



DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LUCAS OAK BROOK HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LUCAS OAK BROOK HOMEOWNERS ASSOCIATION, INC. (the "Declaration") is made as of this 6th day of November, 2014, by LUCAS REAL ESTATE, LLC a Texas Limited Liability Company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described on **Exhibit A** (the "Land"); and

WHEREAS, Declarant desires to create on the Land a residential community with certain amenities for the common benefit of residents of the community; and

WHEREAS, Declarant desires to provide for, among other matters, certain restrictions to protect and preserve the desired character of the community and, to this end, desires to subject the Land and such additional land as may hereafter be made subject to this Declaration to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Land and its present and future owners;

NOW, THEREFORE, Declarant declares that the Land and such additional real property as may hereafter be made subject to this Declaration is and shall be held, transferred, sold, conveyed, used and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

**ARTICLE I
DEFINITIONS**

1.1 The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a) “Architectural Guidelines” shall have the meaning assigned to such term in Section 8.2 hereof.

(b) “Association” means and refers to the LUCAS OAK BROOK HOMEOWNERS ASSOCIATION, INC. Prior to conveying any Lot to any other Owner, Declarant shall cause such entity to be organized as a Texas non-profit corporation.

(c) “Board of Directors” means the board of directors of the Association.

(d) “Common Area” means the portion of the Land now or hereafter so designated by Declarant that is not situated within a Lot, and any other property rights within the Land which are known, described or designated or which shall subsequently be intended for or devoted to, the common use and enjoyment of all the Members, including but not limited to entrances to the subdivision, mowing areas, drainage easements, any and all ponds and surrounding Land.

(e) “Common Improvements” means any improvements initially made by Declarant within the Common Area, together with such other improvements as may be made hereafter by the Association.

(f) “Common Property” means the Common Area and Common Improvements, collectively.

(g) “Compatible Use” means land usage for schools, churches, recreational facilities, playing fields and any other uses Declarant determines to be compatible with residential land use.

(h) “Declarant” means the Declarant and its successors in interest to the Land either through (i) a voluntary disposition of all (or substantially all) of the assets of Declarant, (ii) the voluntary assignment of any or all of the rights of Declarant as Declarant, or (iii) an involuntary disposition of all or any part of the Land owned by Declarant prior to completion of development of the Land as a residential community. No Person purchasing one or more Lots in the ordinary course of business shall be considered as “Declarant”.

(i) “Land” means the real property in Collin County, Texas described on **Exhibit A**, attached hereto and incorporated herein for all purposes, and such other real property as may be made subject to the terms of the Declaration in accordance with the provisions hereof.

(j) “Lot” means a residential lot shown as such on the Subdivision Plat and which is or is intended to be improved with a dwelling. Some portions of the Common Area may be platted as a “lot” on a recorded Subdivision Plat, however, these lots are

expressly excluded from the definition of "Lot" as used herein.

(k) "Member" means a member of the Association.

(l) "New Construction Committee" shall have the meaning assigned to such term in Section 8.1 hereof. The New Construction Committee is sometimes referred to herein as the "Committee".

(m) "Owner" shall mean and refer to every Person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers. If a Lot is owned in undivided interests by more than one Person, each owner shall be an Owner for purposes of this Declaration. A Person that owns only a lien or other similar interest in a Lot as security for performance of an obligation is not an Owner with respect to that Lot.

(n) "Person" means any natural person, corporation, joint venture, partnership, association, trust or other legal entity.

(o) "Property" means the Land and all improvements thereto, whether now existing or hereafter placed thereon.

(p) "Subdivision" means any subdivision of land within the Land created by the filing of a map or plat thereof in the Deed and Plat Records of Collin County, Texas.

(q) "Subdivision Plat" means a subdivision plat covering a portion of the Land that is recorded in the Deed and Plat Records of Collin County, Texas, as such plat may be modified and amended from time to time hereafter.

(r) "Supplemental Declaration" means (i) an amendment to this Declaration subjecting Additional Land to this Declaration and (ii) an amendment to this Declaration which imposes additional restrictions on a portion of the Land already subject to this Declaration which may be enforced by the Association.

ARTICLE II

PROPERTY SUBJECT TO THE DECLARATION; ADDITION THERETO

2.1 Initial Property. From and after the recording of this Declaration in the Official Public Records of Real Property of Collin County, Texas, the Property shall be subject to this Declaration.

2.2 Addition to Property. Declarant contemplates that additional land ("Additional Land") in the vicinity of the Land may be made subject to this Declaration. Such addition may be accomplished by the recordation in the Official Public Records of Real Property of Collin County, Texas, of a Supplementary Declaration, signed by Declarant, which shall extend the scheme of the Declaration to the Additional Land, automatically extending the jurisdiction, functions, rights, and duties of the Declarant, the Association (including membership therein),

and the New Construction Committee to the Additional Land so added. If Declarant is not a Member immediately prior to the recordation of such Supplementary Declaration, then upon the recordation of such Supplementary Declaration, Declarant shall become a Class B Member. No consent or approval of the Board of Directors or of any Owner shall be required in order to extend the scheme of this Declaration to the Additional Land. If the Additional Land is made subject to this Declaration, then, without the necessity of any further action, the Additional Land shall be included within the definition of the Land, and all other terms of this Declaration shall be modified as necessary to extend the coverage of this Declaration to the Additional Land. If the Additional Land is made subject to this Declaration and at any time thereafter any portion of the Additional Land owned by Declarant is not platted into residential Lots, for the purposes of determining at that time the number of votes Declarant is entitled to cast and whether the Class B Membership has ceased, Declarant shall be deemed to own four (4) Lots per full acre contained in such unplatted portion of the Additional Land owned by Declarant. Upon the subsequent platting of any such portion of the Additional Land owned by Declarant into residential Lots, the number of votes Declarant is entitled to cast with respect to such Lots shall be determined with reference to the actual number of such Lots owned by Declarant.

ARTICLE III USE OF PROPERTY AND LOTS - PROTECTIVE COVENANTS

The Property and each Lot situated thereon shall be constructed, developed, occupied and used as follows:

3.1 Residential Purposes. Each Lot (including land and improvements) shall be used and occupied for either single family residential purposes or Compatible Use only. No Owner or other occupant shall use or occupy a residence on such Owner's Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family detached residence for the Owner or such Owner's tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for apartment or other multi-family use.

3.2 Replatting. No Lot shall be re-subdivided; provided, however (prior to conveyance to others), that Declarant shall have and reserves the right, at any time, or from time to time, to file a re-plat of all or any part of the Land to effect a reconfiguration of any Lots in the Land then owned by Declarant, and subject to obtaining any necessary approval, joinder or consent of the appropriate county and/or municipal authorities. The consent or approval of Owners other than Declarant shall not be required for such re-platting.

3.3 Drainage.

(a) Neither the Declarant nor its successors or assigns, shall be liable for, and each Owner hereby waives any right of recovery against Declarant, its successors and assigns for any loss of use of, or damage done to, any shrubbery, trees, flowers,

improvements, fences, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters.

(b) After completion of building construction on a Lot, the Owner of such Lot shall cause such Lot to be graded so that surface water will flow to streets, drainage easements, or Common Property across no more than one (1) other Lot. No Person shall obstruct or divert the natural drainage of the Land. Any applicable grading plan must be complied with in connection with the construction of a home on a Lot.

3.4 Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

3.5 Septic Tanks. All septic tanks shall be built and at all times operated and maintained in accordance with all local, state and federal rules, laws, codes and regulations regarding the same, and shall be kept at all times in compliance with all building codes regarding same. All septic tanks shall be chemically treated or otherwise serviced at reasonably sufficient intervals, in conformity with good practice and procedure, and pursuant to all rules and regulations established by the Board of Directors regarding the same.

3.6 Utilities. Each dwelling situated on a Lot shall be connected to the water lines as soon as practicable. The installation and use of any propane, butane, liquid petroleum gas or other gas tank, bottle or cylinder of any type (except portable gas grills), shall require the explicit, written approval of the New Construction Committee, and, if so approved, the New Construction Committee may require that such tank, bottle or cylinder be installed underground. Any control boxes, valves, connection, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the streets within or adjoining the Property or from any other Lot.

3.7 Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot except as expressly provided on any Subdivision Plat, or with the explicit, written approval of the New Construction Committee.

3.8 Driveways. Each Lot must be accessible to an adjoining street by a driveway suitable for such purposes and approved as to design, materials and location by the New Construction Committee before the dwelling located on any such Lot may be occupied or used.

3.9 Side Line and Front Line Setback Restrictions. No building or other structure shall be closer than fifty (50) feet to a front property line, twenty-five (25) feet to a side property line, and thirty (30) feet to a back property line unless otherwise approved by the Committee. The Committee may grant variances with respect to such setback requirements at its sole discretion, and contemplates doing so with respect to Lots located adjacent to creeks, lakes and other Lots where drainage is a necessary concern. Declarant may, from time to time, by appropriate instrument in writing and filed for record in Collin County, Texas, amend and alter the restrictions set out in this paragraph relative to the locations of improvements to be erected on

the Lots.

3.10 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 not be less than three thousand five hundred (3500) square feet, or the minimum habitable floor area as specified by the City of Lucas, whichever is greater.

3.11 Construction Requirements.

(a) All electric service shall be underground. No overhead power lines or telephone lines are permitted except as otherwise approved by Declarant.

(b) No above ground-level swimming pools shall be installed on any Lot. Upon explicit, written approval of the New Construction Committee, above ground-level hot tubs are permitted.

(c) No projections of any type shall be placed or permitted to remain above the roof of any structure with the exception of one or more chimneys on the dwelling and one or more vent stacks, without the explicit, written approval of the New Construction Committee for that particular structure.

(d) Basketball backboards may be installed above garage doors which are no closer than twenty feet (20') from any curb if, after installation, the basketball backboards do not face, and are not visible from, adjacent streets or Common Areas. Free standing and moveable basketball goals are permitted only in back yards and only if they are not visible from adjacent streets or Common Areas.

(e) Exterior colors, including paint trim, brick, siding and other building materials are subject to the prior approval of the Committee, in its sole and absolute discretion. All exterior colors, textures and materials must be compatible not only with the design motif but also with adjacent and surrounding Lots, and overall community appearances. Colors which appear to be offensively or distressingly bright will not be approved. Any change of exterior color shall conform to these requirements.

(f) Roof pitches must be a minimum of 6/12 front to back, decorative porches and period correct architecture minimum 4/12, 8/12 side to side.

(g) No exterior building walls erected or constructed shall be clad or covered with materials other than brick, brick veneer, stucco or stucco-like material, concrete siding in plank form (such as Hardi-Plank), stone or stone veneer. The above-named materials shall constitute at least eighty percent (80%) of each outside wall (except for the outside back wall which such materials shall constitute at least seventy percent (70%), excluding roofs, windows and doors, or unless otherwise approved by the Committee. A dwelling shall be placed on a Lot so as

to face the street on which the Lot faces. The Committee reserves the right and authority to approve non-masonry materials for one hundred percent (100%) of the outside walls of any house if the Committee determines that the quality and style of the structure are architecturally significant.

3.12 Garages. Each residence shall have a garage suitable for parking at least two (2) standard size automobiles. All garage doors shall be closed at all times when not in use. Every garage and accessory building (except a greenhouse) shall correspond in style and architectural and exterior building materials with the dwelling to which it is appurtenant. Porte cocheres must be approved by the New Construction Committee. No carport shall be built, placed, constructed or reconstructed on any Lot. As used herein, the term "carport" shall not be deemed to include a porte cochere. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purposes inconsistent with the garaging of automobiles.

3.13 Window Coolers. No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on any part of the Property without specific written permission from ARC.

3.14 Antenna, Satellite Dishes and Solar Collectors. No Owner may erect, maintain, or alter a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless (a) (i) such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center the public street right-of-way directly in front of the dwelling erected on such Lot, and (ii) the Owner has received the explicit, written approval from the New Construction Committee to the size, location and screening of such apparatus.

3.15 Fences and Walls. In all cases, fences must have specific approval from the Committee prior to construction. All fencing shall be wrought iron, not exceeding seven (7) foot in height, unless approved by the Committee.

3.16 Retaining Walls. The design and materials for all retaining walls shall be, written approval of the New Construction Committee for each particular retaining wall. Any retaining wall exceeding three feet in height, shall be engineered by a State of Texas certified structural engineer.

3.17 Landscaping. Each Lot shall be fully landscaped within ninety (90) days after the Certificate of Occupancy is obtained for the dwelling constructed on such Lot. Thereafter, the plans for any alterations, changes or additions to any landscaping of front yards and of side yards not enclosed by solid fencing must be approved by the Committee and shall comply with the requirements listed in the Architectural Guidelines. All such plans must be approved by the Committee on or before the date on which any alterations, changes or additions to any such landscaping are commenced. No more than twenty percent (20%) of any Lot that is not covered by the dwelling, garage, sidewalks and driveway may be covered by gravel without the explicit, itemized approval of the New Construction Committee. Unless the Committee grants a variance, all front yards will be required to have at least 3" caliper trees. All front yards and beds in the

front and side yards shall be irrigated with a sprinkler system.

3.18 Mailboxes, Trash Receptacles and Collection. Each mailbox serving a Lot shall be of a design and material consistent with the design and material of the dwelling constructed on the Lot, shall be of a material listed in the Architectural Guidelines, and shall be located and constructed as approved by the New Construction Committee. Each Lot Owner shall make or cause to be made appropriate arrangements with the City of Lucas, Texas, for collection and removal of garbage and trash on a regular basis. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the City of Lucas, Texas, and/or the Association, in connection with the storage and removal of trash and garbage. All trash, garbage, or waste matter shall be kept in tightly sealed bags or other approved containers which shall be maintained in a clean and sanitary condition. An Owner may place trash on the street curb abutting his or its Lot only on those days designated by the City of Lucas, Texas as trash collection days. On all other days, an Owner must keep all trash, garbage and other waste material hidden from public view. No Lot shall be used for open storage of any materials whatsoever, except that building materials to be used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon through completion of construction. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

3.19 Parking. On-street parking is restricted to approved deliveries, pick-up or short-term guests and short-term invitees and shall be subject to such reasonable rules and regulations as shall be adopted by the Board of Directors. Parking, but not storage, of automobiles in driveways is permitted.

3.20 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the dwelling to be built thereon, shall be placed on any Lot. Any truck, bus, boat, boat trailer, trailer, mobile home, camp-mobile, camper or any other vehicle other than conventional automobile shall, if brought within the Property, be stored, placed or parked within the garage of the appropriate Owner and concealed from view. However, Declarant reserves the exclusive right to erect, place and maintain, and may in its sole discretion, permit an owner to erect, place and maintain, such construction, sale and presale facilities and construction trailers upon the Property as may be necessary or convenient in connection with construction, development and sale activities or as otherwise deemed acceptable to the Declarant, without limitation. Such facilities may include, without limitation, temporary construction or sales offices, storage areas and portable toilet facilities. Declarant and builders shall also have the right to use a dwelling situated on a Lot as an office or model home in connection with construction and sales operations.

3.21 Signs, Flags and Other Yard Displays. No signs, emblems, flags or other yard displays shall be placed on any Lot to public view without the explicit, itemized approval of the New Construction Committee, as to form, content, and color, with the following exceptions:

(a) An Owner may erect on his Lot one (1) sign of customary dimensions (2' x 3' maximum) fastened only to a stake in the ground and extending not more than three feet (3') above the surface of the Lot in order to advertise his or its Lot for sale.

(b) Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, leasing and sale of the Lots.

(c) An Owner may make the patriotic display of flags not exceeding 4' x 6' in size in the yard of, and on the dwelling constructed on, his or its Lot.

(d) An Owner may place tasteful and traditional holiday displays and lights in the yard of, and on the dwelling constructed on, his or its Lot.

(e) A builder of a dwelling on any Lot may utilize one professional sign (of not more than six square feet (6 s.f.) in size per Lot for advertising and sales promotion of such Lot. A builder may also use flags and a larger sign or signs in connection with the operation of a sales center or model homes on the Land if such flags and sign or signs have received the specific approval of the New Construction Committee.

(f) Political signs no larger than 2' x 3' may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within ten (10) days after such election.

(g) Signs containing information about one or more children residing in the dwelling on a Lot and the school they attend shall be permitted so long as the sign is not more than 3' x 3' in size. There shall be no more than one sign for each child under the age of eighteen (18) years residing in such dwelling. Banners are not permitted.

(h) Signs or stickers provided to an Owner by a commercial security or alarm company providing service to a dwelling on a Lot shall be permitted so long as the sign is not more than 1' x 1' in size or the sticker is not more than 4" x 4" in size. There shall be no more than one sign per Lot and stickers on no more than half of the windows and one on the front door or front entry area.

3.22 Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Owners. No animals, reptiles, livestock, poultry or birds of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose. Horses, reptiles, ponies, goats, sheep, hogs, pigs, monkeys, chickens, ducks, peacocks, pigeons, guinea fowl, all feline animals, except domesticated cats, and exotic animals (such as llamas, emus, pot belly pigs, raccoons, cheetahs) shall not be deemed as household pets and are expressly prohibited. If any animal may,

in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or Lots, such animal shall be removed upon request of the Board. If the owner of such animal fails or refuses to honor such request of the Board, the animal may be removed at the direction of the Board. The cost and expense of such removal, shall be the sole responsibility of the owner of the animal removed. Such cost and expense shall attach to and become part of the Assessment and be secured in the manner described in Article VII of this Declaration.

3.23 Drilling and Mining Operations. No oil or gas drilling, water drilling or development operations, oil or gas refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, gas wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot.

3.24 Duty of Construction.

(a) All construction on any Lot shall be completed no later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set. For purposes hereof, construction shall be deemed completed the exterior of the dwelling is visually complete and a Certificate of Occupancy has been issued by the City of Lucas.

(b) In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause, each Owner covenants and agrees to complete all necessary repairs or reconstruction of the damaged improvements or remove all remaining improvements within one (1) year following the date that the damage occurs.

3.25 Maintenance of Lots and Improvements Thereon.

(a) Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep such Lot and all buildings, improvements, grounds or drainage easements thereon or other rights-of-way incident thereto, and the property between the curb and street and all vacant land thereon, in a well-maintained, clean and attractive condition at all times. Such maintenance shall include, but shall not be limited to, the following:

- (i) Prompt mowing of weeds, grass or other unsightly growth on vacant Lots;
- (ii) Prompt removal of all litter, trash, refuse and waste;
- (iii) Lawn mowing, on a regular basis;

- (iv) Tree and shrub pruning;
- (v) Watering landscaped areas;
- (vi) Keeping exterior lighting in working order;
- (vii) Keeping lawn and garden areas alive, free of weeds, and attractive;
- (viii) Keeping parking areas and driveways in good repair;
- (ix) Complying with all government health and police requirements;
- (x) Repairing of improvements;
- (xi) Cleaning and maintaining of landscaped areas lying between street curbs and Lot lines, unless such streets or landscaped areas are expressly designated to be maintained by applicable governmental authorities or the Association;
- (xii) Maintaining all exterior surfaces;
- (xiii) Maintaining and repairing fences, walls and retaining walls; and
- (xiv) Prompt removal of any ponding water on a Lot that contains or is adjacent to a completed dwelling.

(b) If, in the opinion of the Board of Directors, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such Person written notice of such failure, "violation," and such Person must within ten (10) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. Should any such Person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any Person. The Owners of any part of the land on which such work is performed shall jointly and severally be liable for the cost of such work (such costs constituting a Special Assessment as specified in Section 7.5(b) hereof) and shall promptly reimburse the Association for such cost including a reasonable charge for administrative costs attributable thereto, not to exceed five-hundred dollars (\$500.00) per violation.

3.26 Tree Preservation. No Person shall damage or destroy any tree on, or remove any tree from, a Lot prior to the commencement of construction of a dwelling on such Lot. In connection with the construction of a dwelling on such Lot, a builder or Owner shall have the right to remove any tree on the Lot that is located within (a) the building pads for the dwelling and garage, (b) sidewalks and driveways, (c) easements, and (d) a five foot (5') buffer zone

surrounding any of the foregoing. A builder (upon written request of the Owner or of a prospective Owner who has entered into a binding purchase agreement and construction contract with the builder covering such Lot) or Owner shall have the right to remove any juniper trees, mesquite trees, hackberry trees, Bois D'arc trees, and cedar trees with a trunk caliper of less than five inches (5"). A builder (upon written request of the Owner) or Owner shall have the right to remove cedar trees with a trunk caliper of five inches (5") or more, but must immediately thereafter replace the removed cedar tree with one or more hardwood trees having a combined trunk caliper equal to or greater than that of the removed cedar tree. No Person shall damage any other tree on a Lot. No Person shall destroy any other tree on, or remove any other tree from, a Lot unless such tree is dead, diseased or, because of its condition, otherwise presents a risk of damage to property or injury to person.

3.27 Maintenance of Common Property. The Association shall maintain the Common Property, including, without limitation, any landscape buffer, open space and trail improvements located on Common Property.

ARTICLE IV PROPERTY RIGHTS IN COMMON PROPERTY

4.1 Title to the Common Property. The Declarant shall dedicate and convey the fee simple title to the Common Property to the Association prior to or upon completion of Declarant's initial construction of the Common Improvements. The Declarant may, in its sole discretion, subsequently dedicate and convey fee simple title to additional Common Area to the Association.

4.2 Owners' Easement of Enjoyment. Subject to the provisions of Section 4.3 of this Article, every Owner and every tenant of every Owner, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a right and easement of use and enjoyment in and to the Common Property, except those portions thereof which have been designated as Exclusive Common Area as herein provided, and such easement shall be appurtenant to and shall pass with the title of every Lot; provided, however, such easement shall not give any such Person the right to make alterations, additions or improvements to the Common Property.

4.3 Extent of Owners' Rights and Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to adopt, amend, enforce and revoke rules and regulations governing the use, operation and maintenance of the Common Property including, without limitation, the authority to assess fines against Owners violating such rules and regulations. The Association is further authorized and empowered to prohibit the use, or to limit the manner and extent of use, of the Common Property by Owners owing unpaid fines or Assessments or violating rules and regulations of the Association.

(b) The right of the Association to enter into and execute contracts with third

parties (including the Declarant, or an affiliate of the Declarant) for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association;

(c) The right of the Association, subject to approval by written consent by the Member(s) having a majority of the outstanding votes of the Association, in the aggregate, regardless of class, to dedicate or transfer all or any part of the Common Property (other than the Recreation Center and Recreation Center Land) to any public agency, authority, or utility company for such purposes and upon such conditions as may be approved by such Members; and

(d) The right of the public to the use and enjoyment of public rights-of-way, if any, located within the Common Property.

4.4 Restricted Actions by Owners. No Owner shall permit anything to be done on or in the Common Property (i) that would violate any applicable public law or zoning ordinance, (ii) that would result in the cancellation of, or increase of any premium for, insurance carried by the Association, (iii) that would be in violation of any law, or (iv) that would create a nuisance for other Owners. No waste shall be committed in the Common Property.

4.5 Rights of Declarant During Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, until Declarant has developed and sold off all of the Land, it shall be expressly permissible for Declarant and any Owner approved by Declarant to maintain and carry on, upon such portion of the Land as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such Owner's development, construction, and sales activities related to their Property, including, without limitation: the right of access, ingress and egress for pedestrian and vehicular traffic over, under, on or in the Land; the right to tie into any portion of the Land with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee to Declarant or such Owner, but with applicable tap-on and other fees to the Person providing utility services for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Land; the right to carry on sales and promotional activities in the Land; the right to place signs in the Common Area and in road rights-of-way within the Land; and the right to construct and operate business offices, construction trailers, model dwellings, information and sales offices. Declarant and any such Owner may use Lots owned or leased by Declarant or such Owner as model dwellings and sales offices; and Declarant shall be entitled, without the consent or joinder of any other Person, to amend this Declaration in any respect to the extent that it applies to any portion of the Declarant Tract owned by Declarant. In addition, Declarant shall be entitled, without the consent or joinder of any other Person, to amend this Declaration in any respect to the extent that it applies to any portion of the Land owned by Declarant that, at the time of such amendment.

4.6 Damage to the Common Property. Each Owner shall be liable to the Association for all damage, other than ordinary wear and tear, to the Common Property caused by the Owner or such Owner's family, pets, tenants or other occupants of such Owner's Lot. The Common Property may be subject to storm water overflow, natural bank erosion and other natural or man-made events or occurrences which cannot be defined or controlled. Under no circumstances shall Declarant or the Association ever be liable, and each Person hereafter becoming an Owner hereby waives any right to recovery from Declarant or the Association, for any damages or injuries of any kind or character or nature whatsoever resulting from (i) the occurrence of any natural phenomena, (ii) the failure or defect of any structure or structures situated on or within the Common Property, including failures or defects occurring through the negligence of contractors employed by Declarant or the Association, or (iii) any negligent or willful act, conduct, omission or behavior of any Owner, or other individual, group of individuals, entity or enterprise occurring on, within or related to the Common Property.

ARTICLE V EASEMENTS

5.1 Universal Easement and Drainage Easement. Each Lot within the Property and the Owner of such Lot are hereby declared to have an easement on adjoining Lots not to exceed ten feet (10') each on both sides in width from the common property line of such Lots for the purpose of maintaining and repairing any dwelling or other structure that encroaches over the boundary line of a Lot due to inadvertent surveying errors, drainage, or placement of neighboring fence, or inadvertent engineering errors, errors in original construction, settlement or shifting of the dwelling or other structure, or any other cause. Declarant hereby reserves the same ten feet (10') on both sides in width easement over all Lots and over all Common Areas for the purpose of maintaining and repairing improvements constructed by it that encroach onto adjoining Lots or Common Areas. However, the benefits of the easements reserved or created in this Section 5.1 shall not be available with respect to an encroachment occurring due to willful misconduct of any Owner. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lots and Common Area benefited by such easements and shall run with the land and inure to the benefit of successive owners of such Lots or Common Area.

5.2 Utility Easements and Use of Surface Areas. Easements for installation and maintenance of underground utilities and lighting within the Common Areas are or will be reserved as shown and provided for on any applicable Subdivision Plat.

5.3 Emergency and Public Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other public service vehicles and personnel to enter upon the Common Property, including the private streets, in the performance of their duties. In addition, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Common Property to render any service.

5.4 Ingress and Egress by the Association. The Association is hereby granted full rights of ingress and egress over and upon all Lots at all times for the maintenance and repair of each Lot and the Common Property in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused by the Association's entry, other than damages caused by the failure of the Owner to comply herewith, shall be repaired by the Association at the expense of the Association.

ARTICLE VI HOMEOWNERS ASSOCIATION

6.1 Purposes. The Association shall have the duty and responsibility to administer and maintain the Common Property, to establish and collect Assessments and to disburse collected funds as so permitted, to enforce this Declaration, and to engage such contractors, vendors, employees or agents as it deems necessary to carry out the foregoing purposes.

6.2 Membership. Every Owner shall automatically be a Member of the Association.

6.3 Classes of Membership. The Association shall have two classes of voting membership:

(a) Class A Members. Class A Members shall be all Owners who are not Class B Members. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one Person holds such interest or interests in any Lot, all such Persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) Class B Members. Class B Members shall be Declarant and any Owner who acquires a Lot for the purpose of constructing a dwelling on any Lot for sale to consumers. If at any time any portion of the Land owned by Declarant is not platted into residential Lots, for the purposes of determining at that time the number of votes Declarant is entitled to cast and whether the Class B Membership has ceased, Declarant shall be deemed to own four (4) Lots per full acre contained in such unplatted portion of the Land owned by Declarant. Upon the subsequent platting of any such portion of the Land owned by Declarant into residential Lots, the number of votes Declarant is entitled to cast with respect to such Lots shall be determined with reference to the actual number of such Lots owned by Declarant. Declarant shall be entitled to ten (10) votes for each Lot owned by a Class B Member. Class B Members other than Declarant shall be non-voting Members. The Class B membership shall cease, and each Class B Member shall become a Class A Member, on the first to occur of (i) the date on which the total number of votes outstanding in the Class A membership is thirty (30) times greater than the total number of votes outstanding in the Class B membership; or (ii) the last to

occur of the date that is the tenth (10th) anniversary of (x) the date of this Declaration or (y) if so added, the date the Additional Land is added to the coverage of this Declaration. If the Additional Land is added to the coverage of this Declaration, and if Class B membership has theretofore ceased, then the Class B membership shall be reinstated effective as of the date the Additional Land is so added.

6.4 Administration and Maintenance of the Common Property. The Association shall take the actions required to care for and preserve the Common Property. The Board of Directors shall be empowered to establish, amend and repeal rules for the use of the Common Property.

6.5 Assessments, Reserve Funds. The Board of Directors shall administer the Assessment process described in Article VII hereof. The Board of Directors may establish reserve funds from Assessments for the purpose of accumulating funds to pay the cost of repairing, refurbishing and replacing any Common Property. Reserve funds shall be accounted for separately from other funds.

6.6 Disbursement of Association Funds. The Board of Directors shall have the exclusive right to authorize the Association to contract for all goods, services, and insurance and to hold and disburse Association funds in payment therefore.

6.7 Declaration Enforcement. If, as and when the Board of Directors, in its sole discretion, deems necessary, it may cause the Association to take action to enforce the provisions of this Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation thereof.

6.8 Liability Limitations. Neither any Member nor the Board of Directors (or any of them) nor the officers (if any) of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for the negligence, willful misconduct or other tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither the Declarant nor the Association, its directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. The organizational documents of the Association shall provide to the Board of Directors, the officers of the Association, and its employees, the maximum exculpation from liability and indemnification permitted under applicable Texas law.

ARTICLE VII ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments. For each Lot owned by each Owner, such Owner shall be deemed to covenant and agree to pay to the Association (or to an entity or collection agency designated by the Association): (i) all annual maintenance assessments or charges ("Maintenance Assessments") assessed against his or its respective Lot or Lots, which assessments shall be on a calendar year basis; (ii) all special

assessments for capital improvements ("Capital Assessments") assessed against his or its respective Lot or Lots, such assessments to be fixed, established and collected from time to time as herein provided; and (iii) all individual special assessments ("Special Assessments") levied against such Owner to reimburse the Association for the costs for maintenance and/or repairs to Common Property caused by the willful or negligent acts of the individual Owner or such Owner's family, pets, tenants or other occupants of such Owner's Lot, and for maintenance or repair to the Owner's Lot or improvements thereon in accordance with Section 3.25(b) hereof. Such assessments shall be fixed, established and collected from time to time as herein provided. The Maintenance, Capital and Special Assessments (in general, "Assessments"), together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and a continuing lien upon each Lot against which each such Assessment is made. Each such Assessment together with interest thereon and costs of collection thereof as hereinafter provided, shall also be the continuing personal obligation of each Person who was an Owner of such Lot at the time when the Assessment became due. Notwithstanding any provision of this Declaration seemingly to the contrary, no Assessments shall be assessed or payable with respect to any portion of the Land that is not platted into residential Lots.

7.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, welfare, common benefit, and enjoyment of the residents of the Lots, including in particular for the maintenance of the Common Property and improvements thereto, and, if deemed desirable by the Board of Directors, other property not owned by the Association, and for their management and supervision, and for carrying out the duties of the Association or the Board of Directors as set forth in this Declaration or in the articles of incorporation or bylaws of the Association.

7.3 Initial Improvement and Maintenance of the Common Property. Initially, all improvement of the Common Property shall be the responsibility of the Association and shall be undertaken by Declarant at the Association's sole cost and expense with no right to reimbursement from the Declarant. The exact nature of improvement to the Common Property shall be within the sole discretion of the Declarant. Following the construction of the Common Property, the responsibility for maintenance of Common Property shall automatically be assumed by the Association, and Declarant's responsibility therefore shall be limited to that described in Section 7.4(c) below.

7.4 Basis and Amount of Maintenance Assessments.

(a) The Board of Directors may impose an initial capital/maintenance assessment at the closing of the sale of each Lot in an amount not to exceed \$1,000 per Lot.

(b) At least once a year, the Board of Directors shall set the amount of the Maintenance Assessment that may be levied against each Lot for the succeeding year. If in any year the Board of Directors fails to set a Maintenance Assessment for such year, the Maintenance Assessment shall be deemed to be the same as the Maintenance Assessment for the preceding year.

(c) When the Maintenance Assessment is computed for Lots, all or a portion of such Maintenance Assessment shall be payable to the Association by the Member according to the status of such Member as follows:

(i) When the Lot is owned by a Class A Member the full Maintenance Assessment shall be payable.

(ii) When the Lot is owned by a Class B Member, no Maintenance Assessment shall be payable.

(d) Notwithstanding anything herein contained to the contrary, (i) the first Maintenance Assessment shall be made January 1, 2016; and (ii) prior to January 1, 2016, the full Maintenance Assessment chargeable against any Lot for which a full Maintenance Assessment is payable shall not exceed \$100.00 per month unless approved by a majority of the votes of the then existing Class A Members. In order to maintain the Common Property and sustain the services contemplated by Declarant, Declarant anticipates that during the period of time prior to January 1, 2016, it may, in its discretion, provide amounts in excess of the funds raised by the Maintenance Assessments in order to maintain the Common Property within reasonable standards. If, in any year prior to January 1, 2014, Declarant advances funds for maintenance in excess of the Maintenance Assessment, such excess shall be a debt of the Association to Declarant payable out of any Maintenance Assessments received by the Association. The Board of Directors may evidence such debt with a promissory note from the Association repayable to Declarant on such terms as the Board of Directors shall determine.

(e) Written notice of the Maintenance Assessment to be paid by each Member shall be sent to every Member, but for Lots having more than one Owner, only one Member for such Lot shall be entitled to notice. The Member to whom notice shall be sent shall be as requested in writing by the Owners of such Lot and in the event of conflicting or uncertain instruction, the recipient of such notices shall be determined by the Association.

7.5 Capital Assessments and Special Assessments.

(a) The Association may levy in any assessment year a Capital Assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Property or Common Property, including the necessary fixtures and personal property related thereto; provided that if the total amount of the Capital Assessment against all of the Lots would exceed \$50,000 in the aggregate, such Capital Assessment shall be made only after it has received the affirmative approval of a majority of the votes of Class A Members.

(b) Upon an affirmative vote of a majority of the members of the Board of Directors of the Association, the Association may levy Special Assessments against any individual Owner for reimbursement for maintenance or repairs, for other than ordinary wear and tear, occasioned by the willful or negligent acts of such individual Owner or such Owner's family, pets, tenants or other occupants of such Owner's Lot, for maintenance or repair to the Owner's Lot or improvements thereon in accordance with Section 3.25(b) hereof, and for any other cost incurred by the Association in performing the obligations of the Owner under this Declaration or any applicable Supplemental Declaration.

7.6 Uniform Maintenance and Capital Assessments. Except as otherwise provided in Section 7.4(b), Maintenance Assessments and Capital Assessments must be fixed at a uniform amount for all Lots.

7.7 Date of Commencement of Assessments; Due Date. The Board of Directors may, from time to time, establish the date that particular Assessments provided for herein shall be payable and may provide for payment of Assessments in monthly, quarterly, semi-annual or annual installments.

7.8 Effect of Non-Payment of Assessments; Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any Assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such Assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot, and shall be a personal obligation of the Owner of such Lot and his heirs, executors, devisees and personal representatives. The personal obligation of the then-existing owner to pay such Assessment, however, shall remain his or its personal obligation and shall not be a personal obligation of his or its successors in title unless expressly assumed by them. However, the lien for unpaid Assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. By accepting a deed or other conveyance to a Lot or Lots every Person hereafter acquiring any interest in such Lot or Lots shall be deemed to have covenanted and agreed to pay the Assessments provided for herein in the same manner as if the covenant and agreement to pay were expressly set forth in such deed or other conveyance, without regard to whether such covenant and agreement shall actually be so expressed in any such deed or other conveyance. No Owner may waive or otherwise escape personal liability for the Assessments provided herein by non-use of the Common Property or abandonment of his or its Lot.

(b) The Association may give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's failure to pay any Assessment when such payment has not been received within ten (10) days after the date

such Assessment was due.

(c) If any Assessment or part thereof is not paid when due, the unpaid amount of such assessment shall bear interest from the due date at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the highest non-usurious rate of interest permitted by applicable law, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such unpaid Assessment any and all costs of collection incurred by the Association, including reasonable attorneys' fees.

(d) Without limiting the other remedies available to the Association hereunder, for the purpose of further securing the payment and performance of each Owner's obligations hereunder, by accepting title to a Lot, the Owner thereof shall be deemed to have granted to the Association a contract lien covering such Lot, together with the right to appoint and remove a trustee and any number of substitute trustees and to cause the trustee or substitute trustee to foreclose the Association's lien against such Lot pursuant to foreclosure conducted in accordance with the provisions of Chapter 209 of the Texas Property Code.

(e) In addition to the other remedies available to the Association under this Section 7.8, the Association shall have the authority to exercise all of the remedies contemplated by Section 4.3(a) hereof against Owners that fail to pay Assessments in a timely manner.

(f) Alternative Payment Schedule for Certain Assessments:

Upon request of an owner with a delinquent account with the Association, the Board shall enter into a payment plan with such owner, subject to the following guidelines:

(i) The payment plan is available to owners who have delinquent Maintenance Assessments, Capital Assessments, Special assessments or any other amount owed to the Association.

(ii) During the course of the payment plan, additional monetary penalties, other than reasonable costs associated with the administration of the payment plan and interest, shall not be charged to the owner's account.

(iii) From the date of the owner's request, the delinquent balance shall be paid over a period of not less than three (3) months or more than eighteen (18) months with an initial payment of 20% of the amount owed and the remaining payments in equal installments. Payments must be received by the Association no later than the 15th day of each month.

(iv) A payment plan will not be available, except at the sole discretion

of the Board, to owners who have failed to honor terms of a previous payment plan during the two years following the owner's default of such a previous payment plan.

(v) All of the terms of the payment plan other than those terms set forth in Texas Property Code § 209.0062 are at the sole discretion of the Board of Directors.

(vi) All payment plans shall be set forth in writing and signed by both the Board and by the respective owner.

(g) Priority of Payments. Except as otherwise authorized by law, payments received by the Association from an owner shall be applied to the owner's debt to the Association in the following order of priority:

(i) Any delinquent assessments;

(ii) Any current assessments;

(iii) 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;

(iv) Any attorney's fees incurred by the Association that are not subject to the proceeding subsection 2(c);

(v) Any fines assessed by the Association; and

(vi) Any other amounts owed to the Association.

If at the time that the Association receives a payment from an owner, the owner is in default under a payment plan entered into with the Association:

(a) the Association is not required to apply the payment in the order of priority specified above; and

(b) in applying the payments a fine assessed by the Association may not be given priority over any other amount owed to the Association.

7.9 Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate and inferior to the lien of any bona fide first lien mortgage or deed of trust now or hereafter placed upon the Lots subject to Assessment; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a foreclosure of such lien pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve such Lots or the purchaser thereof from liability for the amount of any Assessments thereafter becoming due nor from the lien of any such subsequent

Assessment. Upon request by an Owner, the Board of Directors shall consider and may, in its sole discretion, approve or disapprove the subordination of the lien of this Declaration to liens other than first lien mortgages or deeds of trust.

7.10 Exempt Property.

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

(a) All Property dedicated and accepted by the local public authority and devoted to public use.

(b) All Common Property.

**ARTICLE VIII
ARCHITECTURAL CONTROL**

8.1 New Construction Committee. The New Construction Committee (hereinafter sometimes referred to as "the Committee") shall be composed of up to three (3) individuals selected and appointed by Declarant if, at the time of appointment, Declarant owns any portion of the Land and shall be selected and appointed by the Board of Directors if, at the time of appointment, Declarant does not own any portion of the Land. The Committee shall function as the representative of Declarant during the time Declarant owns any portion of the Land and shall function as the representative of the Association from and after the time Declarant owns no portion of the Land. The Committee shall exist and act for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development. Any one or more of the members of the Committee may be removed from the Committee, with or without cause, by the Declarant if, at the time of removal, Declarant owns any portion of the Land or by the Board of Directors if, at the time of removal, Declarant does not own any portion of the Land.

No member of the Committee shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes, causes of action or damages (except where occasioned by gross negligence or willful misconduct) arising out of services performed pursuant to this Declaration. At any time, the Declarant may delegate and assign to the Board of Directors any of Declarant's rights in respect to the Committee. Such action by the Declarant shall be effective upon recordation of a written instrument properly reflecting same.

8.2 Architectural Approval.

(a) Architectural Guidelines. The Committee shall, from time to time, publish and promulgate Architectural Guidelines which shall be recorded in the real property records of Collin County, Texas, and supplement these Covenants and Restrictions and the covenants, conditions, and restrictions set forth in any Supplemental Declaration and which are incorporated herein by reference. The Committee shall have the right from time

to time to amend the Architectural Guidelines, provided such guidelines, as amended, shall be in keeping with the overall quality, general architectural style and design of the community. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of those matters for which it is responsible in accordance with these Covenants and Restrictions. The Committee shall endeavor to promulgate the Architectural Guidelines in such a manner that only materials complying with all applicable laws and regulations are specified therein, but each Owner of a Lot (and not the Committee) is responsible for complying with such laws and regulations on his or its respective Lot. If the Committee should be advised that materials specified by the Architectural Guidelines do not comply with applicable laws or regulations, the Committee shall use reasonable efforts to inquire into the nature of the non-compliance and to make appropriate revisions of the Architectural Guidelines.

(b) Required Approval. No dwelling, structure, paving, pools, fencing, hot tubs or improvement of any nature shall be erected, placed or altered on any Lot until the site plan showing the location of such dwelling, structure, paving, pools, fencing, hot tubs or other improvement, construction plans and specifications thereof, and landscaping and grading plans therefore have been submitted to and approved in writing by the Committee as to: (i) location with respect to Lot lines, setback lines, and finished grades with respect to existing topography and other dwellings; (ii) conformity and harmony of location of the proposed improvements, external design, color, and texture with existing structures and existing landscaping; (iii) quality of materials; adequacy of site dimensions; proper facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within this Declaration, any applicable Supplemental Declaration or the Architectural Guidelines. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces. The committee is authorized to waive submission requirements by any Class B Member.

(c) Procedure. Final plans and specifications may be required to be submitted in duplicate to the Committee by the Owner for approval or disapproval. If such plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Owner. If such plans and specifications do not meet the approval of the Committee, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of the reasons for such disapproval. Any modification or change to the approved set of plans and specifications or to construction or reconstruction pursuant thereto which materially affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee, for its review and approval. The Committee's approval or disapproval as required herein shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, then the Owner shall notify the Board of Directors in writing of such failure. If the Committee thereafter fails to approve or disapprove such plans and specifications within forty-five (45) days after the Owner's written notice is given to

the Board of Directors, then Committee approval shall be presumed.

(d) Committee Discretion. The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the discretion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the value of the Property. As examples, and not by way of limitation, the Committee may impose limits upon the location of window areas of one dwelling which would overlook the enclosed patio area of an adjacent dwelling, or the location and height of a proposed improvement that would materially interfere with the views of an adjacent dwelling. Also, the Committee is permitted to consider technological advance in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The action of the Committee with respect to any matter submitted to it shall be final and binding upon the Owner submitting such matter.

(e) Drought Resistant Plant Material. The Committee shall discourage the use of plant material which requires extraordinary irrigation. The Committee shall encourage the use of drought-resistant plant material.

(f) Common Improvements. Declarant shall not be required to obtain Committee approval of the initial Common Improvements.

8.3 Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from this Declaration, any applicable Supplemental Declaration, or the Architectural Guidelines. The Committee shall not have the right to grant a variance to, or waiver of, compliance with Section 3.22 hereof. In any such case, variances shall be in basic conformity with and shall blend effectively with the overall quality, general architectural style and design of the community. No member of the Committee nor the Declarant or the Association shall be liable to any Owner for any claims, cause of action, or damages arising out of the grant of, or the refusal to grant, any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the granting of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce this Declaration or any applicable Supplemental Declaration against any other Owner.

8.4 Nonconforming and Unapproved Improvements. The Board of Directors may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration, including the Architectural Guidelines, and the covenants, conditions, and restrictions set forth in any applicable Supplemental Declaration. In addition, the Board of Directors may, in its sole discretion, cause the Association to carry out such restoration,

demolition and removal if the Owner fails to do so. The Board of Directors may levy the amount of the cost of such restoration, demolition and removal as a Special Assessment against the Lot upon which such improvements were commenced or constructed and shall have all of the rights and remedies to enforce collection thereof provided by law and by this Declaration. Dwellings or other improvements initially constructed in accordance with these Covenants and Restrictions and the covenants, conditions, and restrictions set forth in any applicable Supplemental Declaration and having received any necessary approval of the New Construction Committee in connection with their initial construction, may be repaired, maintained and restored in accordance with the standards in force at the time of their initial construction, notwithstanding any subsequent amendment or revision of these Covenants and Restrictions, of the covenants, conditions, and restrictions set forth in any applicable Supplemental Declaration, or of the Architectural Guidelines. If such dwellings or other improvements are totally destroyed or totally replaced, the new dwellings or other new improvements must conform to the Covenants and Restrictions, the covenants, conditions, and restrictions set forth in any applicable Supplemental Declaration, and the Architectural Guidelines in force at the time of their construction.

8.5 No Liability. Neither Declarant, the Association, the Committee, the Board of Directors, nor the officers, directors, members, employees or agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Committee, the Board of Directors, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any actual or alleged mistake of judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Approval of plans and specifications by the Committee or any Modifications Committee is not approval thereof for engineering or structural design or adequacy of materials. By approving such plans and specifications neither the Committee, any Modifications Committee, the members of either, the Declarant, the Association, any Neighborhood Association, nor the Board of Directors assumes liability or responsibility for safety or adequacy of design, nor for any defect to any structure constructed from such plans and specifications.

ARTICLE IX GENERAL PROVISIONS

9.1 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the Land, and shall inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, and each of their respective legal representatives, heirs, successors and assigns. Unless otherwise modified by the Declarant, this Declaration shall be effective for an initial term of thirty-five (35) years from the date that this Declaration is recorded in the Official Public Records of Real Property of Collin County, Texas. After the initial term, such Covenants and

Restrictions shall be automatically extended for successive periods of ten (10) years unless, at least one (1) year prior to the expiration of the then current term, an instrument terminating this Declaration is signed by Owners of at least sixty-seven percent (67%) of the Lots, and is recorded in the Official Public Records of Real Property of Collin County, Texas.

9.2 Amendments. Notwithstanding Section 9.1 of this Article, this Declaration may be amended and/or changed upon the express written consent of Declarant having at least sixty-seven percent (67%) of the total outstanding votes of all Members of the Association without regard to class. In addition, Declarant shall be entitled, without the consent or joinder of any other Person, to amend this Declaration in any respect at any time that it owns any Lot and/or to the extent that it applies to any portion of the Land owned by Declarant; and Declarant shall be entitled, without the consent or joinder of any other Person, to amend this Declaration in any respect to the extent that it applies to any portion of the Declarant Tract owned by Declarant. Any and all amendments of this Declaration shall be recorded in the Official Public Records of Real Property of Collin County, Texas.

9.3 Enforcement. These Covenants and Restrictions may be enforced by Declarant, and the Association against any Person or Persons violating or attempting to violate them, by any proceeding at law or in equity, including, without limitation, through actions to enjoin violations, to recover damages, or to enforce any lien created by these covenants. The failure by Declarant, or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If an Owner believes that these Covenants and Restrictions have been violated, such Owner (the "Notifying Owner") may deliver written notice thereof to the Board of Directors identifying the violation and the Person violating the Covenants and Restrictions and requesting the enforcement thereof. If, within ninety (90) days after receiving such notice and request, the Board of Directors fails or refuses to commence to enforce these Covenants and Restrictions against the Person identified in such written notice as violating them, the violation shall be deemed to have been granted a variance and approved.

9.4 Disclaimer. **THE DECLARANT AND THE ASSOCIATION SHALL NOT BE CONSIDERED TO HAVE A DUTY TO INSURE OR GUARANTEE THE SAFETY OF THE OWNERS IN THE SUBDIVISION OR TO BE THE PROVIDER OF SECURITY SERVICES. WHETHER OR NOT SUCH SERVICES ARE PROVIDED BY THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS, DAMAGE OR INJURY BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES AND SERVICES TAKEN OR PROVIDED. EACH OWNER, TENANT, GUEST OR INVITEE ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND ITS OFFICERS, DIRECTORS AND COMMITTEE MEMBERS ARE NOT SECURITY SERVICES PROVIDERS AND ACKNOWLEDGES THAT THE ASSOCIATION, ITS OFFICERS, DIRECTORS AND COMMITTEE MEMBERS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATIVE TO ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.**

9.5 Severability. If any provision of this Declaration is determined by judgment or court order to be invalid, or illegal or unenforceable, the remaining provisions of this Declaration shall remain in full force and effect in the same manner as if such invalid, illegal or unenforceable provision had been deleted from this Declaration by an amendment effective as of the date of such determination.

9.6 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

9.7 Notices. Any notice required to be given to the Association, or to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of such Person as shown by the records of the Association at the time of such mailing.

9.8 Notices to Mortgagees. Upon written request delivered to the Association by a mortgagee of a Lot, the Association shall send to the requesting mortgagee written notification of any default hereunder affecting the mortgagor or the Lot covered by the mortgage of the requesting mortgagee. Any such request shall be in sufficient detail to enable the Association to determine the affected Lot and Owner and shall set forth the mailing address of the requesting mortgagee.

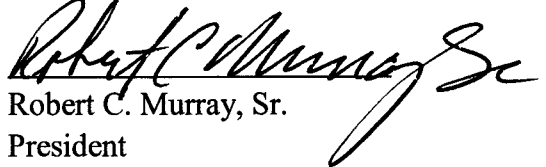
9.9 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the bylaws of the Association or the Architectural Guidelines, shall be determined by the Declarant if at the time of the determination Declarant continues to have authority to appoint members of the Committee and shall be determined by the Board of Directors if at the time of determination the Board of Directors has the right to appoint the members of the Committee. The determination of Declarant or the Board of Directors, as the case may be, shall be final and binding upon all Owners.

9.10 Assignment and/or Termination of Declarant's Rights. Declarant may assign any or all of its rights, benefits, and obligations hereunder as a Declarant to a assignee and, upon such assignment, said assignee shall assume Declarant's rights, benefits, and obligations as a Declarant in accordance with any contractual arrangement made between the parties. If Declarant shall transfer all of its then remaining right, title and interest in and to the Land and shall additionally expressly assign all of its rights, benefits, and obligations as Declarant hereunder to the transferee of such remaining interest in the Land, then Declarant shall be have no further rights or duties hereunder, and such rights and duties of Declarant hereunder shall thereupon be enforceable and performable by such transferee of Declarant's rights hereunder. Any transfer or assignment of Declarant's rights hereunder shall be recorded in the real property records of Collin County, Texas.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the date set forth in the first paragraph of this Declaration.

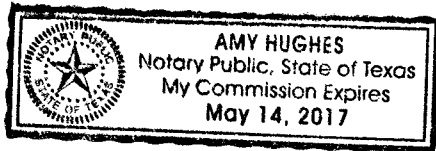
LUCAS REAL ESTATE, LLC
a Texas limited liability company

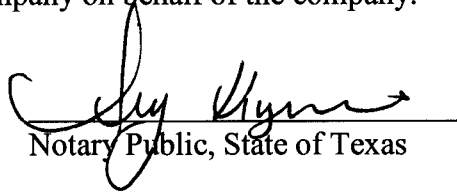
By: TX Cooley Investments, Inc.,
a Nevada corporation,
its Managing Member

By: 
Robert C. Murray, Sr.
President

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 6th day of November, 2014 by Robert C. Murray, Sr., President of TX Cooley Investments, Inc., the Managing Member of LUCAS REAL ESTATE, LLC, a Texas Limited Liability Company on behalf of the company.




Notary Public, State of Texas

My commission expires:

5-14-17

EXHIBIT A

**PHASE ONE
48.045 ACRES**

FIELD NOTES

BEING a 48.045 acre tract of land situated in the James Lovelady Survey, Abstract No. 538, City of Lucas, Collin County, State of Texas, and being part of that certain 87.1115 acre tract of land (Tract 3) described in deed to Lucas Real Estate, LLC, as recorded in Instrument 20111014001101190, Deed Records, Collin County, Texas, said 48.045 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for the northeast corner of said 87.1115 acre tract and the southeast corner of Lot 3, Trails End Addition, an addition to the City of Lucas, as recorded in Cabinet M, Page 107, Plat Records, Collin County, Texas, said corner being in the centerline of Stinson Road, a variable width right-of-way;

THENCE South 00 degrees 55 minutes 28 seconds East, with the east boundary line of said 47.1115 acre tract and the centerline of said Stinson Road, a distance of 1320.02 feet to an exterior ell corner of said 87.1115 acre tract from which a PK Nail found bears South 89 degrees 24 minutes 53 seconds West, a distance of 10.41 feet;

THENCE South 89 degrees 05 minutes 13 seconds West, with a south boundary line of said 47.1115 acre tract, passing a 1/2-inch iron pipe found for an interior ell corner of said 87.1115 acre tract at a distance of 679.10 feet and continuing a total distance of 887.62 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

THENCE North 00 degrees 54 minutes 24 seconds West, a distance of 420.16 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

THENCE South 89 degrees 05 minutes 36 seconds West, a distance of 511.39 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

THENCE North 43 degrees 07 minutes 27 seconds West, a distance of 279.79 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

THENCE South 88 degrees 48 minutes 36 seconds West, a distance of 416.39 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner in the common boundary line of a 59.030 acre tract and a 86.548 acre tract described in a boundary line agreement, as recorded in Instrument 20061020001510100 of said Deed Records;

THENCE North 01 degrees 00 minutes 32 seconds West, with the common agreed boundary line of last mentioned tracts, passing a 5/8-inch iron rod found at the southeast corner of Lot 13, Block A of The Belmont Addition to the City of Lucas as recorded in Cabinet 2013, Page 85 of said Plat Records, Collin County, Texas, and the southeast corner of same addition, at a distance of 270.52 feet, and continuing with the common boundary line of said Lot 13, said addition, and said 87.1115 acre tract, a total distance of 722.28 feet to a 5/8-inch iron rod found for the northwest corner of said 87.1115 acre tract, and the

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northeast corner of said Lot 13, at an interior ell corner of said Belmont Addition and being in the south line of Lot 12 Block A of same;

THENCE South 89 degrees 39 minutes 18 seconds East, with the common boundary line of said 87.1115 acre tract and said Lot 12 and Lot 11 and 10, Block A of said addition, respectively, a distance of 661.92 feet to a 3/4-inch iron rod found for an exterior ell corner of said addition and the southeast corner of said Lot 10, said point also being the southwest corner of Lot 2 of the aforementioned Trails End Addition;

THENCE North 89 degrees 38 minutes 54 seconds East, with the common boundary line of said Lots 2 and 3 of Trails End Addition and said 87.1115 acre tract, a distance of 1342.57 feet to the POINT OF BEGINNING AND CONTAINING 2,092,827 square feet or 48.045 acres of land.

**PHASE TWO
44.089 ACRES**

FIELD NOTES

BEING a 44.089 acre tract of land situated in the John Gray Survey, Abstract No. 349 and the James Lovelady Survey, Abstract No. 538, City of Lucas, Collin County, State of Texas, and being part of that certain part of 87.1115 acre tract of land (Tract 3) described in deed to Lucas Real Estate, LLC, as recorded in Instrument 20111014001101190, Deed Records, Collin County, Texas, and all of that certain 5.00 acre tract of land described in deed to Lucas Real Estate, LLC, as recorded in Instrument 20140107000014490 of said Deed Records, said 44.089 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner in the a common boundary line of a 59.030 acre tract and a 86.548 acre tract described in a boundary line agreement, as recorded in Instrument 20061020001510100 of said Deed Records;

THENCE Easterly, with the southerly boundary lines of Oak Brook Estates, Phase One, a proposed addition to the City of Lucas, the following courses:

North 88 degrees 48 minutes 36 seconds East, a distance of 416.39 feet, to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

South 43 degrees 07 minutes 27 seconds East, a distance of 279.79 feet, to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

North 89 degrees 05 minutes 36 seconds East, a distance of 511.39 feet, to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

South 00 degrees 54 minutes 24 seconds East, a distance of 420.16 feet, to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

North 89 degrees 05 minutes 13 seconds East, a distance of 208.52 feet, to a 1/2-inch iron pipe found for an interior ell corner of said 87.1115 acre tract;

THENCE South 00 degrees 31 minutes 30 seconds East, with an easterly boundary line of said 87.1115 acre tract, a distance of 645.34 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner at the intersection of the projected north line of said 5.00 acre tract to Lucas Real Estate, LLC, with last mentioned easterly line;

THENCE North 88 degrees 57 minutes 31 seconds East, at 1.52 feet, passing a 5/8-inch iron rod with cap stamped "DCA" found for the northwest corner of said 5.00 acre tract and the southwest corner of a 5.000 acre tract of land described in deed to Lee G. Bauer and Betty A. Bauer, as

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recorded in Volume 1939, Page 668 of said Deed Records, and continuing with the common boundary line of said 5.00 acre Lucas Real Estate tract and said 5.000 acre Bauer tract, a total distance of 680.33 feet to a PK Nail set for the southeast corner of said 5.000 acre Bauer tract and the northeast corner of said 5.00 acre Lucas Real Estate tract, said corner being in Stinson Road, an undedicated public road;

THENCE South 00 degrees 39 minutes 29 seconds East, with the east boundary line of said 5.00 acre Lucas Real Estate tract, and in Stinson Road, a distance of 320.20 feet to a PK Nail set for the southeast corner of said 5.00 acre Lucas Real Estate tract and the northeast corner of a 46.14 acre tract of land described in deed to Cowtown Meadows, LLC, as recorded in Instrument 20120224000211850 of said Deed Records;

THENCE South 88 degrees 57 minutes 31 seconds West, with the common boundary line of said 5.00 acre tract and said 46.14 acre tract, a distance of 681.90 feet to a point for corner at the southwest corner of said 5.00 acre tract and an exterior ell corner of said 46.14 acre tract, said corner being in an east boundary line of a 220.733 acre tract of land described in deed to DR Horton – Texas, Ltd, as recorded in Instrument 20110830000915300 of said Deed Records, from which a 5/8-inch iron rod with cap stamped "DCA" found for reference bears South 75 degrees 58 minutes 38 seconds East a distance of 0.34 feet;

THENCE North 00 degrees 05 minutes 04 seconds West, with the common boundary line of said 5.00 acre tract and said 220.733 acre tract, a distance of 106.44 feet to a 1/2-inch iron rod found for the most southern southeast corner of said 87.1115 acre tract and an exterior ell corner of said 220.733 acre tract;

THENCE South 89 degrees 03 minutes 30 seconds West, with a common boundary line of said 87.1115 acre tract and said 220.733 acre tract, a distance of 1308.18 feet to a 1/2-inch iron rod with cap stamped "5439" found for the southwest corner of said 87.1115 acre tract and an interior ell corner of said 220.733 acre tract;

THENCE North 01 degrees 12 minutes 35 seconds West, with a common boundary line of said 87.1115 acre tract and said 220.733 acre tract, a distance of 862.05 feet to a 5/8-inch iron rod with cap stamped "5439" found in the common boundary line of said 59.030 acre tract and said 86.548 acre tract described in said boundary line agreement;

THENCE South 88 degrees 39 minutes 49 seconds West, with the common agreed boundary line of said 59.030 acre tract and said 86.548 acre tract, a distance of 4.72 feet to a point for corner;

THENCE North 01 degrees 00 minutes 32 seconds West, with the common agreed boundary line of said 59.030 acre tract and said 86.548 acre tract, a distance of 623.18 feet to the POINT OF BEGINNING AND CONTAINING 1,920,526 square feet or 44.089 acres of land.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/23/2014 02:36:39 PM
\$150.00 SCAPELA
20141223001397880

