of 12.54 feet, for an arc distance of 12.68 feet to the end said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE the following bearings and distances to 5/8-inch iron rods with cap marked "PETITT-RPLS 4087" set for corner:

North 84 degrees 07 minutes 47 seconds West, a distance of 152.31 feet;

North 88 degrees 34 minutes 25 seconds West, a distance of 765.00 feet;

North 01 degree 25 minutes 35 seconds East, a distance of 120.00 feet;

South 88 degrees 34 minutes 25 seconds East, a distance of 20.00 feet;

North 01 degree 25 minutes 35 seconds East, a distance of 50.00 feet;

North 88 degrees 34 minutes 25 seconds West, a distance of 20.00 feet;

North 01 degree 25 minutes 35 seconds East, a distance of 140.00 feet;

North 88 degrees 34 minutes 25 seconds West, a distance of 50.00 feet;

South 01 degree 25 minutes 35 seconds West, a distance of 20.00 feet;

North 88 degrees 34 minutes 25 seconds West, a distance of 405.00 feet;

North 60 degrees 32 minutes 15 seconds West, a distance of 123.82 feet;

And North 36 degrees 23 minutes 46 seconds East, a distance of 185.80 feet, said iron rod being the beginning of a tangent curve to the right;

THENCE with said curve having a central angle of 130 degrees 35 minutes 56 seconds, a radius of 57.50 feet, a chord which bears South 78 degrees 18 minutes 16 seconds East, a chord distance of 104.48 feet, for an arc distance of 131.06 feet to the end said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE the following bearings and distances to 5/8-inch iron rods with cap marked "PETITT-RPLS 4087" set for corner:

North 01 degree 25 minutes 35 seconds East, a distance of 128.87 feet;

South 88 degrees 34 minutes 25 seconds East, a distance of 100.00 feet;

North 01 degree 25 minutes 35 seconds East, a distance of 95.48 feet;

And North 53 degrees 19 minutes 25 second East, a distance of 156.48 feet, said iron rod being the beginning of a tangent curve to the right;

THENCE with said curve having a central angle of 135 degrees 35 minutes 51 seconds, a radius of 57.50 feet, a chord which bears South 58 degrees 52 minutes 40 seconds East, a chord distance of 106.47 feet, for an arc distance of 136.08 feet to the end said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 88 degrees 34 minutes 25 seconds East, a distance of 40.31 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 01 degree 25 minutes 35 seconds East, a distance of 127.36 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner, said iron rod being located on the north line of said called 248.67 acre CADG Comanche 248, LLC tract, according to line described in Boundary Line Agreement recorded in Instrument No. 2004-1913, RPRDCT, from which a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found bears North 88 degrees 39 minutes 26 seconds West, a distance of 289.25 feet;

THENCE South 88 degrees 39 minutes 26 seconds East, with said line described in Boundary Line Agreement, a distance of 1815.97 feet to a 1/2-inch iron rod with cap marked "H&N 1849" found for corner, said iron rod being the northeast corner of said called 248.67 acre CADG Comanche 248, LLC tract, and the northwest corner of said called 145.1 acre CADG Comanche 248, LLC tract;

THENCE South 88 degrees 34 minutes 25 seconds East, with the north line of said called 145.1 acre CADG Comanche 248, LLC tract, and the south line of that certain tract of land described in deed to Sandbrock Investments, Inc. recorded in Instrument No. 2004-1916, RPRDCT, a distance of 3286.16 feet to the POINT OF BEGINNING of herein described tract of land containing 113.432 acres of land.

EXHIBIT A-2

CADG COMMANCHE LAND

LEGAL DESCRIPTION – 308.345 ACRES

BEING that certain tract of land situated in the WILLIAM LUMPKIN SURVEY Abstract No. 730, Denton County, Texas, and being part of a called 248.67 acre tract as described in deed to CADG Comanche 248, LLC, recorded in Document Number 2013-71194, of the Real Property Records of Denton County, Texas (RPRDCT), part of a called 145.1 acre tract as described in deed to CADG Comanche 248, LLC, recorded in Document Number 2014-20673, RPRDCT, and all of a called 52.621 acre tract of land described in deed to CADG Comanche 248, LLC., recorded in Document Number 2015-121547, RPRDCT, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod found on the west right-of-way line of Farm to Market (F.M.) Road No. 1385 (variable width R.O.W.), and being the northeast corner of Lot 2X of Comanche Ridge Elevated Storage Tank, an addition to Denton County, Texas according to the plat thereof recorded in Cabinet X, Pages 264-265, of the Plat Records of Denton County, Texas (PRDCT), and the southeast corner of that certain tract of land described in deed to C.M. Jackson and Oro Jackson recorded in Volume 546, Page 12 RPRDCT;

THENCE North 88 degrees 29 minutes 00 seconds West, along the approximate center of Byran Road (a partially dedicated public road), and the north line of said Lot 2X, a right-of-way dedication for said Byran Road, a distance of 1090.27 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for the POINT OF BEGINNING of herein described tract;

THENCE North 88 degrees 29 minutes 00 seconds West, continuing along the approximate center of Byran Road and the north line of said Lot 2X, a distance of 1169.96 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for the northwest corner of said Lot 2X and the northeast corner of that certain tract of land described in deed to Denton County Fresh Water Supply District No. 10 recorded in Document Number 2012-42405, RPRDCT;

THENCE North 88 degrees 24 minutes 56 seconds West, continuing along the approximate center of Byran Road, a distance of 1022.96 feet to a 5/8-inch iron rod found for the southwest corner of said 145.1 acre tract and the most easterly southeast corner of said 248.67 acre tract;

THENCE North 88 degrees 23 minutes 24 seconds West, continuing along the approximate center of Byran Road, and with the north line of that certain tract of land described in deed to Development Solutions CR, LLC, recorded in Document Number 2013-144483, RPRDCT, a distance of 1269.30 feet to a 1/2-inch iron rod found for corner;

THENCE South 02 degree 07 minutes 37 seconds West, continuing along the approximate center of Byran Road, and with the west line of said Development Solutions CR, LLC tract, a distance of 529.39 feet to a 1/2-inch iron rod found for corner, said iron rod being the northeast corner of said 52.621 acre tract;

THENCE South 01 degree 46 minutes 11 seconds West, continuing along said approximate center of Byran Road, the east line of said 52.621 acre tract, and the west line of said tract of land described in deed to Development Solutions CR, LLC recorded in Document No. 2013-144483, RPRDCT, a distance of 616.89 feet to a 1/2 inch iron rod found for corner at the southeast corner of said 52.621 acre tract;

THENCE North 89 degrees 39 minutes 59 seconds West, leaving the approximate center of Byran Road, and with the south line of said 52.621 acre tract, said line according to Boundary Agreement recorded in Volume 1640, Page 779, RPRDCT, a distance of 3951.38 feet to a Corps of Engineers monument (1033-1) found for corner;

THENCE North 40 degrees 13 minutes 58 seconds East, with the easterly line of that certain tract of land described in deed to the United States of America recorded in Volume 2585, Page 305, RPRDCT, a distance of 299.44 feet to a Corps of Engineers monument found for corner;

THENCE North 40 degrees 09 minutes 04 seconds East, continuing with the easterly line of said United States of America tract, a distance of 299.74 feet to a Corps of Engineers monument (1033-3) found for corner;

THENCE North 02 degrees 02 minutes 17 seconds East, continuing with the easterly line of said United States of America tract, a distance of 156.57 feet to a 5/8 inch iron rod (bent) found for corner at the northwest corner of said 52.621 acre tract;

THENCE North 01 degree 51 minutes 04 seconds East, with the westerly line of said 248.67 acre tract and said easterly line of the United States of America tract, a distance of 242.66 feet to a COE monument (1033-4) found for corner;

THENCE North 02 degree 02 minutes 32 seconds East, continuing with said westerly line of the 248.67 acre tract, and said easterly line of the United States of America tract, a distance of 349.87 feet to a COE monument found for corner;

THENCE North 37 degree 13 minutes 30 seconds West, continuing with said westerly line of the 248.67 acre tract, and said easterly line of the United States of America tract, a distance of 397.78 feet to a COE monument (1033-6) found for corner;

THENCE South 89 degrees 40 minutes 15 seconds East, with a south line of said 248.67 acre tract, passing at a distance of 182.88 feet a 1/2-inch iron rod found on line, continuing in all, a total distance of 220.88 feet to a point for corner located in a creek;

THENCE with the approximate meanders of said creek the following bearings and distances to points for corner:

North 00 degrees 26 minutes 40 seconds East, a distance of 114.45 feet;

North 09 degrees 08 minutes 09 seconds East, a distance of 13.38 feet;

North 06 degrees 51 minutes 10 seconds East, a distance of 163.03 feet;
North 71 degrees 46 minutes 33 seconds East, a distance of 37.14 feet;
South 63 degrees 25 minutes 23 seconds East, a distance of 103.03 feet;
South 88 degrees 42 minutes 02 seconds East, a distance of 52.55 feet;
North 03 degrees 52 minutes 37 seconds East, a distance of 21.33 feet;
North 11 degrees 40 minutes 08 seconds West, a distance of 59.51 feet;
North 18 degrees 21 minutes 29 seconds East, a distance of 87.30 feet;
North 18 degrees 03 minutes 45 seconds West, a distance of 81.64 feet;
North 74 degrees 31 minutes 01 second East, a distance of 136.16 feet;
North 31 degrees 09 minutes 19 seconds East, a distance of 64.83 feet;
South 88 degrees 21 minutes 35 seconds East, a distance of 66.68 feet;
South 36 degrees 03 minutes 22 seconds East, a distance of 58.03 feet;
South 82 degrees 57 minutes 16 seconds East, a distance of 31.64 feet;
North 17 degrees 06 minutes 02 seconds East, a distance of 95.82 feet;
South 42 degrees 26 minutes 18 seconds East, a distance of 150.73 feet;
North 82 degrees 59 minutes 36 seconds East, a distance of 36.07 feet;
North 05 degrees 05 minutes 27 seconds East, a distance of 107.43 feet;
North 31 degrees 58 minutes 04 seconds West, a distance of 51.38 feet;
North 20 degrees 36 minutes 21 seconds East, a distance of 66.43 feet;
North 29 degrees 11 minutes 57 seconds West, a distance of 102.21 feet;
North 70 degrees 59 minutes 13 seconds East, a distance of 53.49 feet;
South 54 degrees 08 minutes 51 seconds East, a distance of 44.26 feet;
North 85 degrees 08 minutes 27 seconds East, a distance of 65.70 feet;

North 40 degrees 09 minutes 59 seconds East, a distance of 86.41 feet;
North 78 degrees 11 minutes 29 seconds East, a distance of 40.09 feet;
North 24 degrees 11 minutes 43 seconds East, a distance of 53.98 feet;
North 76 degrees 59 minutes 07 seconds East, a distance of 92.67 feet;
North 57 degrees 43 minutes 56 seconds East, a distance of 80.57 feet;
South 32 degrees 50 minutes 06 seconds East, a distance of 38.45 feet;
North 47 degrees 44 minutes 41 seconds East, a distance of 47.84 feet;
North 24 degrees 52 minutes 37 seconds East, a distance of 47.92 feet;
North 89 degrees 57 minutes 48 seconds East, a distance of 57.89 feet;
South 78 degrees 47 minutes 06 seconds East, a distance of 91.22 feet;
North 66 degrees 54 minutes 48 seconds East, a distance of 29.70 feet;
South 23 degrees 56 minutes 35 seconds East, a distance of 132.38 feet;
South 87 degrees 27 minutes 54 seconds East, a distance of 40.32 feet;
North 01 degree 04 minutes 14 seconds West, a distance of 44.48 feet;
North 56 degrees 05 minutes 21 seconds East, a distance of 92.01 feet;
South 51 degrees 58 minutes 23 seconds East, a distance of 87.66 feet;
South 01 degrees 15 minutes 07 seconds West, a distance of 42.96 feet;
South 60 degrees 09 minutes 14 seconds East, a distance of 8.73 feet;
North 60 degrees 06 minutes 59 seconds East, a distance of 125.92 feet;
North 43 degrees 40 minutes 20 seconds East, a distance of 75.88 feet;
North 01 degrees 06 minutes 16 seconds East, a distance of 82.39 feet;
North 73 degrees 07 minutes 08 seconds East, a distance of 73.60 feet;
North 54 degrees 08 minutes 52 seconds East, a distance of 46.92 feet;

North 81 degrees 37 minutes 51 seconds East, a distance of 46.29 feet;
North 48 degrees 53 minutes 55 seconds East, a distance of 44.19 feet;
North 54 degrees 06 minutes 36 seconds West, a distance of 113.00 feet;
North 18 degrees 43 minutes 02 seconds West, a distance of 130.69 feet;
North 29 degrees 22 minutes 44 seconds East, a distance of 28.51 feet;
North 50 degrees 49 minutes 07 seconds West, a distance of 43.10 feet;
North 17 degrees 53 minutes 12 seconds West, a distance of 68.50 feet;
North 88 degrees 26 minutes 52 seconds East, a distance of 108.29 feet;
South 56 degrees 14 minutes 01 second East, a distance of 47.42 feet;
South 45 degrees 42 minutes 03 seconds East, a distance of 32.24 feet;
North 52 degrees 35 minutes 17 seconds East, a distance of 49.96 feet;
South 35 degrees 46 minutes 35 seconds East, a distance of 72.10 feet;
North 23 degrees 39 minutes 46 seconds East, a distance of 43.50 feet;
North 49 degrees 55 minutes 54 seconds West, a distance of 52.21 feet;
North 07 degrees 03 minutes 10 seconds East, a distance of 54.05 feet;
North 00 degrees 48 minutes 50 seconds East, a distance of 45.90 feet;
North 83 degrees 55 minutes 47 seconds East, a distance of 94.67 feet;
North 86 degrees 13 minutes 07 seconds East, a distance of 67.50 feet;
South 75 degrees 10 minutes 34 seconds East, a distance of 56.94 feet;
North 51 degrees 06 minutes 28 seconds East, a distance of 21.10 feet;
North 21 degrees 49 minutes 28 seconds West, a distance of 35.20 feet;
North 66 degrees 46 minutes 40 seconds East, a distance of 44.39 feet;
South 30 degrees 31 minutes 02 seconds East, a distance of 49.02 feet;

South 86 degrees 06 minutes 25 seconds East, a distance of 39.09 feet;

North 17 degrees 53 minutes 33 seconds East, a distance of 39.69 feet;

North 68 degrees 55 minutes 34 seconds East, a distance of 39.39 feet;

South 49 degrees 41 minutes 09 seconds East, a distance of 59.65 feet;

North 54 degrees 52 minutes 27 seconds East, a distance of 41.34 feet;

North 40 degrees 56 minutes 16 seconds West, a distance of 70.10 feet;

North 32 degrees 46 minutes 08 seconds East, a distance of 69.98 feet;

North 65 degrees 59 minutes 59 seconds East, a distance of 42.96 feet;

And North 00 degrees 51 minutes 34 seconds East, a distance of 22.20 feet;

THENCE North 86 degrees 20 minutes 34 seconds East, leaving said creek meanders, a distance of 383.21 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 88 degrees 39 minutes 26 seconds East, with the north line of said 248.67 acre tract according to Boundary Line Agreement recorded in Document No. 2004-1913, RPRDCT, a distance of 289.25 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS-4087" found for the most northerly northwest corner of that certain tract of land described in deed to Pulte Homes of Texas, L.P., recorded in Document No 2015-141656, RPRDCT;

THENCE leaving said north line of the CADG Comanche 248, LLC tract, and with the westerly line of said Pulte Homes tract, the following bearings and distances to 5/8-inch iron rods with cap marked "PETITT-RPLS 4087" found for corner:

South 01 degree 25 minutes 35 seconds West, a distance of 127.36 feet;

And North 88 degrees 34 minutes 25 seconds West, a distance of 40.31 feet, said iron rod being the beginning of a non-tangent curve to the left;

THENCE continuing with the westerly line of said Pulte Homes tract, and with said curve having a central angle of 135 degrees 35 minutes 51 seconds, a radius of 57.50 feet, a chord which bears North 58 degrees 52 minutes 40 seconds West, a chord distance of 106.47 feet, for an arc distance of 136.08 feet to the end said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

THENCE continuing with the westerly line of said Pulte Homes tract, the following bearings and distances to 5/8-inch iron rods with cap marked "PETITT-RPLS 4087" found for corner:

South 53 degrees 19 minutes 25 seconds West, a distance of 156.48 feet;

South 01 degree 25 minutes 35 seconds West, a distance of 95.48 feet;

North 88 degrees 34 minutes 25 seconds West, a distance of 100.00 feet;

And South 01 degree 25 minutes 35 seconds West, a distance of 128.87 feet, said iron rod being the beginning of a non-tangent curve to the left;

THENCE continuing with the westerly line of said Pulte Homes tract, and with said curve having a central angle of 130 degrees 35 minutes 56 seconds, a radius of 57.50 feet, a chord which bears North 78 degrees 18 minutes 16 seconds West, a chord distance of 104.48 feet, for an arc distance of 131.06 feet to the end said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

THENCE with the westerly and southerly lines of said Pulte Homes tract, the following bearings and distances to 5/8-inch iron rods with cap marked "PETITT-RPLS 4087" found for corner:

South 36 degrees 23 minutes 46 seconds West, a distance of 185.80 feet;

South 60 degrees 32 minutes 15 seconds East, a distance of 123.82 feet;

South 88 degrees 34 minutes 25 seconds East, a distance of 405.00 feet;

North 01 degree 25 minutes 35 seconds East, a distance of 20.00 feet;

South 88 degrees 34 minutes 25 seconds East, a distance of 50.00 feet;

South 01 degree 25 minutes 35 seconds West, a distance of 140.00 feet;

South 88 degrees 34 minutes 25 seconds East, a distance of 20.00 feet;

South 01 degree 25 minutes 35 seconds West, a distance of 50.00 feet;

North 88 degrees 34 minutes 25 seconds West, a distance of 20.00 feet;

South 01 degree 25 minutes 35 seconds West, a distance of 120.00 feet;

South 88 degrees 34 minutes 25 seconds East, a distance of 765.00 feet;

And South 84 degrees 07 minutes 47 seconds East, a distance of 152.31 feet, said iron rod being the beginning of a non-tangent curve to the left;

THENCE continuing with the southerly line of said Pulte Homes tract, and with said curve having a central angle of 29 degrees 03 minutes 25 seconds, a radius of 25.00 feet, a chord which bears North 15 degrees 57 minutes 37 seconds East, a chord distance of 12.54 feet, for an arc

distance of 12.68 feet to the end said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

THENCE continuing with the southerly line of said Pulte Homes tract, the following bearings and distances to 5/8-inch iron rods with cap marked "PETITT-RPLS 4087" found for corner:

North 01 degree 25 minutes 35 seconds East, a distance of 99.66 feet;

South 88 degrees 34 minutes 25 seconds East, a distance of 50.00 feet;

North 01 degree 25 minutes 35 seconds East, a distance of 20.00 feet;

South 88 degrees 34 minutes 25 seconds East, a distance of 121.43 feet;

South 01 degree 25 minutes 35 seconds West, a distance of 120.00 feet;

South 88 degrees 34 minutes 25 seconds East, a distance of 192.52 feet;

And South 12 degrees 34 minutes 21 seconds East, a distance of 48.39 feet, said iron rod being the beginning of a non-tangent curve to the right;

THENCE continuing with the southerly line of said Pulte Homes tract, and with said curve having a central angle of 14 degrees 59 minutes 49 seconds, a radius of 1085.00 feet, a chord which bears North 83 degrees 55 minutes 40 seconds East, a chord distance of 283.19 feet, for an arc distance of 284.00 feet to the end said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 88 degrees 34 minutes 25 seconds East, continuing with the southerly line of said Pulte Homes tract, a distance of 328.58 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a tangent curve to the right;

THENCE continuing with the southerly line of said Pulte Homes tract, and with said curve having a central angle of 21 degrees 30 minutes 29 seconds, a radius of 1135.00 feet, a chord which bears South 77 degrees 49 minutes 10 seconds East, a chord distance of 423.57 feet, for an arc distance of 426.07 feet to the end said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 67 degrees 03 minutes 55 seconds East, continuing with the southerly line of said Pulte Homes tract, a distance of 372.11 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a tangent curve to the left;

THENCE continuing with the southerly line of said Pulte Homes tract, and with said curve having a central angle of 53 degrees 53 minutes 52 seconds, a radius of 1050.00 feet, a chord which bears North 85 degrees 59 minutes 09 seconds East, a chord distance of 951.71 feet, for an

arc distance of 987.73 feet to the end said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 59 degrees 02 minutes 13 seconds East, continuing with the southerly line of said Pulte Homes tract, a distance of 103.09 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a tangent curve to the right;

THENCE continuing with the southerly line of said Pulte Homes tract, and with said curve having a central angle of 32 degrees 23 minutes 22 seconds, a radius of 450.00 feet, a chord which bears North 75 degrees 13 minutes 54 seconds East, a chord distance of 251.01 feet, for an arc distance of 254.39 feet to the end said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

THENCE continuing with the southerly line of said Pulte Homes tract, the following bearings and distances to 5/8-inch iron rods with cap marked "PETITT-RPLS 4087" found for corner:

South 88 degrees 34 minutes 25 seconds East, a distance of 938.70 feet;

North 01 degree 25 minutes 35 seconds East, a distance of 10.00 feet;

And South 88 degrees 31 minutes 50 seconds East, a distance of 220.68 feet, said iron rod being located on the west right-of-way line of said F.M. Road No. 1385 (variable width R.O.W.), said iron rod also being the most southerly southeast corner of said Pulte Homes tract;

THENCE South 01 degrees 32 minutes 17 seconds West, with said westerly right-of-way line of FM 1385, a distance of 497.96 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 88 degrees 29 minutes 00 seconds West, with a south line of said 145.1 acre tract, a distance of 1090.27 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS-4087" found for corner;

THENCE South 01 degree 32 minutes 17 seconds West, with an east line of said 145.1 acre tract, a distance of 850.00 feet to the POINT OF BEGINNING of herein described tract containing 331.348 acres of land, Save and Except the following described 23.003 acre tract of land, leaving a net area of 308.345 acres of land.

LEGAL DESCRIPTION

23.003 ACRE SAVE AND EXCEPT TRACT

BEING that certain tract of land situated in the William Lumpkin Survey, Abstract No. 730, Denton County, Texas, and being part of a called 248.67 acre tract of land described in deed to CADG Comanche 248, LLC, recorded in Document No. 2013-71194, of the Real Property

Records of Denton County, Texas (RPRDCT), also being that certain tract of land described in deed to the City of Aubrey, Texas, recorded in Document No 2015-65700, RPRDCT, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found, said iron rod being located at an "ell" corner of said CADG Comanche 248, LLC tract, and an "ell" corner of the approximate center of Byran Road (a partially dedicated public road), also being the most northerly northwest corner of that certain tract of land described in deed to Development Solutions CR, LLC, recorded in Document No. 2013-144483, RPRDCT;

THENCE South 02°07'37" West, with an east line of the CADG Comanche 248, LLC tract, and said approximate center of Byran Road, a distance of 529.39 feet to a 1/2 inch iron rod found, from which a 1/2 inch iron rod found bears South 01°46'11" West, a distance of 616.89 feet;

THENCE North 89°40'13" West, leaving the approximate center of Byran Road, and with the most southerly line of the CADG Comanche 248, LLC tract, and the north line of that certain called 52.621 acre tract of land described in deed to CADG Comanche 248, LLC, recorded in Document No. 2015-121547, RPRDCT, a distance of 2540.00 feet to the POINT OF BEGINNING of herein described tract, a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 89°40'13" West, continuing with said common line of the 248.67 acre tract, and the 52.621 acre tract, a distance of 1001.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE North 00°19'47" East, leaving said common line of the 248.67 acre tract, and the 52.621 acre tract, a distance of 1001.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 89°40'13" East, a distance of 1001.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 00°19'47" West, a distance of 1001.00 feet to the POINT OF BEGINNING of herein described tract, containing an area of 23.003 acres of land.

EXHIBIT B

THE GOVERNING DOCUMENTS

(BYLAWS)

[SEE ATTACHED]

**BYLAWS
OF
WINN RIDGE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
INTRODUCTION**

The name of the corporation is Winn Ridge Homeowners Association, Inc., a Texas non-profit corporation, hereinafter referred to as the "Association". The principal office of the Association shall be located in Denton County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas, as may be designated by the Board of Directors.

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 Declaration of Covenants, Conditions and Restrictions for Winn Ridge recorded in the Official Public Records of Denton County, Texas, 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 Declaration.

Section 2.2. Association. "Association" shall mean and refer to Winn Ridge Homeowners Association, Inc., a Texas non profit corporation.

Section 2.3. Association Property. "Association Property" shall mean 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 Restrictions. "Association Restrictions" shall mean the Declaration of Covenants, Conditions and Restrictions for Winn Ridge as the same may be amended from time to time, together with the Certificate, Bylaws, and Association Rules from time to time in effect.

Section 2.5. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.

Section 2.6. Board. "Board" shall mean the Board of Directors of the Association. During the period of Declarant control, Declarant shall have the sole right to appoint and remove Directors of the Board.

Section 2.7. Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board and as the same may be amended from time to time.

Section 2.8. Certificate. "Certificate" shall mean the Certificate of Formation of Winn Ridge Homeowners Association, Inc., a Texas non-profit corporation, filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

Section 2.9. Declarant. "Declarant" shall mean CADG Commanche 248, LLC, a Texas limited liability company, and its duly authorized representatives or their 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. Declaration. "Declaration" shall mean the "Declaration of Covenants, Conditions and Restrictions for Winn Ridge", recorded in the Official Public Records of Denton County, Texas, as the same may be amended from time to time.

Section 2.11. Development. "Development" shall mean and refer to the property subject to the terms and provisions of the Declaration.

Section 2.12. Manager. "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

Section 2.13. Member. "Member" or "Members" shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration.

Section 2.14. Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.15. Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.16. 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.

Unless otherwise defined in these Bylaws or the context otherwise requires, each term used in these Bylaws with its initial letter capitalized which has been specifically defined in the Declaration and not otherwise specifically defined in this Article II shall have the same meaning herein as given to such term in the Declaration.

ARTICLE III MEETING OF MEMBERS

Section 3.1. Annual Meetings. The first annual meeting of the Members shall be held on such date as selected by the Board of Directors which is on or before the earlier of (i) the date which is one hundred twenty (120) days after seventy-five percent (75%) of the Lots have been

sold to non-Declarant Owners, or (ii) ten (10) years from the date on which the Declaration is recorded in the Official Public Records of Denton County, Texas, and each subsequent regular annual meeting of the Members shall be held on such date as selected by the Board of Directors who shall, whenever possible, hold the annual meeting in the same month each year thereafter unless a different date is selected by the Board of Directors. The annual meeting shall not be held on a Saturday, Sunday, or legal holiday.

Section 3.2. Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority vote of the Board of Directors, or upon written request of the Members who are entitled to vote fifty-one percent (51%) or more of the votes of the Association.

Section 3.3. Place of Meetings. Meetings of the Association may be held at the Development or at a suitable place convenient to the Members, as determined by the Board.

Section 3.4. Notice of Meetings. At the direction of the Board, written notice of meetings of the Association will be given to the Members at least ten (10) days but not more than sixty (60) days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

Section 3.5. Voting Member List. The Board will prepare and make available a list of the Association's voting Members in accordance with the Texas Business Organization Code.

Section 3.6. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the total votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Certificate, the Declaration, or these Bylaws. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be five percent (5%) of all the votes of all Members. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. If the required quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 3.7. Proxies. Votes may be cast in person or by written proxy. To be valid, each proxy must: (i) be signed and dated by a Member or his attorney-in-fact; (ii) identify the Lot to which the vote is appurtenant; (iii) name the person or title (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it terminates eleven (11) months after the date of its execution. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless

revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax. However, a proxy received by fax may not be counted to make or break a tie-vote unless: (a) the proxy has been acknowledged or sworn to by the Member, before and certified by an officer authorized to take acknowledgments and oaths; or (b) the Association also receives the original proxy within five (5) days after the vote.

Section 3.8. Conduct of Meetings. The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. Votes should be tallied by tellers appointed by the person presiding over the meeting.

Section 3.9. Order of Business. Unless the notice of meeting states otherwise or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports of Officers (if any)
- Election of Directors (when required)
- Unfinished or old business
- New business

Section 3.10. Adjournment of Meeting. At any meeting of the Association, a majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

Section 3.11. Action without Meeting. Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members to vote by any method allowed by the Texas Business Organization Code, which may include hand delivery, United States Mail, facsimile, e-mail, or any combination of these. Written consents by Members representing at least a majority of votes in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting and does not apply to the election of Directors.

Section 3.12. Telephone Meetings. Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 4.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate of Formation. The initial Directors shall serve until their successors are elected and qualified. Except as is provided in the Declaration and in Sections 4.1(b) and 4.1(c) below, **Declarant shall have the absolute right to appoint and remove members of the Board of Directors during for as long as Declarant owns any Lot affected by the Declaration.**

(b) From and after the first annual meeting of Members and until the date (the "Transition Date") which is the earlier of (i) one hundred-twenty (120) days after seventy-five (75%) of the Lots have been sold to non-Declarant Owners, or (ii) ten (10) years from the date on which the Declaration is recorded in the Official Public Records of Denton County, Texas, the Board of Directors shall consist of three (3) persons appointed by Declarant who need not be Members of the Association. On and after the Transition Date, the Board of Directors shall include two (2) persons appointed by Declarant and one (1) person elected by a majority vote of Class A Members ("Non-Declarant Director") at such meeting at which quorum is present, which Non-Declarant Member shall serve for a period which is the shorter of one (1) year, or until the next annual meeting of the Members at which the Non-Declarant Member (or replacement thereof) shall be elected. The Non-Declarant Director shall be elected at the first annual meeting (or special meeting called for such purpose by the President of the Association) of Members held on or after the Transition Date. On and after the date on which the last Lot is sold to a non-Declarant Owner (the "Declarant Turnover Date"), the President of the Association will call a meeting of the Members of the Association where the Members will elect one (1) Director for a three (3) year term, and two (2) Directors for a two (2) year term. The member obtaining the most votes will serve the three (3) year term and the remaining two (2) will serve a term of one (1) year. Upon expiration of the term of a Director elected by the Members pursuant to this Section 4.1(b), his or her successors shall serve terms of two (2) years. 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. The Board of Directors shall have the power and authority when it is deemed in the best interest of the Association to change or alter the terms of office which shall be done by Board resolution notwithstanding, terms must remain staggered for the purpose of continuity.

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

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

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

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

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

Section 4.4. Removal of Directors for Cause. If a Director breaches such Director's duties hereunder or violates the terms of the Declaration, the Certificate, the Association Rules or these Bylaws, such Director may be removed by Declarant unless Declarant no longer has the right to appoint and remove Directors in accordance with Section 4.1 of these Bylaws, and then by a majority vote of the remaining Directors after Declarant's right to appoint and remove Directors has expired. No Director shall have any voting rights nor may such Director participate in any meeting of the Board of Directors at any time that such Director is delinquent in the payment of any Assessments or other charges owed to the Association.

Section 4.5. Vacancies on Board of Directors. At such time as Declarant's right to appoint and remove Directors has expired or been terminated, if the office of any elected Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws.

Section 4.6. 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 a majority vote of the Members at any special meeting of the Members of which notice has been properly given as provided in these Bylaws; provided the same notice of this special meeting has also been given to the entire Board of Directors, including the individual Director whose removal is to be considered at such special meeting.

Section 4.7. Consent in Writing. Any action by the Board of Directors, including any action involving a vote on a fine, damage assessment, appeal from a denial or architectural control approval, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue, may be taken without a meeting if all of the Directors shall unanimously consent in writing to the action. Such written consent shall be filed in the Minute Book. Any action taken

by such written consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE V MEETINGS OF DIRECTORS

Section 5.1. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.2. 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 5.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.4. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such 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 5.6. Action without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote.

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 Declaration:

(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) to the maximum extent permitted under applicable law, suspend the voting rights of a Member and 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 Association Restrictions. To establish, suspend, and disband committees and ad hoc committees. To appoint and remove members of committees with or without cause, and to establish policies or guidelines by which committees and their members shall conduct themselves;

(d) to enter into any contract or agreement including but, not limited to a municipal agency or utility company to provide electric utility service to all or any portion of the Property. Contracts by the Declarant may have different terms than other contracts during the development period. The Board of Directors may not terminate a contract without the express written permission of the Declarant during the development period;

(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 Declaration, to:

(1) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration; 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 Declaration or by law.

Section 6.2. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any

special meeting when such statement is requested in writing by Members who are entitled to cast fifty-one percent (51%) of all outstanding votes; and

(b) supervise all officers, agents, employees, and committee members of the Association, and to see that their duties are properly performed.

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. Any Board Member failing to perform or oversee their duties shall be subject to removal from office or from the Board of Directors as outlined in these Bylaws:

(a) **President.** The President, or any person designated by the Board, presides over meetings of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments such as promissory notes.

(b) **Vice President.** The Vice President or Vice Presidents (including, without limitation, Executive Vice Presidents and Senior Vice Presidents), 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 by the President or the Board. Should the President, for any reason, be unable to perform or fail to perform his/her duties according to the Declaration and these Bylaws, the Board may, by majority vote, prepare a Resolution assigning duties of the President to the Vice President in order to ensure that Association business can continue without interruption. The Vice President shall perform all the functions of the President which shall include the ability to delegate authority to other members of the Board as may be deemed appropriate.

(c) Secretary. The Secretary shall record or cause to be recorded the votes and cause to be kept the minutes of all meetings and proceedings of the Board and of the Members; serve notice or cause to be served notice of meetings of the Board and of the Members; cause to be kept 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, if applicable, 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 oversee the receipts and deposits in appropriate bank accounts all monies of the Association and shall oversee the disbursement of such funds as required through the monthly review and approval of the Association financial records. The Treasurer shall sign, at the direction of the Board, promissory notes of the Association; cause to be kept 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 cause to be prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and cause to be delivered a copy to the Association's website for member review.

ARTICLE VIII OTHER COMMITTEES OR OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may only exercise recommendations to the Board of Directors and may carry out and implement by instruction only from the Board any business, policies, plans, programs and rules theretofore approved, authorized and adopted by the Board. Committee members serve at the sole discretion of the Board and may be removed with or without cause. The Board shall have the right but, not the obligation to establish certain rules, regulations, or policies which may govern the operation of any committee from time to time at their discretion. Notwithstanding the foregoing or anything to the contrary contained herein, the Architectural Control Committee shall be established by Declarant and comprised of members appointed by Declarant until such time as the appointing

Declarant either relinquishes such power by written notice to the Board, or no longer owns any Lot in accordance with Section 3.2 of the Declaration, as amended from time to time.

ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association 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 X ASSESSMENTS

As more fully provided in the Declaration, 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 Declaration.

ARTICLE XI CORPORATE SEAL

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

ARTICLE XII DECLARANT PROVISIONS

Section 12.1. Conflict. The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

Section 12.2. Board of Directors. As provided in Section 4.1 of these Bylaws, **Declarant is entitled to appoint and remove all members of the Board of Directors until the Transition Date and thereafter, two members of the Board of Directors until the Declarant no longer owns any portion of the Property.** Until Declarant's right to appoint members of the Board of Directors terminates, the Directors appointed by Declarant need not be Owners or residents and may not be removed by the Owners. In addition, Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

ARTICLE XIII AMENDMENTS

Section 13.1. These Bylaws may be amended, (i) on or before the Declarant Turnover Date, by unilateral vote or written consent of Declarant, and thereafter (ii) by a majority vote or written consent of a majority of the Directors on the Board of Directors of the Association.

Section 13.2. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.


**ARTICLE XIV
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

THE ASSOCIATION SHALL INDEMNIFY EVERY DIRECTOR AND OFFICER OF THE ASSOCIATION AGAINST, AND REIMBURSE AND ADVANCE TO EVERY DIRECTOR AND OFFICER FOR, ALL LIABILITIES, COSTS AND EXPENSES' INCURRED IN CONNECTION WITH SUCH DIRECTORSHIP OR OFFICE AND ANY ACTIONS TAKEN OR OMITTED IN SUCH CAPACITY TO THE GREATEST EXTENT PERMITTED UNDER THE TEXAS BUSINESS ORGANIZATION CODE AND ALL OTHER APPLICABLE LAWS AT THE TIME OF SUCH INDEMNIFICATION, REIMBURSEMENT OR ADVANCE PAYMENT; PROVIDED, HOWEVER, NO DIRECTOR OR OFFICER SHALL BE INDEMNIFIED FOR: (A) A BREACH OF DUTY OF LOYALTY TO THE ASSOCIATION OR ITS MEMBERS; (B) AN ACT OR OMISSION NOT IN GOOD FAITH OR THAT INVOLVES INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE LAW; (C) A TRANSACTION FROM WHICH SUCH DIRECTOR OR OFFICER RECEIVED AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF DIRECTORSHIP OR OFFICE; OR (D) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF SUCH DIRECTOR OR OFFICER IS EXPRESSLY PROVIDED FOR BY STATUTE.

**ARTICLE XV
MISCELLANEOUS**

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

I, the undersigned, being the Secretary of WINN RIDGE HOMEOWNERS ASSOCIATION, INC. does hereby certify that the foregoing are the Bylaws of said non-profit corporation, as adopted by the Association's Board of Directors pursuant to a Unanimous Consent of Directors in Lieu of Organizational Meeting of the Corporation dated to be effective as of March, 28, 2017.



Signature

Printed Name: Brock Babb

Title: Secretary

EXHIBIT A

**ORGANIZATIONAL CONSENT IN LIEU OF MEETING AND
CERTIFICATE OF FORMATION**

WINN RIDGE HOMEOWNERS ASSOCIATION, INC.

**CONSENT OF DIRECTORS IN LIEU OF
ORGANIZATIONAL MEETING
OF
WINN RIDGEHOMEOWNERS ASSOCIATION, INC.**

The undersigned, being all of the members of the Board of Directors of Homeowners Association, Inc., a Texas non-profit corporation (hereinafter referred to as the "Association"), do hereby consent, pursuant to the Texas Business Organization Code, to the adoption of the following resolutions:

1. DIRECTORS

RESOLVED, that each of the undersigned, being all of the directors of the Association, as named in its Certificate of Formation filed with the Secretary of State of the State of Texas on March 27, 2017, does hereby accept appointment to such office and does hereby agree to serve as a director of the Association until the first annual meeting of the members and until said director's successor or successors have been duly elected and qualified or until his or her earlier death, resignation, retirement, disqualification or removal from office.

2. BYLAWS

RESOLVED, that the form of bylaws filed or to be filed in conjunction with the Covenants, Conditions, and Restrictions are approved and adopted as the Bylaws of the Association, and the Secretary of the Association is instructed to insert the original thereof in the minute book of the Association.

3. OFFICERS

RESOLVED, that each of the following-named persons be and they hereby are elected as officers of the Association for the office or offices set forth below opposite his or her name, and to hold any such office to which elected until the first annual meeting of the Board of Directors of the Association and until his or her successor should be chosen and qualified in his or her stead, or until his or her earlier death, resignation, retirement, disqualification or removal from office:

| | | |
|----------------|---|-------------------------|
| Mehrdad Moayed | - | President |
| Dustin Warren | | Vice President |
| Brock Babb | - | Secretary and Treasurer |

4. REGISTERED OFFICE; REGISTERED AGENT

RESOLVED, that the registered office of the Association be established and maintained at Essex Association Management, L.P., 1512 Crescent Drive, Suite 112, Carrollton, Texas 75006, and that Ron Corcoran is hereby appointed as registered agent of the corporation in said office.

5. BOOKS AND RECORDS

RESOLVED, that the Secretary of the Association be and hereby is authorized and directed to procure all necessary books and records of the Association.

6. ORGANIZATIONAL EXPENSES

RESOLVED, that the President of the Association or other officer be and hereby is authorized and directed to pay all fees, expenses and costs incident to or necessary for the incorporation and organization of the Association and to reimburse any person who may have paid any of such fees, expenses and costs.

7. CORPORATE SEAL

RESOLVED, that a corporate seal is not adopted at this time and that no impression of a corporate seal is required on any Association document.

8. DEPOSITORY RESOLUTIONS

RESOLVED, that an account shall be established in the name of the Association with a financial institution to be determined by the Board (the "Bank"), under the rules and regulations as prescribed by said Bank wherein may be deposited any of the funds of this Association, whether represented by cash, checks, notes or other evidences of debt, and from which deposit withdrawals are hereby authorized in the name of the Association by any one of the following persons:

Mehrdad Moayedi, President and Director
Ronald J. Corcoran, Essex Association Management, L.P., Managing Agent,
Anna Corcoran, Essex Association Management, L.P., CFO

BE IT FURTHER RESOLVED, that the Bank is hereby authorized to honor any and all withdrawal items against the Association's funds, although payable to the officer or agent signing or countersigning the same and whether presented for encashment or for credit to the personal account of such officer or agent or any other person, and said Bank need make no inquiry concerning such items and/or the disposition of the money, items, or credit given therefore.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of and effective this

28th day of March, 2017.

Printed Name: Mehrdad Moayed,
President and Declarant

Printed Name: Dustin Warren, Vice President

Printed Name: Brock Babb,
Secretary / Treasurer

BEING ALL OF THE DIRECTORS OF THE
CORPORATION

Form 202
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709
Filing Fee: \$25



**Certificate of Formation
Nonprofit Corporation**

Filed in the Office of the
Secretary of State of Texas
Filing #: 802683576 03/27/2017
Document #: 724425680002
Image Generated Electronically
for Web Filing

Article 1 - Corporate Name

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

Winn Ridge Homeowners Association, 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:

Ron Corcoran

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

Street Address:

**c/o Essex Association Management, LP
1512 Crescent Drive, Suite 112 Carrollton TX 75006**

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: **Brock Babb**

Title: **Director**

Address: **1800 Valley View Lane, Suite 300 Farmers Branch TX, USA 75234**

Director 2: **Dustin Warren**

Title: **Director**

Address: **1800 Valley View Lane, Suite 300 Farmers Branch TX, USA 75234**

Director 3: **Mehrdad Moayed**

Title: **Director**

Address: **1800 Valley View Lane, Suite 300 Farmers Branch TX, USA 75234**

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:

Homeowners' Association

Supplemental Provisions / Information

[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.

Mehrdad Moayed **1800 Valley View Lane, Suite 300, Farmers Branch, Texas 75234**

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.

Mehrdad Moayed

Signature of organizer.

FILING OFFICE COPY

EXHIBIT B
RECORD RETENTION AND REPRODUCTION POLICY
WINN RIDGE HOMEOWNERS ASSOCIATION, INC.

WINN RIDGE HOMEOWNERS ASSOCIATION, INC.

Dedicatory Instrument

Records Retention, Production and Copying Policy

WHEREAS, the Board of Directors (the "Board") of Winn Ridge Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish Records Retention, Production and Copying Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Owner access to Association documents and records ("Records"); and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Records Production and Copying are established by the Board:

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - i. format: electronic files, compact disk or paper copies
 - ii. delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. the requested Records, if copies were requested and any required advance payment had been made; or
 - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
 - c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or

e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.

4. The following Association Records are not available for inspection by owners or their proxies:
- a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.


5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below: (Please go to the Attorney General web-site for current charges) <https://texasattorneygeneral.gov/ogicharges-for-public-information>
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
10. On a case-by-case basis where an owner request for Records is deemed to be

minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.

11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code, and supersedes any policy regarding records production which may have previously been in effect.

Name: _____


Brock Babbo, Secretary

Title: _____

Secretary

Date: _____

3/28/17

RECORD RETENTION POLICY

HOMEOWNER'S ASSOCIATION, INC.

The Record Retention Policy of Winn Ridge Homeowner's Association ensures that necessary records and documents are adequately protected and maintained and that records that are no longer needed or are of no value are discarded at the proper time.

1. Policy. This Policy represents the Association's policy regarding the retention and disposal of records and the retention and disposal of electronic documents.

2. Administration. The Record Retention Schedule herein is approved as the initial maintenance, retention and disposal schedule for physical records of the Association and the retention and disposal of electronic documents. The Board or Secretary of the Association ("Administrator") is the officer in charge of the administration of this Policy and the implementation of processes and procedures to ensure that the Record Retention Schedule is followed. The Administrator is also authorized to: make modifications to the Record Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for the Corporation; monitor local, state and federal laws affecting record retention; annually review the record retention and disposal program; and monitor compliance with this Policy.

3. Suspension of Record Disposal In Event of Litigation or Claims. In the event the Association is served with any subpoena or request for documents or any employee becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, such employee shall inform the Administrator and any further disposal of documents shall be suspended until such time as the Administrator, with the advice of counsel, determines otherwise. The Administrator will take such steps as is necessary to promptly inform all staff of any suspension in the further disposal of documents.

4. Applicability. This Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to the electronic documents described above.

(Record Retention Schedule begins on next page)

Name:


Brock Babb

Title: _____

Date: _____

Record Retention Schedule

The Record Retention Schedule is organized as follows:

SECTION TOPIC

- A. Accounting and Finance
- B. Contracts
- C. Corporate Records
- D. Electronic Documents
- E. Payroll Documents
- F. Personnel Records
- G. Property Records
- H. Tax Records

The following are the Association's retention periods. These apply to both physical and electronic documents. If no physical copy of an electronic document is retained, the means to 'read' the electronic document must also be retained. If a record does not fall within the following categories, Board approval must be obtained to dispose of such record.

A. ACCOUNTING AND FINANCE

| <u>Record Type</u> | <u>Retention Period</u> |
|--|-----------------------------------|
| Accounts Payable & Accounts Receivable ledgers and schedules | 7 years |
| Annual Audit Reports and Financial Statements | Permanent |
| Annual Audit Records, including work papers and other documents that relate to the audit | 7 years after completion of audit |
| Bank Statements and Canceled Checks | 7 years |
| Employee Expense Reports | 7 years |
| General Ledgers | Permanent |
| Notes Receivable ledgers and schedules | 7 years |
| Investment Records | 7 years after sale of investment |

B. CONTRACTS

| <u>Record Type</u> | <u>Retention Period</u> |
|--|---|
| Contracts and Related Correspondence (including any proposal that resulted in the contract and all other supportive documentation) | 4 years after expiration or termination |

C. ASSOCIATION RECORDS

| <u>Record Type</u> | <u>Retention Period</u> |
|---|-------------------------|
| Corporate Records (unless otherwise specifically addressed in this Policy - Governing Documents, Dedicatory Instruments, minute books, signed minutes of the Board and all committees, corporate seals, annual corporate reports) | Permanent |
| Licenses and Permits | Permanent |
| Account records of current owners | 5 years |

D. ELECTRONIC DOCUMENTS

- 1. Electronic Mail:** Not all email needs to be retained, depending on the subject matter.
 - All e-mail—from internal or external sources—is to be deleted after 12 months.
 - Staff will strive to keep all but an insignificant minority of their e-mail related to business issues.
 - The Corporation will archive e-mail for six months after the staff has deleted it, after which time the e-mail will be permanently deleted.
 - The Corporation's business-related email should be downloaded to a service center or user directory on the server, when determined by the Board.
 - Staff will not store or transfer the Corporation's related e-mail on non-work-related computers except as necessary or appropriate for the Corporation's purposes.
 - Staff will take care not to send confidential/proprietary information to outside sources.
- 2. Electronic Documents:** Retention depends on the subject matter and follows D.1 above
- 3. Web Page Files: Internet Cookies**
 - All workstations: Internet Explorer should be scheduled to delete Internet cookies once per month.

E. PAYROLL DOCUMENTS

| <u>Record Type</u> | <u>Retention Period</u> |
|--|---------------------------|
| Employee Deduction Authorizations | 4 years after termination |
| Payroll Deductions | Termination + 7 years |
| W-2 and W-4 Forms | Termination + 7 years |
| Garnishments, Assignments, Attachments | Termination + 7 years |
| Payroll Registers (gross and net) | 7 years |
| Time Cards/Sheets | 2 years |
| Unclaimed Wage Records | 6 years |

F. PERSONNEL RECORDS

| <u>Record Type</u> | <u>Retention Period</u> |
|---|--|
| Commissions/Bonuses/Incentives/Awards EEO-1/EEO-2 - Employer Information Reports | 7 years |
| Employee Earnings Records | 2 years after superseded or filing (whichever is longer) |
| Employee Handbooks | Separation + 7 years |
| Employee Personnel Records (including individual attendance records, application forms, job or status change records, performance evaluations, termination papers, withholding information, garnishments, test results, training and qualification records) | 1 copy kept permanently 6 years after separation |
| Employment Contracts — Individual | 7 years after separation |
| Employment Records - Correspondence with Employment Agencies and Advertisements for Job Openings | 3 years from date of hiring decision |
| Employment Records - All Non-Hired Applicants (including all applications and resumes - whether solicited or unsolicited, results of post-offer, pre-employment physicals, results of background investigations, if any, related correspondence) | 2-4 years (4 years if file contains any correspondence which might be construed as an offer) |
| Job Descriptions | |
| Record Retention Policy | 3 years after superseded |

| <u>Record Type</u> | <u>Retention Period</u> |
|-------------------------|---|
| Personnel Count Records | 3 years |
| Forms I-9 | 3 years after hiring, or 1 year after separation if later |

G. PROPERTY RECORDS

| <u>Record Type</u> | <u>Retention Period</u> |
|--|-------------------------|
| Correspondence, Property Deeds, Assessments, Licenses, Rights of Way | Permanent |
| Property Insurance Policies | Permanent |

H. TAX RECORDS

| <u>Record Type</u> | <u>Retention Period</u> |
|--|-------------------------|
| Tax-Exemption Documents and Related Correspondence | Permanent |
| IRS Rulings | Permanent |
| Tax Bills, Receipts, Statements | 7 years |
| Tax Returns - Income, Franchise, Property | Permanent |
| Tax Workpaper Packages - Originals | 7 years |
| Annual Information Returns - Federal and State | Permanent |
| IRS or other Government Audit Records | Permanent |
| All other Tax Records | 7 years |

EXHIBIT C

ALTERNATIVE PAYMENT SCHEDULE (PAYMENT PLAN)

WINN RIDGE HOMEOWNERS ASSOCIATION, INC.

WINN RIDGE HOMEOWNERS ASSOCIATION, INC.

Dedicatory Instrument

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the "Board") of Winn Ridge Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

- I. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
 - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the Association.
 - b. An Alternative Payment Schedule will not be made available in the following cases: (1) to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner's default of such previous Alternative Payment Schedule; (2) to owners who have failed to request an Alternative Payment Schedule prior to the 30 day deadline to cure the delinquency as set forth in the Association's letter sent pursuant to Tex. Prop. Code § 209.0064(b); and/or (3) to owners who have entered into an Alternative Payment Schedule within the previous 12 months. Notwithstanding the foregoing, the Board has discretion to allow any owner to enter into an Alternative Payment Schedule notwithstanding an Owner who defaults on a payment plan may not be eligible for another payment plan for up to 2 years at the Board's sole discretion.
 - c. During the course of an Alternative Payment Schedule, additional monetary penalties shall not be charged against an owner so long as the owner timely performs all obligations under the Alternative Payment Schedule and does not default. However, the Association may charge reasonable costs for administering the Alternative Payment Schedule ("Administrative Costs") and, if interest is allowed under the Declaration, then interest will continue to accrue during the term of the Alternative Payment Schedule. The Association may provide an estimate of the amount of interest that will accrue during the term of the Alternative Payment Schedule.

- d. The total of all proposed payments in an Alternative Payment Schedule must equal the sum of the current delinquent balance, the estimated interest, and any Administrative Costs; and may include any assessments that will accrue during the term of the Payment Plan.
- e. All payments under an Alternative Payment Schedule shall be due and tendered to the Association by the dates specified in the Alternative Payment Schedule, and shall be made by cashier's checks or money orders.
- f. The minimum term for an Alternative Payment Schedule is 3 months from the date of the owner's request for an Alternative Payment Schedule. The Association is not required to allow an Alternative Payment Schedule for any amount that extends more than 18 months from the date of the owner's request for an Alternative Payment Plan.
- g. Any owner may submit to the Board a request for an Alternative Payment Schedule that does not meet the foregoing guidelines, along with any other information he/she believes the Board should consider along with such request (e.g. evidence of financial hardship). The Board, in its sole discretion, may approve or disapprove such a request for a non-conforming Alternative Payment Schedule. An owner who is not eligible for an Alternative Payment Schedule may still request an Alternative Payment Schedule, and the Board, in its sole discretion, may accept or reject such a request.

h, Default

1. The following shall result in an immediate default of an Alternative Payment Schedule:
 - i. The owner's failure to timely tender and deliver any payment when due under the Alternative Payment Schedule;
 - ii. The owner's failure to tender any payment in the full amount and form (e.g., cashier's check or money order) as specified in the Alternative Payment Schedule; or
 - iii. The owner's failure to timely comply with any other requirement or obligation set forth in the Alternative Payment Plan.
 - iv. The owner's failure to make payment in a timely manner on all other assessments and charges of the Association as they are billed or become due.
2. Any owner who defaults under an Alternative Payment Schedule shall remain in default until his/her entire account balance is brought current.
3. The Association is not required to provide notice of any default.
4. Owners are not entitled to any opportunity to cure a default.

5. While an owner is in default under an Alternative Payment Schedule, the owner's payments need not be applied to the owner's debt in the order of priority set forth in Tex. Prop. Code § 209.0063(a). But, in applying a payment made while the owner is in default, a fine assessed by the Association may not be given priority over any other amount owed to the Association.
 6. The failure by the Association to exercise any rights or options shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future.
- i. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

Name: 

Title: Brock Babb, Secretary

Date: March 28, 2017

Alternative Payments Schedule Policy

EXHIBIT D

NOTICE AND FINING POLICY

WINN RIDGE HOMEOWNERS ASSOCIATION, INC.

Winn Ridge Homeowners Association, Inc.

NOTICE AND FINING POLICY

Winn Ridge Homeowners Association, Inc. has on the 28th day of March, 2017, adopted the following Notice and Fining Policy for the enforcement of the Association's Governing Documents (to include the CC&R's, By-Laws, and Rules & Regulations). This policy shall prevail over Articles of the Covenants, Conditions, and Restrictions when the standard is higher and is subject to amendment by the Declarant or Board of Directors at their sole discretion. The amending of this policy shall not require the consent or joinder of the Members notwithstanding, any amendment shall be posted to the HOA's website, if applicable, and a copy shall be mailed to each Owner via regular U.S. mail.

1. **Violation Notice (Warning):** Homeowners will be notified when a violation occurs and will be given a time period of not more than ten (10) days in which to correct the violation. Violations which present hazards for residents, are damaging property, creating an ongoing nuisance or can be considered an emergency requiring immediate correction shall be subject to self-help actions by the Association as described in the Declaration of Covenants, Conditions and Restrictions (the "CCR's") should Owner fail to cure the violation. Self Help actions considered an emergency requiring immediate attention will be addressed within seventy-two (72) hours or less by the Association. A notice in the case of an emergency may be delivered by hand, electronic mail, or U.S. mail. Any costs for initiating Self Help to cure a violation including the costs of postage and handling shall be assessed to the Owner's account. *****The Association may, but is not obligated, to provide more than one initial notice of violation as set forth in the CCR's and this Fining Policy. Should additional violation notices be sent, each notice shall allow a period of not more than ten (10) days in which to correct the violation.*****
2. **Notice of Assessment of Fine (Hearing Notice):** If after the initial notice (or subsequent notices if given) the violation continues, the Owner will be notified that a fine will be levied against his/her account. ***This notice shall be mailed certified and regular U.S. mail*** and shall include the amount of the fine to be levied and shall contain verbiage pursuant to Section 209.006 of the Texas Property Code regarding an Owner's right to request a hearing before a committee (or the Board in the absence of a committee). Notice may include a table of fines. Use of a table of fines shall not relieve the Association from fulfilling the requirements as set forth in the fine schedule below. Owner shall have thirty (30) days to request a hearing in writing from the date of notice. The Association or its Managing Agent shall set the hearing within thirty (30) days of receipt of the written request and the Owner shall be notified in writing of the hearing date, time and place not less than ten (10) days prior to the hearing date.
3. **"Damage Assessment":** Violations that result in property damage or cause the Association to incur cleanup costs will result in a "Special Individual Assessment" on the homeowner's account. Non-payment of this type of assessment may result in additional fees, and collection actions as allowed by law. Any attorney fees or other costs incurred by the Association will be assessed to the Owner's account.

FINE SCHEDULE

Each fine notice shall contain the minimum verbiage as required by the Texas State Property Code or the Declaration and Bylaws and must advise the Owner of his/her right to request a hearing pursuant to Section 209.006 of the Texas Property Code. Fine Notices shall be mailed certified and regular U.S. mail.

The table below is intended to establish a base fining structure. The Board shall have the right to instruct or adopt a different fining structure so long as the fines imposed do not exceed the maximum fine limit of \$1,000.00 per violation occurrence. Fines may be assessed based on the severity of a violation or for continual or recurring violations within a six to twelve month period.

An Owner who continually violates the Association's Declaration, Rules and Regulations or Bylaws, or who damages Association property may be assessed greater fines which may include a one-time fine up to the maximum fine amount of \$750.00 at the sole discretion of the Board so long as the fine amounts levied are commensurate to the violation or the history of recurring violations recorded against an Owner.

- 1st Fine:** First fine for a violation not cured by the Owner after the initial fine warning notice has been given shall not be less than \$50.00, then;
- 2nd Fine:** After seven (7) business days, the Board or its Managing Agent shall inspect the Owner's property for compliance. If the violation remains, a letter shall be sent to the violating Owner advising that a second fine in the amount of \$100.00 shall be assessed to the Owner's account, then;
- 3rd Fine:** After seven (7) additional business days, the Board or its Managing Agent shall inspect the Owner's property for compliance. If the violation remains, a letter shall be sent to the violating Owner advising that a third fine in the amount of \$200.00 shall be assessed to the Owner's account.
- 4th & After:** If compliance is not met after the end of seven (7) business days from the date the third fine letter is sent, the Owner will receive one (1) final notice advising that fines shall escalate at the rate of \$100.00 every week for each week the violation remains until the maximum fine amount of \$750.00 is reached at which time the violation process shall start over and shall be treated as a recurring violation subject to additional fines as outlined in this section ("4th and After") so long as the violation remains.

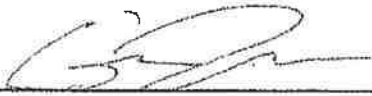
- 4. The maximum fine amount is based on a per violation occurrence and can be assessed each time a violation occurs whether or not it is the same or similar kind or whether it is a recurring violation.**

If Owner submits a written request for a hearing, all fines shall be suspended until after the hearing. If the Association has a Managing Agent, notice shall be served through the Managing Agent who shall set the hearing date and time and place and shall notify the Owner via U.S. mail. The Board shall appoint a Hearing Committee who shall oversee the first hearing and who shall render a decision based upon the facts and/or testimonies provided. The Hearing Committee shall render their findings and subsequent results from the hearing in writing within ten (10) days from the date of the hearing. If the Committee cannot reach a decision, they must notify the Board, Managing Agent, and Homeowner in writing and request up to an additional ten (10) days to deliberate. The Managing Agent shall notify the Owner via U.S. mail of the Committee's decision.

The Association or its Managing Agent shall immediately proceed and comply with any instructions and/or findings. If the Hearing Committee rules in favor of the Association, all fines or other violation actions suspended pending the hearing outcome may resume unless the Hearing Committee instructs otherwise. If the Hearing Committee rules in favor of the Owner, all violation actions shall cease and no further fines shall be assessed. The Hearing Committee must note in their findings whether any fine(s) previously assessed to the Owner will be waived. If the hearing is held by a committee appointed by the Board, the Owner shall have the right to appeal the decision of the committee to the Board of Directors and the decision of the Board of Directors is final. If the hearing is held by the Board of Directors in the absence of a committee, the decision of the Board of Directors is final.

Note: All fines are subject to collections and will be collected in the same manner as are the association dues.

WINN RIDGE HOMEOWNERS ASSOCIATION, INC.



BROCK BABB, SECRETARY / TREASURER

EXHIBIT E

COLLECTION POLICY

WINN RIDGE HOMEOWNERS ASSOCIATION, INC.

WINN RIDGE HOMEOWNERS ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

WHEREAS, Winn Ridge Homeowners Association, Inc. (the "Association") has authority pursuant to the Declaration of Covenants, Conditions & Restrictions for Winn Ridge (the "Declaration") to levy assessments against Owners of Lots within Winn Ridge, a master planned community located in the City of Aubrey, Denton County, Texas (the "Property"); and

WHEREAS, in order to facilitate the timely collection of assessments and other amounts owed by Owners, and in order to comply with the Declaration and the laws of the State of Texas regarding the collection of unpaid amounts, the Board desires to establish certain procedures for the collection of assessments that remain unpaid beyond the prescribed due dates.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Property and the same are to be known as the "Assessment Collection Policy" ("Policy") for the Association:

1. Generally. The steps and procedures contained in this Policy serve as a general outline of the Association's collection process. *The Association is not bound to follow these exact procedures in every collection matter except as required by the Declaration and the laws that govern collection of assessments.* The procedures below are not intended to constitute a prerequisite or condition precedent to the Association's legal ability to collect unpaid assessments and other amounts except as required by the Declaration or law.

2. Due Dates. Pursuant to the Declaration, the annual assessment shall be paid in annual installments on the first day of January of each year unless the Board determines a different schedule. The due date and delinquency date for a Special Assessment authorized per the Declaration shall be determined by the Board of Directors. Any installment of the Annual Assessment which is not paid in full by the 31st day of January is delinquent (the "Delinquency Date") and shall be assessed late / collection fees and interest as provided below. In the event the Board determines a different schedule for payment of assessments, the due dates and date in which the payment of assessments become delinquent shall be subject to change.

3. Written Notice of Delinquency. Subsequent to an Owner becoming delinquent, and prior to referring the account to the Association's legal counsel for collection, the Association will send written notice of the delinquency to the Owner via certified mail (the "Delinquency Notice"). The Delinquency Notice shall: (i) detail each delinquent amount and the total amount owed; (ii) describe the options the Owner has to avoid having the account referred to the Association's legal counsel, including the availability of a payment plan, and (iii) provide the Owner a period of at least thirty (30) days to cure the delinquency before further collection action is taken.

4. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association adopt reasonable guidelines to establish an alternate payment schedule by which an owner may make partial payments for delinquent amounts owed to the Association in certain

WINN RIDGE HOMEOWNERS ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

circumstances. The Board has adopted and recorded a policy which governs payment plans and the Association and its Managing Agent, if applicable, will follow the policies and procedures contained therein.

5. Interest. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, interest on unpaid assessments at the rate of eighteen percent (15%) per annum from the Delinquency Date until paid shall be charged to the Owner's account. Such interest, as and when it accrues hereunder, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of interest; provided, however, that the waiver of interest shall not constitute a waiver of the Board's right to collect any interest or any other charges in the future.

6. Late Charges. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, late charges in an amount up to \$25.00 shall be assessed against the Owner's account each month and every month until the assessment is paid in full. Such late charge, as and when levied, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any or late charges or any other charges in the future.

7. Collection Fees. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, collection fees in an amount up to \$15.00 shall be assessed against the Owner's account each month and every month until the assessment is paid in full. Collection fees are charges by the managing agent for the collection of delinquent accounts and may not be waived by the Board without the consent of the managing agent. Such collection fee, as and when levied, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments.

8. Handling Charges and Return Check Fees. In order to recoup for the Association the costs incurred because of the additional administrative expenses association with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.

b. A charge equal to the charge levied against the Association by the bank or an amount not less than \$25.00 will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check for any reason, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.

WINN RIDGE HOMEOWNERS ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

c. Any fee or charge becoming due and payable pursuant to this Policy will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

9. Collection Agencies. In the event an account has not been paid in full following thirty (30) days from the date Delinquency Notice was mailed to the Owner, the Association's agent may refer the account to a collection agency for collection, including reporting delinquent account to any credit bureau or other agency providing credit histories to authorized entities. All costs incurred by the Association for using the services of a collection agency, or administering the referral and handling of the account to a collection agency, are deemed costs of collection of the Association. Such costs of collection, when incurred by the Association and added to an Owner's account, are secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments.

10. Application of Funds Received. All monies received by the Association will be applied to the Owner's delinquency in the following order of priority:

- a. First, to any delinquent assessment;
- b. Second, to any current assessment;
- c. Next, to any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- d. Next, to any attorney's fees incurred by the Association that are not subject to Subsection 10 (c) above;
- e. Next, to any fines assessed by the Association; and
- f. Last, to any other amount owed to the Association.

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

11. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner or a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given

WINN RIDGE HOMEOWNERS ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

12. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such Representative or agent.

13. Remedies and Legal Actions. If an Owner fails to cure the delinquency within the thirty (30) day period stated in the Delinquency Notice (as provided for above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein.

Upon direction of the Board or the Association's agent, legal counsel for the Association may pursue any and all available legal remedies with regard to the delinquencies referred to it which may include but, are not limited to, the following:

a. Notice Letter. As the initial correspondence to a delinquent Owner, counsel will send a notice letter (the "Notice Letter") to the Owner advising the Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services.

b. Notice of Lien. If an Owner fails to cure the delinquency indicated in the Notice Letter, upon being requested to do so by the Board and/or Management, counsel may prepare and record in the Official Public Records of Denton County, a written notice of assessment lien (referred to as the "Notice of Lien") against the Lot. A copy of the Notice of Lien will be sent to the Owner, together with an additional demand for payment in full of all amounts then outstanding.

c. Foreclosure. In the event that the Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

I. Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, counsel may commence expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure ("Expedited Foreclosure"). Upon receipt from the Court of an order authorizing foreclosure of the Lot, counsel may post the Lot at the Denton County Courthouse for a foreclosure sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or

WINN RIDGE HOMEOWNERS ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

otherwise deal with the same. The Association may institute, a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

ii. Judicial Foreclosure. The Association may file suit for judicial foreclosure ("Judicial Foreclosure") of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association's assessment lien against the Lot, the sheriff or constable may post the Lot for sheriff's sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

d. Lienholder Notification. In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to inferior lienholders pursuant to Section 209.0091 of the Texas Property Code.

e. Lawsuit for Money Judgment. The Association may file suit for a money judgment in any court of competent jurisdiction.

f. Bankruptcy. Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

g. Remedies Not Exclusive. All rights and remedies provided in this Policy and herein above are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

14. Compromise. In order to expedite the resolution of a delinquent account, the Board may, at any time, compromise or waive the payment of interest, late charges, handling charges, collection costs other than collection fees, unless approved by the managing agent, legal fees or any other application charge.

15. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls.

[Signature on next page]

WINN RIDGE HOMEOWNERS ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

IT IS FURTHER RESOLVED, that this Policy is effective upon its filing with the Office of the Denton County Clerk, and shall remain in full force and effect until revoked, modified or amended by the Board of Directors.

This is to certify that the foregoing Policy was adopted by the Board of Directors on the 28th day of March, 2017, and shall remain in full force and effect until modified, rescinded or revoked by the Board of Directors.

**WINN RIDGE HOMEOWNERS
ASSOCIATION, INC.**



Secretary

EXHIBIT F

E-MAIL REGISTRATION POLICY

WINN RIDGE HOMEOWNERS ASSOCIATION, INC.

WINN RIDGE HOMEOWNERS ASSOCIATION, INC.
EMAIL REGISTRATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants Conditions and Restrictions for Winn Ridge recorded or to be recorded in the Official Public Records of Denton 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 Paragraph 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.



Brock Babb, Secretary 05/28/2017

EXHIBIT C

DESIGN GUIDELINES

PART ONE: LANDSCAPING, FENCES AND EXTERIOR ELEMENTS

SECTION 1.1 LANDSCAPING:

Upon completion of each residence, the following landscape elements shall be installed prior to occupancy of the residence:

1.1.1 Sod: Each residence shall have full sod installed for the entire front yard and a minimum of ten (10) feet back from the front wall face for each side yard, or to the side yard fence, whichever is greater.

1.1.2 Trees: Two (2) trees with a minimum caliper of 2", measured at a point six (6) inches above ground level. Each homeowner shall be responsible for maintenance and preservation of trees located on their property and shall promptly replace dead trees within ninety (90) days of loss occurrence.

1.1.3 Shrubbery and Planting Beds: Each Residence shall have a minimum of eight (8) one (1) gallon shrubs planted in a mulched planting bed; the planting bed shall have edging materials to separate the sod and bed mulch areas. The homeowner shall be responsible for the maintenance a preservation of the shrubs and planting bed, and shall promptly replace dead plants within ninety (90) days of loss occurrence.

SECTION 1.2 FENCES:

1.2.1 Major thoroughfares and Corner Lots: All fencing on corner lots and backing up to streets and major thoroughfares will be considered major thoroughfare fencing. Fencing, which shall be board on board and wall construction shall comply with the details indicated in Exhibit Attachment 1.2.1.1. All such fencing facing major thoroughfare shall be stained and preserved as follows:

| | |
|---------------|---|
| Manufacturer: | Sherwin Williams |
| Color: | Banyan Brown — Apply per product installation |
| Manufacturer: | Standard Paint |
| Color: | Sable Brown — Apply per product installation |
| Manufacturer: | Sherwin Williams |
| | Seal Rite Medium Brown – Apply per product Installation |

1.2.2 Standard Side and Rear Yard Fences — Interior Lots: For all interior lots, fence and wall construction shall comply with the materials and details indicated in Exhibit Attachment 1.2.2.1. All portions of the fence that are viewable from the street shall be stained with the colors specified above at Section 1.2.1

1.2.3 Central Greenbelt Area Side and Rear Yard Fences: Certain Lots within the Winn Ridge Homeowners Association will be subject to restricted fencing which must consist of ornamental wrought iron only. There will be no exceptions to this rule without the express written permission of the Declarant and/ or the City of Aubrey. All lots adjacent to the Central Greenbelt area defined in Exhibit Attachment 1.2.3.1 shall have black finished forty-eight inch (48") high ornamental wrought iron fences for the rear sixteen feet (16') of each side and the full width of rear lot lines as detailed in Exhibit 1.2.3.2. All fences shall be consistent; no variation of design shall be permitted. Fence areas shall be unobstructed by screening or other materials unless specifically approved by the Association.

SECTION 1.3 MAIL BOXES:

1.3.1 Standard Mail Boxes: All lots shall utilize cluster mailboxes in of a standardized design consistent with that indicated in Exhibit Attachment 1.3.1 or otherwise approved in writing by the Reviewer prior to installation thereof, and such cluster mailboxes shall conform to the requirements of the City, the United States Postal Service or other applicable governmental authority.

1.3.2 Mail Box Location: Cluster mailboxes utilized by the Lots shall be located as and where required by the United States Postal Service or as otherwise approved by the Reviewer. The Association or its Managing Agent do not maintain the keys for cluster boxes.

SECTION 1.4 FLAGS AND FLAGPOLES

1.4.1 The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces. No other types of flags, pennants, banners, kits or similar types of displays are permitted on a Lot if the display is visible from a street or Common Area.

1.4.2 The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.

1.4.3 The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.

1.4.4 Any freestanding flagpole, or flagpole attached to a residence, shall be constructed of permanent, long-lasting materials. The materials used for the flagpole shall be harmonious with the residence, and must have a silver finish with a gold or silver ball at the top. The flagpole must not exceed three (3) inches in diameter.

1.4.5 The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record.

1.4.6 A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.

1.4.7 Only one flagpole will be allowed per Lot. A flagpole can either be securely attached to the face of the residence (no other structure) or be a freestanding flagpole. A flagpole attached to the residence may not exceed 4 feet in length. A freestanding flagpole may not exceed 20 feet in height. Any freestanding flagpole must be located in either the front yard or backyard of a Lot, and there must be a distance of at least 5 feet between the flagpole and the property line.

1.4.8 Any flag flown or displayed on a freestanding flagpole may be no smaller than 3'x5' and no larger than 4'x6'.

1.4.9 Any flag flown or displayed on a flagpole attached to the residence may be no larger than 3' X 5'.

1.4.10 Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have flagpole removed until Owner resolves the noise complaint.

1.4.11 The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by Owner. Flag illumination may not shine into another residence. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves complaint.

1.4.12 Flagpoles shall not be installed in Common Area or property maintained by the Association. All freestanding flagpole installations must receive prior written approval from the Reviewer.

SECTION 1.5 RAIN BARRELS OR RAINWATER HARVESTING SYSTEMS

1.5.1 Rain barrels or rain water harvesting systems and related system components (collectively, "Rain Barrels") may only be installed after receiving the written approval of the Reviewer,

1.5.2 Rain Barrels may not be installed upon or within common area of Winn Ridge.

1.5.3 Under no circumstances shall Rain Barrels be installed or located in or on any area within a Lot that is in-between the front of the property owner's home and an adjoining or adjacent street,

1.5.4 The rain barrel must be of color that is consistent with the color scheme of the property owner's home and may not contain or display any language or other content that is not typically displayed on such Rain Barrels as manufactured,

1.5.5 Rain Barrels may be located in the side-yard or back-yard of an owner's Residential Parcel so long as these may not be seen from a street, another Lot or any common area of the Association,

1.5.6 In the event the installation of Rain Barrels in the side-yard or back-yard of an owners' property in compliance with paragraph e above is impossible, the Reviewing Body may impose limitations or further requirements regarding the size, number and screening of Rain Barrels with the objective of screening the Rain Barrels from public view to the greatest extent possible, The owner must have sufficient area on their Lot to accommodate the Rain Barrels.

1.5.7 Rain Barrels must be properly maintained at all times or removed by the owner.

1.5.8 Rain Barrels must be enclosed or covered.

1.5.9 Rain Barrels which are not properly maintained, become unsightly or could serve as a breeding pool for mosquitoes must be removed by the owner from the Lot,

SECTION 1.6 RELIGIOUS DISPLAYS

1.6.1 An owner may display or affix on the entry to the owner's Lot or residence one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief.

1.6.2 If displaying or affixing of a religious item on the entry to the owner's Lot or residence violates any of the following covenants, Winn Ridge may remove the item displayed:

- 1) threatens the public health or safety;
- 2) violates a law;
- 3) contains language, graphics, or any display that is patently offensive to a passerby;
- 4) is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's Lot or residence; or individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches

1.6.3 No owner or resident is authorized to use a material or color for an entry door or door frame of the owner's Lot or residence or make an alteration to the entry door or door frame that is not authorized by the Winn Ridge Declaration or otherwise expressly approved by the Reviewer.

PART TWO: RESIDENCES

SECTION 2.1 ROOFS

2.1.1 Roof Pitch: All roof pitches shall have a minimum of 6-in-12 slopes.

2.1.2 Roofing Materials: Roofing materials shall be asphalt shingles with a 25-year rated shingle having a minimum weight of 220 pounds per square (100 square feet) and have a weathered

brown or gray color. Other roofing materials shall not be used without written approval from the Architectural Control Committee.

2.1.3 Dormers & Above Roof Chimneys: Dormers and Chimney Chases, above roof structure and roofing materials, may be finished with an approved exterior grade siding material. All fireplace flues shall be enclosed and finished; exposed pre-fabricated metal flue piping is prohibited.

SECTION 2.2 CERTAIN ROOFING MATERIALS

2.2.1 Roofing shingles covered by this Section are exclusively those designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities (collectively, "Roofing Shingles").

2.2.2 Roofing Shingles allowed under these Guidelines shall:

- (1) resemble the shingles used or otherwise authorized for use in Winn Ridge;
- (2) be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use in Winn Ridge; and
- (3) match the aesthetics of the property surrounding the property of the owner requesting permission to install the Roofing Shingles.

2.2.3 The owner requesting permission to install the Roofing Shingles will be solely responsible for accrediting, certifying and demonstrating to the Reviewer that the proposed installation is in full compliance with paragraphs a and b above.

2.2.4 Roofing Shingles shall be installed after receiving the written approval of the Reviewer.

2.2.5 Owners are hereby placed on notice that the installation of roofing materials may void or adversely other warranties.

SECTION 2.3 SOLAR PANELS

2.3.1 Solar energy devices, including any related equipment or system components (collectively, "Solar Panels") may only be installed after receiving the written approval of the Reviewer.

2.3.2 Solar Panels may not be installed upon or within common area or any area which is maintained by Winn Ridge.

2.3.3 Solar Panels may only be installed on designated locations on the roof of a home, on any structure allowed under any Winn Ridge dedicatory instrument, or within any fenced rear-yard or fenced-in patio of the owner's property, but only as allowed by the Reviewer. Solar Panels may not be installed on the front elevation of the home.

2.3.4 If located on the roof of a home, Solar Panels shall:

- (1) not extend higher than or beyond the roofline;
- (2) conform to the slope of the roof;
- (3) have a top edge that is parallel to the roofline; and

(4) have a frame, support bracket, or wiring that is black or painted to match the color of the roof tiles or shingles of the roof. Piping must be painted to match the surface to which it is attached, i.e. the soffit and wall. Panels must blend with the color of the roof to the greatest extent possible.

2.3.5 If located in the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line or visible from a Lot, common area or street.

2.3.6 The Reviewer may deny a request for the installation of Solar Panels if it determines that the placement of the Solar Panels, as proposed by the property owner, will create an interference with the use and enjoyment of land of neighboring owners.

2.3.7 Owners are hereby placed on notice that the installation of Solar Panels may void or adversely affect roof warranties. Any installation of Solar Panels which voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the owner.

2.3.8 Solar Panels must be properly maintained at all times or removed by the owner.

2.3.9 Solar Panels which become non-functioning or inoperable must be removed by the owner of the property.

SECTION 2.4 EXTERIOR WALLS

2.4.1 Exterior Wall Materials: All exterior walls, excluding doors, window and window units, shall be comprised of at least fifty (50%) percent masonry product. Masonry product shall include stone, brick, cultured stone and stucco, or equivalent, as well as permanent architecturally finished material, such as cementitious fiberboard or "hardiboard-type" material; provided, however, permanent architecturally finished material, such as cementitious fiberboard or "hardiboard-type" material, shall be limited to no more than forty (40%) percent of any exterior. Prohibited exterior finish materials include vinyl and wood siding, exterior insulation finishing system (EIFS), and manufactured wood products. Exterior walls shall be masonry and exterior-grade siding materials; minimum masonry coverage percentage for first floor walls shall be fifty percent (50%), excluding openings:

2.4.1.1 Front Walls: All front wall surfaces shall be full (100%) masonry, except siding may be used for hidden or concealed wall surfaces not directly visible from the lot front property line. Siding can be used in limited quantities for upper gable areas that would create a "brick-on-wood" condition; this provision is for special conditions only and is not intended to reduce the essential 100% masonry requirement for the front wall areas and approval of the use of this provision is at the sole discretion of the Reviewer.

2.4.1.2 Side Walls: Side wall surfaces of the first floor may be constructed using a mixture of masonry and exterior-grade siding as required to comply with the minimum fifty percent (50%) masonry overall requirement; second floor side wall surfaces may be exterior-grade siding materials provided that masonry shall be used for a minimum often (10) feet back from a "front wall" intersection.

2.4.1.3 Rear Walls: Rear wall surfaces of the first floor may be constructed using a mixture of masonry or exterior-grade siding as required to comply with the minimum fifty percent (50%) masonry overall requirement; second floor wall surfaces may be exterior-grade siding materials.

2.4.1.4 Chimneys: Chimney wall structures that are a direct extension of an exterior wall shall match the requirement of said wall.

Notwithstanding the foregoing or anything to the contrary contained herein, in the event that then development standards of the City conflict with the foregoing requirements, the development standards established by the City and applicable to the Property shall govern and control.

SECTION 2.5 ELEVATION AND BRICK USAGE

2.5.1 Same Plan with Same Elevation: The repeat of the same floor plan with the same elevation design shall be governed by the following provisions:

2.5.1.1 Same Side of Street: When residences, using the same elevation, are constructed on the same side of the street, they shall be separated by a minimum of two (2) lots. A one (1) lot separation will be permitted when a street intersection occurs, the street right-of-way serves as a lot equivalent.

2.5.1.2 Opposite Side of Street: When residences, using the same elevation, are constructed on opposite sides of the street, they shall not be constructed directly across from each other.

2.5.2 Repeat Brick Usage: All residence submittals shall calculate the percentage coverage for each material as follows:

2.5.2.1 Same Side of Street: No combination of brick color shall be repeated for adjacent residences. Street and alley intersections are acceptable separation elements.

2.5.2.2 Opposite Side of Street: There are no restrictions for the use of brick color for residences on opposing sides of the street.

2.5.3 Exterior Material Area Calculations: All residence submittals shall calculate the percentage coverage for each material as follows:

2.5.3.1 Calculation Method: Calculations for material coverage percentages shall include all exposed areas of the wall surface, excluding window and door openings.

2.5.3.2 Calculation Format: Calculations shall indicate the area coverage for front, side, and rear wall areas. Calculations shall be submitted in the following format:

Brick Calculations

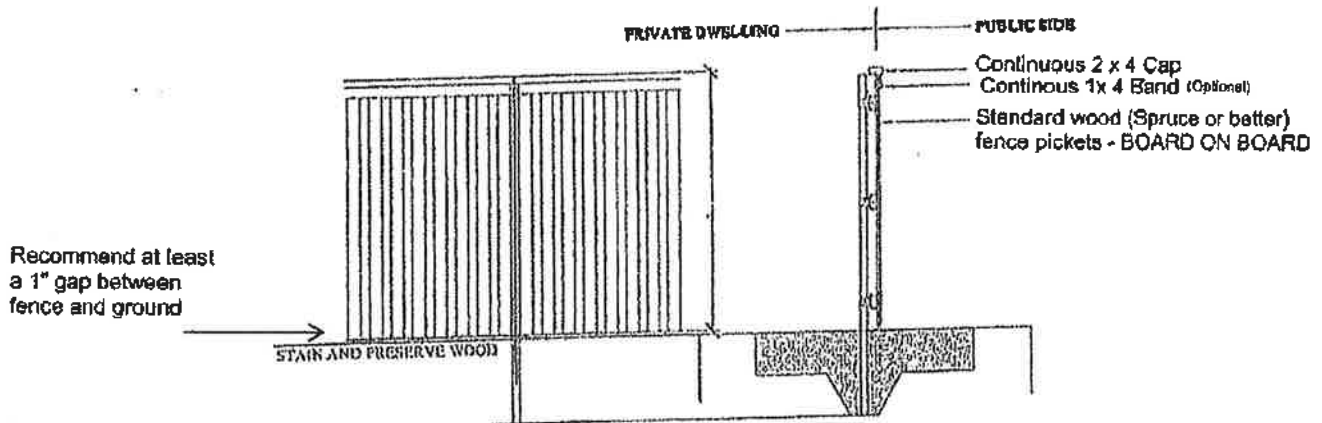
| | | | |
|------------------------|-------------|------|------|
| Overall | | | |
| Total Wall Area | Total Brick | 0 sf | 0 sf |
| Area | | 0% | |
| Total Brick Percentage | | | |
| Front | | | |
| Total Wall Area | Total Brick | 0 sf | 0 sf |
| Area | | 0% | |
| Total Brick Percentage | | | |
| Left | | | |
| Total Wall Area | Total Brick | 0 sf | 0 sf |
| Area | | 0% | |
| Total Brick Percentage | | | |
| Right | | | |
| Total Wall Area | Total Brick | 0 sf | 0 sf |
| Area | | 0% | |
| Total Brick Percentage | | | |
| Rear | | | |
| Total Wall Area | Total Brick | 0 sf | 0 sf |
| Area | | 0% | |
| Total Brick Percentage | | | |

** Openings removed from areas in all calculations

- Exhibit Attachment 1.2.1.1 - Fencing on corner lots and backing up to major thoroughfare
- Exhibit Attachment 1.2.2.1 - Standard Side and Rear Yard Fences
- Exhibit Attachment 1.2.3.1 – Fencing, Bioswale and Masonry Wall Locations
- Exhibit Attachment 1.2.3.2 – Wrought Iron Fencing Details for Greenbelt / Open Space Lots
- (Some but, NOT ALL Wrought Iron Fencing Details and Locations are shown on Exhibit 1.2.3.1. Check with ACC before installing your fence)**
- Exhibit Attachment 1.3.1 – Cluster Mailbox Design

EXHIBIT ATTACHMENT 1.2.1.1

POSTS MUST BE STEEL AND ALL POSTS MUST BE
INSTALLED ON THE INSIDE.



FENCE MUST BE PRE-STAINED SPRUCE OR BETTER. APPROVED STAIN COLORS ARE:

Manufacturer: Sherwin Williams Color: Banyan Brown - or similar color acceptable to ACC.

Manufacturer: Sherwin Williams Color: Sable Brown - or similar color acceptable to ACC.

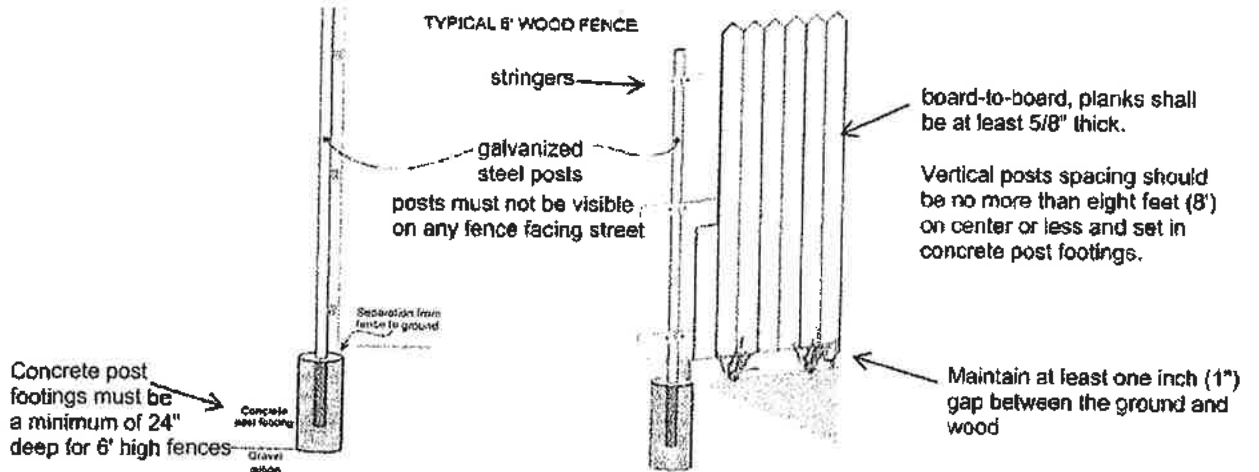
Manufacturer: Sherwin Williams Color: Seal Rite Medium Brown - or similar color acceptable to ACC.

ATTACHMENT 1.2.1.1 MAJOR THOROUGHFARE AND CORNER LOT FENCE DETAILS

EXHIBIT ATTACHMENT 1.2.2.1

STANDARD SIDE AND REAR YARD FENCES

Fences may be constructed of Spruce or better



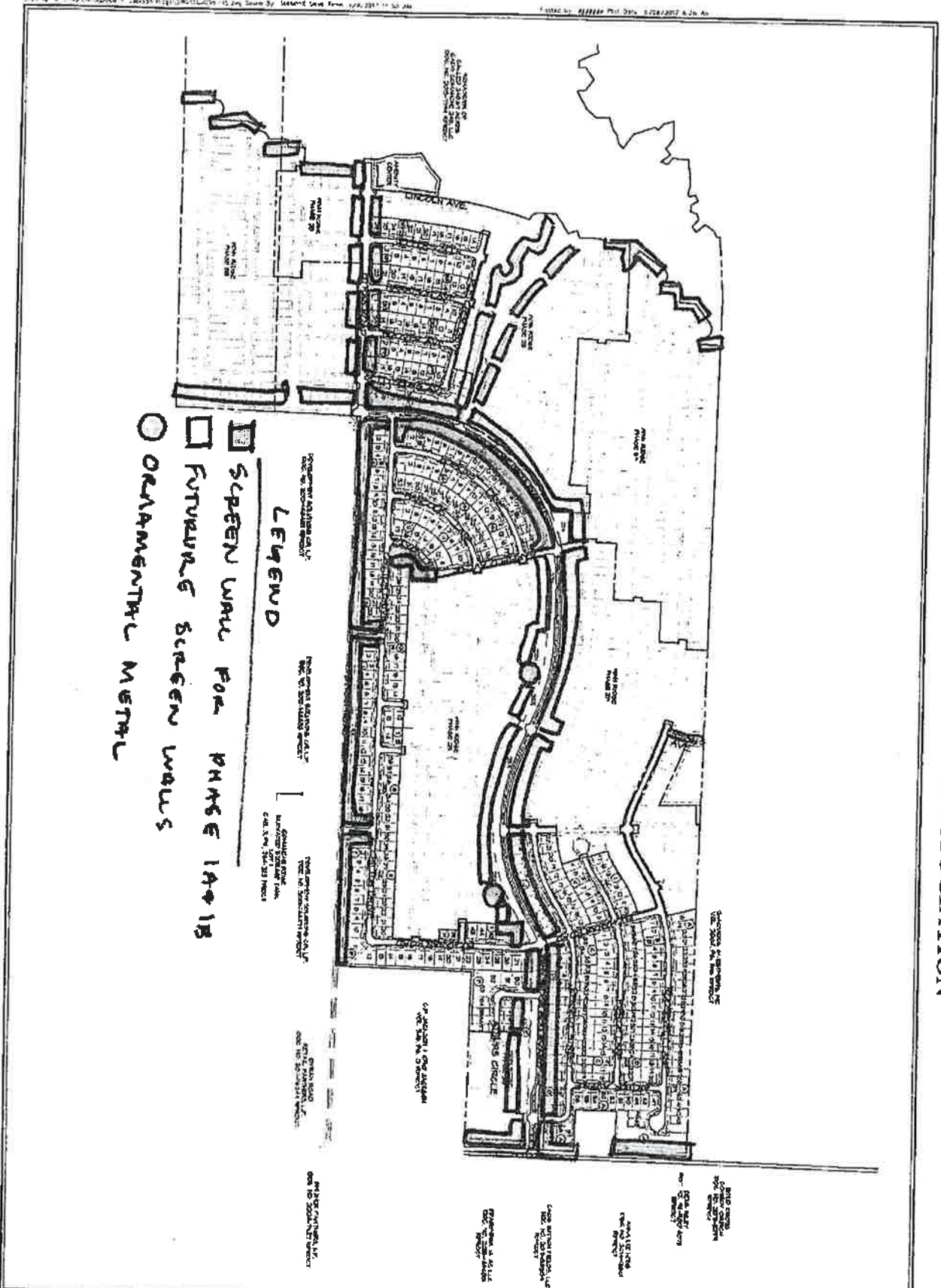
TOP RAIL REQUIRED. TRIM FOR SIDE AND REAR YARD FENCES NOT VISIBLE FROM THE STREET ARE OPTIONAL. ALL PORTIONS OF THE FENCE THAT MAY BE VIEWED FROM ANY STREET SHALL BE STAINED WITH THE COLOR SPECIFIED BELOW.

Stain color:

Manufacturer: Sherwin Williams Color: Seal Rite Medium Brown - apply per product installation

EXHIBIT ATTACHMENT 1.2.3.1

WINN RIDGE HOMEOWNERS ASSOCIATION

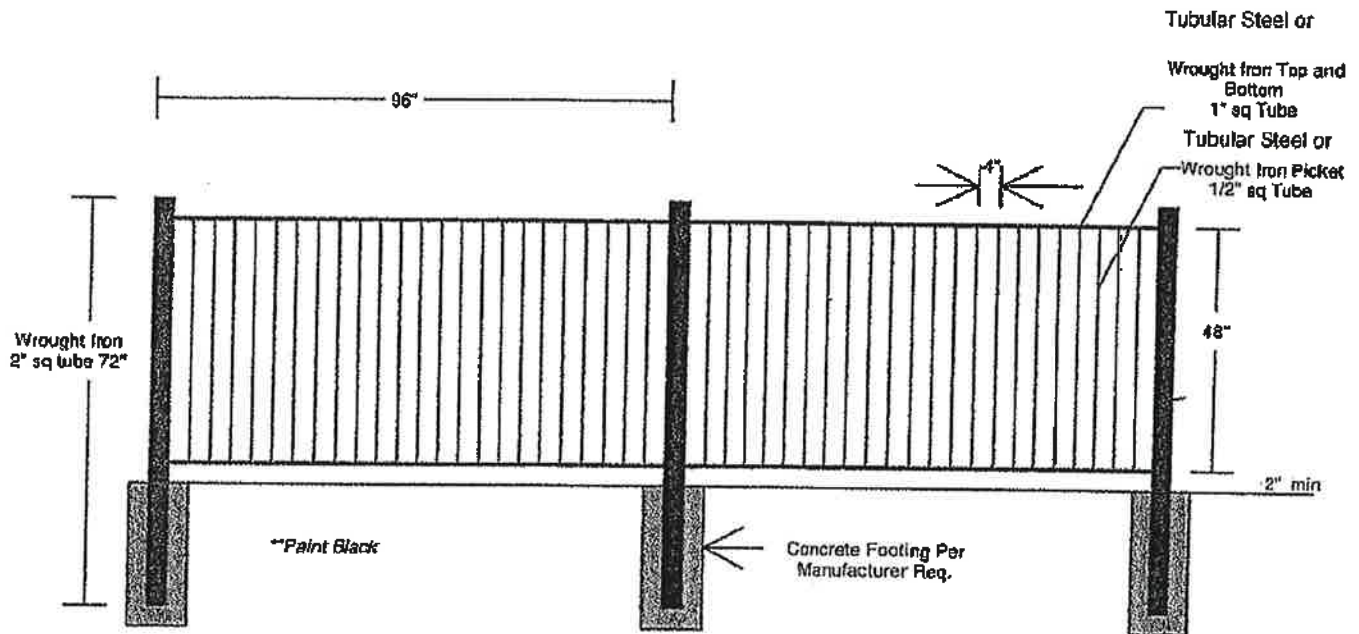


- LEGEND**
- ▭ SCREEN WALL FOR PHASE 1A & 1B
 - FUTURE SCREEN WALLS
 - ORNAMENTAL METAL

| | | | | |
|--|--|--|--|--|
| | | | | LANDSCAPE AND SCREENING Overall Layout Plan Winn Ridge Ph 1A & 1B City of Aubrey, Denton County, Texas |
| | | | | PROJECT NO. 15-000000-0000 DATE: 11/15/17 DRAWN BY: [Name] CHECKED BY: [Name] |

EXHIBIT ATTACHMENT 1.2.3.2
Greenbelt, Open Spaces and Parks
May also apply to Side and Rear Yards
Refer to CCR's and Design Guidelines for rules

Iron Fence Detail



Attachment: 1.2.3.2