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COLLIN CREEK REDEVELOPMENT

DEVELOPMENT AREA DECLARATION [TOWNHOMES]

Collin County, Texas

Declarant: MM CCM 48M, LLC, a Texas limited liability company

Cross reference to Collin Creek Redevelopment Residential Master Covenant, recorded as Document No. 2023000046102 in the Official Public Records of Collin County, Texas, as same may be amended from time to time.

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**COLLIN CREEK REDEVELOPMENT
DEVELOPMENT AREA DECLARATION
[TOWNHOMES]**

This Development Area Declaration for Collin Creek Redevelopment [*Townhomes*] (this “**Development Area Declaration**”) is made by MM CCM 48M, LLC, a Texas limited liability company (the “**Declarant**”), and is as follows:

R E C I T A L S:

A. Declarant previously Recorded that certain Collin Creek Redevelopment Residential Master Covenant, recorded as Document No. 2023000046102 in the Official Public Records of Collin County, Texas (the “**Covenant**”).

B. Pursuant to the Covenant, Declarant served notice that portions of the Property may be made subject to one or more Development Area Declarations upon the Recording of one or more Notices of Applicability in accordance with *Section 9.5* of the Covenant, and once such Notices of Applicability have been Recorded, the portions of the Property described therein will constitute the Development Area and will be governed by and fully subject to this Development Area Declaration in addition to the Covenant.

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

C. Upon the further Recording of one or more Notices of Applicability, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Development Area Declaration. The Property made subject to the terms and provisions of this Development Area Declaration will be referred to herein as the “**Development Area**.”

NOW, THEREFORE, it is hereby declared: (i) those portions of the Property as and when made subject to this Development Area Declaration by the filing of a Notice of Applicability will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) each contract or deed conveying those portions of the Property which are made subject to this Development Area Declaration will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant.

ARTICLE 1 DEFINITIONS

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

“Area of Common Responsibility” means those portions of a Lot, Structure or Dwelling that are designated, from time to time, by this Development Area Declaration or the Association to be maintained, repaired, and replaced by the Association, as a Service Area Expense, as reflected in the Designation of Area of Common Responsibility and Maintenance Chart attached to this Development Area Declaration as Exhibit “A”.

“Dwelling” means the single-family residence located on a Lot, together with any garage incorporated therein, whether or not the Dwelling is occupied for residential purposes.

“Irrigation Maintenance Services” means irrigation of the Yard Area and the repair and maintenance of the irrigation systems, as originally installed by a Homebuilder, if applicable, for the Yard Area, which will include the following: (i) repair or replacement of broken, damaged or clogged sprinkler heads; (ii) repair or replacement of cut surface mounted drip tubes or broken pipes below ground; (iii) repair or replacement of master and zone level control valves; (iv) repair or replacement of system controllers; and (v) repair or replacement of cut/damaged control wires. Irrigation Maintenance Services shall not include: (a) alterations, additions or modifications to the irrigation system (based on reconfigured landscaping or otherwise) or (b) the costs of the electricity and water required to operate the irrigation and water retention system(s). Notwithstanding the forgoing, the Board will have the right to modify the Irrigation Maintenance Services provided hereunder from time to time.

“Rainwater Harvesting System” means one or more rain barrels, tanks, or rainwater harvesting systems used to collect and store rainwater runoff from roofs or downspouts for later reuse.

“Solar Energy Device” means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

“Structure” means a building containing two (2) or more Dwellings that: (i) is located on two (2) or more adjacent Lots; and (ii) has one (1) or more Party Walls (as defined in *Section 2.17* of this Development Area Declaration) separating the Dwellings comprising such building.

“Yard Area” has the meaning set forth in *Section 4.6* herein.

Any other capitalized terms used but not defined in this Development Area Declaration will have the meanings given to such terms in the Covenant.

ARTICLE 2 USE RESTRICTIONS

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

2.1 Single-Family Use Restrictions. The Development Area will be used solely for single-family residential purposes.

No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a Dwelling so long as: (i) such activity complies with all Applicable Law; (ii) participation in the business activity is limited to the Owner(s) or Occupant(s) of a Dwelling; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business within the Development Area, sound, or smell from outside the Dwelling; (iv) the business activity does not involve door-to-door solicitation of residents within the Development Area; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of Dwellings in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development Area as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required. Leasing of a Dwelling shall not be considered a business or trade within the meaning of this subsection. This subsection will not apply to any activity conducted by the Declarant, Residential Developer or a Homebuilder.

Notwithstanding any provision in this Development Area Declaration to the contrary, until the expiration or termination of the Development Period:

- (i) Declarant and/or its licensees may construct and maintain upon portions of the Common Area, the Special Common Area, or any Lot or any portion of the Property owned by the Declarant, such facilities and may conduct

such activities which, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of Dwellings constructed upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its licensees have an easement over and across the Common Area and Special Common Area for access and use of such facilities at no charge; and

(ii) Declarant and/or its licensees will have an access easement over and across the Common Area and Special Common Area for the purpose of making, constructing and installing improvements to the Common Area and Special Common Area.

2.2 Rentals. No portion of the Development Area may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but the Dwelling constructed on a Lot may be leased for residential purposes for a lease term of no less than twelve (12) months. All leases will be in writing. The Owner must provide to its lessee copies of the Documents. Notice of any lease, together with such additional information as may be required by the Board, must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. All leases must be for the entire Dwelling.

2.3 Rubbish and Debris. As determined by the Architectural Reviewer, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or Occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within the enclosed garage. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.4 Trash Containers. Trash containers and recycling bins must be stored inside the garage of the Dwelling constructed on the Lot. The Architectural Reviewer will have the right to specify additional locations in which trash containers or recycling bins must be stored.

2.5 Unsightly Articles; Prohibited Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, motorcycles, motor scooters, and garden maintenance equipment will be kept at all times except when in actual use, in the enclosed garage, provided the storing of such items does not prohibit the parking of two (2) standard-size vehicles. Due to the limited amount of parking available on the Property, commercial vehicles and equipment, recreational vehicles and mobile homes, trailers, graders, trucks other than pickups, boats and other watercraft, tractors, campers, wagons, buses, and all-terrain vehicles are prohibited. Further, no repair or maintenance work

may be done on any motorcycle, motor scooter, or automobile (other than minor emergency repairs), except in enclosed garages. Facilities for hanging, drying or airing clothing or household fabrics are permitted inside the Dwelling or the enclosed garage only, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, compost piles, refuse or trash may be kept, stored, or allowed to accumulate on any portion of the Development Area except within the Dwelling or the enclosed garage. Any such use of the garage for storage purposes must not preclude the parking of two (2) standard-size vehicles. No racing vehicles or any other vehicles (including, without limitation, motorcycles or motor scooters) that are inoperable or do not have a current license tag may be visible on any Lot or may be parked on any roadway within the Development Area.

Parking of stored vehicles or inoperable vehicles in places other than in enclosed garages is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Dwelling.

2.6 Outside Burning. No exterior fires are permitted with the exception of barbecue units, outside fireplaces, braziers and incinerator fires that are contained within facilities or receptacles and in areas designated and approved by the Architectural Reviewer. Notwithstanding the foregoing, all barbecue units must be operated in accordance with the International Fire Code (as it may be amended from time to time), which may place restrictions on the use of such barbecue units in proximity to the Dwellings. No Owner may permit any condition upon its portion of the Development Area which creates a fire hazard or violates Applicable Law.

2.7 Hazardous Activities. No activities may be conducted on or within the Development Area and no Improvements may be constructed on or within any portion of the Development Area which, in the opinion of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Development Area unless discharged in conjunction with an event approved in advance by the Architectural Reviewer and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.8 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Development Area (as used in this paragraph, the term "domestic household pet" does not include non-traditional pets such as **pot-bellied pigs, miniature horses, chickens, exotic snakes or lizards, ferrets, monkeys or other exotic animals**). **The Board may conclusively determine, in its sole discretion, whether a particular**

pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep a dangerous or exotic animal, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. In the event that any regulatory authority (i.e. animal control) or Board determines that an animal within the Property is dangerous or hazardous, then the owner of such animal shall be required to immediately remove the animal from the Property.

No Owner or Occupant may keep on such Owner's or Occupant's Lot more than four (4) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than within the Dwelling, unless confined to a leash. The Association may restrict pets to certain areas on the Development Area. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended on porches or other unenclosed outside areas of the Lot. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a Dwelling must wear collars with appropriate identification tags and all outdoor cats are required to have a bell on their collar.

Each Owner and Occupant is responsible for any property damage, injury, or disturbance his pet may cause or inflict. An Owner or Occupant who keeps a pet on the Property is deemed to indemnify and agrees to hold harmless the Board, the Association, and other Owners and Occupants, from any loss, claim, or liability of any kind or character whatever resulting from any action of his pet or arising by reason of keeping or maintaining the pet on the Property.

If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner of the pet may be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than ten (10) days), the Board may either: (i) require removal of the animal from the Property through written notice to the owner of the pet; or (ii) report the problem to the local authorities, who may enforce removal of the pet from the Property. Each Owner and Occupant agrees to permanently remove his or her violating animal from the Property within ten (10) days after receipt of a removal notice from the Board and to comply with any requirements of the local authorities.

2.9 Antennae. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc may be erected, maintained or placed on a Lot without the prior written approval of the Architectural Reviewer; provided, however, that:

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

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

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

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

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

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

(ii) attached to the side of the principal Dwelling constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

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

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

2.11 Signs. Unless otherwise permitted by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Architectural Reviewer, except for:

2.11.1 Declarant Signs. Signs erected by the Declarant or erected with the advance written consent of the Declarant;

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

2.11.3 Permits. Permits as may be required by Applicable Law;

2.11.4 Sale or Rental Signs. One (1) temporary "For Sale" or "For Lease" sign per Lot is permitted in the street-facing windows of the Dwelling, provided that the sign will be limited to: (i) a maximum face area of two (2) square feet on each visible side; and (ii) the sign must be removed within two (2) business days following the sale or lease of the Lot;

2.11.5 Candidate or Measure Signs. Political signs may be erected provided the sign: (i) is erected no earlier than the ninetieth (90th) day before the date of the election to which the sign relates; (ii) is removed no later than the tenth (10th) day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or ballot item. In addition, signs which include any of the components or characteristics described in Section 259.002(d) of the Texas Election Code are prohibited; and

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

2.11.7 School Spirit Signs. A maximum of two (2) school or youth affiliated signs shall be permitted, provided the sign(s): (i) is located in the landscaping bed of the front yard and blends in with the existing landscaping; (ii) is no larger than 36" x 42" and does not exceed five feet (5') in height above natural ground; (iii) is constructed of wood, plastic or metal and are not flags or banners, as determined in the sole and absolute discretion of the Architectural Reviewer; (iv) is kept in good condition and repair, as determined in the sole and absolute discretion of the Architectural Reviewer; (v) does not cause embarrassment, discomfort and/or annoyance to other Owners, as determined in the sole and absolute discretion of the Architectural Reviewer; and (vi) does not contain any telephone numbers or commercial advertisements.

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

2.12 Flags – Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one flag with official insignia of a college or university (“**Permitted Flag**”) and permitted to install a flagpole no more than five feet in length affixed to the front of a Dwelling near the principal entry or affixed to the rear of a Dwelling (“**Permitted Flagpole**”). Only two permitted Flagpoles are allowed per Dwelling. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Architectural Reviewer. Approval by the Architectural Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot (“**Freestanding Flagpole**”). To obtain approval of any Freestanding Flagpole, the Owner shall provide the Architectural Reviewer with the following information: (i) the location of the Freestanding Flagpole to be installed on the Lot; (ii) the type of Freestanding Flagpole to be installed; (iii) the dimensions of the Freestanding Flagpole; and (iv) the proposed materials of the Freestanding Flagpole (the “**Flagpole Application**”). A Flagpole Application may only be submitted by an Owner. The Flagpole Application shall be submitted in accordance with the provisions of *Article 6* of the Maintenance Covenant.

2.13 Flags – Installation and Display. Unless otherwise approved in advance and in writing by the Architectural Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

- (i) No more than one Freestanding Flagpole OR no more than two Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;
- (ii) Any Permitted Flagpole must be no longer than five feet in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;
- (iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width;
- (iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
- (v) The display of a Permitted Flag, or the location and construction of a Permitted Flagpole or Freestanding Flagpole must comply with Applicable Law, easements and setbacks of record;
- (vi) Each Permitted Flagpole and Freestanding Flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the Dwelling;

(vii) Any Permitted Flag, Permitted Flagpole and Freestanding Flagpole must be maintained in good condition and any deteriorated Permitted Flag or deteriorated or structurally unsafe Permitted Flagpole or Freestanding Flagpole must be repaired, replaced or removed;

(viii) A Permitted Flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which will not be aimed towards or directly affect any neighboring Lot. Such illumination will also comply with the outdoor lighting restrictions set forth in the Documents; and

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

2.14 Maintenance. The Owners of each Lot will jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Board, in its sole discretion, will determine whether a violation of the maintenance obligations set forth in this Section has occurred. Such maintenance includes, but is not limited to the following, which must be performed in a timely manner, as determined by the Board, in its sole discretion:

- (i) Prompt removal of all litter, trash, refuse, and wastes.
- (ii) Keeping exterior lighting and mechanical facilities in working order.
- (iii) Keeping sidewalks and driveways in good repair.
- (iv) Complying with Applicable Law.
- (v) Repainting of Improvements.
- (vi) Repair of exterior damage, and wear and tear to Improvements.

2.15 Tanks. The Architectural Reviewer must approve any tank used or proposed in connection with a Dwelling, including tanks for storage of fuel, water, oil, or liquid petroleum gas (LPG). No elevated tanks of any kind may be erected, placed or permitted on any Lot within the Development Area without the advance written approval of the Architectural Reviewer. All permitted tanks must be screened from view in accordance with a screening plan approved in advance by the Architectural Reviewer. This provision will not apply to a tank used to operate a standard residential gas grill, nor will it apply to barrels used as part of a Rainwater Harvesting Systems with a capacity of less than fifty (50) gallons, so long as such barrels are actively being used for rainwater collection and storage.

2.16 Temporary Structures. No tent, shack, or other temporary building, Improvement, or structure must be placed upon the Development Area without the prior written approval of the Architectural Reviewer; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for Homebuilders, architects, and foremen during actual construction may be maintained with the prior approval of the Declarant, approval to include the nature, size, duration, and location of such structure.

2.17 Party Walls and Fences. A fence or wall located on or near the dividing line between two (2) Lots or Dwellings constructed upon such Lots and intended to benefit both Lots constitutes a “**Party Wall**”. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions will apply thereto. Party Walls will also be subject to the following:

2.17.1 Encroachments & Easement. If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this Section. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

2.17.2 Right to Repair. If the Party Wall is damaged or destroyed from any cause, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, the Owner of either Lot may repair or rebuild the Party Wall to its previous condition, and the other Owner or Owners that the wall serves will thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, subject however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions. The Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the Architectural Reviewer in accordance with *Article 6* of the Maintenance Covenant.

2.17.3 Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Collin County, Texas, and has the right to

foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this Section is appurtenant to the Lot and passes to the Owner's successors in title.

2.17.4 Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the Architectural Reviewer.

2.17.5 Dispute Resolution. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section (the "**Dispute**"), the parties must submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board will appoint a mediator. If the Dispute is not resolved by mediation, the Dispute will be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board will appoint an arbitrator. The decision of the arbitrator will be binding upon the parties and will be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

2.18 Security. The Association may, but is not obligated to, maintain or support certain activities within the Development Area designed, either directly or indirectly, to improve safety in or on the Development Area. Each Owner and Occupant acknowledges and agrees, for himself and his guests, that Declarant, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Development Area. Each Owner and Occupant acknowledges and accepts as his sole responsibility to provide security for his own person and property, and assumes all risks for loss or damage to same. Each Owner and Occupant further acknowledges that Declarant, the Association and their respective directors, officers, committees, agents, and employees have made no representations or warranties, nor has the Owner or Occupant relied

on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglary, and/or intrusion systems recommended or installed, or any security measures undertaken within the Development Area. Each Owner and Occupant acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of any failure to provide adequate security or the ineffectiveness of security measures undertaken.

2.19 Injury to Person or Property. Neither the Association nor Declarant, or their respective directors, officers, committees, agents, and employees have a duty or obligation to any Owner, Occupant or their guests: (i) to supervise minor children or any other person; (ii) to fence or otherwise enclose any Lot; or (iii) to provide security or protection to any Owner, Occupant, or their guests, employees, contractors, and invitees from harm or loss. By accepting title to a Lot, each Owner agrees that the limitations set forth in this Section are reasonable and constitute the exercise of ordinary care by the Association and Declarant. EACH OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND DECLARANT, AND DECLARANT'S AGENTS FROM ANY CLAIM OF DAMAGES, TO PERSON OR PROPERTY ARISING OUT OF AN ACCIDENT OR INJURY IN OR ABOUT THE DEVELOPMENT AREA TO THE EXTENT AND ONLY TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF SUCH OWNER, HIS TENANT, HIS GUESTS, EMPLOYEES, CONTRACTORS, OR INVITEES TO THE EXTENT SUCH CLAIM IS NOT COVERED BY INSURANCE OBTAINED BY THE ASSOCIATION AT THE TIME OF SUCH ACCIDENT OR INJURY.

2.20 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of the Documents. Any Owner acquiring a Lot in reliance on one or more of the Documents will assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.21 On Street Parking. Owners and Occupants are strongly encouraged not to park on any road or street within the Property unless in the event of an emergency. "Emergency" for purposes of the foregoing sentence shall mean an event which jeopardizes life or property. "Parked" as used herein shall be defined as a vehicle left unattended by a licensed operator for more than thirty (30) consecutive minutes. Notwithstanding the foregoing, parking in the alleys behind Lots is strictly prohibited. This provision will not apply to Declarant or its designee during the Development Period. Visitor parking areas, if any, shall only be used for temporary parking. "Temporary" for the purposes of the foregoing sentence shall mean no more than twenty-four (24) hours.

2.22 Limited or Restricted Parking. No vehicle may be parked on a Lot or on a street if the vehicle, when parked, would obstruct or otherwise block ingress and egress to and from any Lot or would obstruct or otherwise block ingress and egress to and from any street, alley or fire lane.

2.23 Compliance with Documents. Each Owner, his or her family, Occupants of a Lot or Condominium Unit, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Documents as the same may be amended from time to time. Failure to comply with any of the Documents shall constitute a violation of the Documents and may result in a fine against the Owner in accordance with *Section 5.13* of the Covenant, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board on behalf of the Association, the Architectural Reviewer, or by an aggrieved Owner. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation. Without limiting any rights or powers of the Association, the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of the Documents, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) shall be assessed against and chargeable to the Owner's Lot(s) or Condominium Unit(s). Any such amounts assessed and chargeable against a Lot or Condominium Unit shall be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in this Development Area Declaration or the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s) or Condominium Unit(s). In the event that an Owner should fail to remedy any violation of a provision of the Documents, any nuisance condition, or any other maintenance issue constituting a violation of applicable City regulations within a reasonable time and after written notice from the City, the City may (but shall not be obligated to) remedy or attempt to remedy any such violations or nuisance, and the reasonable third-party expenses incurred by City necessary and required to remedy the condition shall be assessed against and chargeable to such Owner by the City. In the event that the Association should fail to remedy any violation of a provision of the Documents, any nuisance condition, or any other maintenance issue constituting a violation of applicable City regulations within a reasonable time, the City may (but shall not be obligated to) remedy or attempt to remedy any such violations or nuisance, and the City's costs and expenses (plus interest as described above) shall be assessed against and chargeable to the Association. **Each such Owner shall release and hold harmless the City, the Association and their respective officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the City's or the Association's acts or activities under this Section (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the City's or the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.**

2.24 Insurance Rates. Nothing may be done or kept on the Development Area that would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area or Special Common Area, or the Improvements located thereon, without the prior written approval of the Board.

2.25 Release. EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, DECLARANT, THE ARCHITECTURAL REVIEWER AND THEIR AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF SUCH OWNER'S USE OF ANY COMMON AREA OR SPECIAL COMMON AREA.

Neither the Association nor Declarant will assume any responsibility or liability for any personal injury or property damage which is occasioned by use of any Common Area or Special Common Area, and in no circumstance will words or actions by the Association or Declarant constitute an implied or express representation or warranty regarding the fitness or condition of any Common Area or Special Common Area.

ARTICLE 3 CONSTRUCTION RESTRICTIONS

3.1 Construction of Improvements. Architectural review and control of all Improvements within the Property is held by the "Architectural Reviewer" established under the Maintenance Covenant. No Improvements shall be constructed upon any Lot, Condominium Unit, or portion of the Property without the prior written approval of the Architectural Reviewer.

All structural extensions or additions to an existing Dwelling must be approved in writing by the Architectural Reviewer. Any such application shall include proposed modifications which follow the common architectural design of the existing Dwelling.

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

3.3 Garages. All garages must comply with the requirements set forth in the Design Guidelines and be approved in advance of construction by the Architectural Reviewer. All garages shall be maintained for the parking of at least two (2) automobiles, may not be used for storage or other purposes which preclude its use for the parking of automobiles, and no garage may be permanently enclosed or otherwise used for habitation.

3.4 Fences. No fence may be constructed on the Development Area without the prior written consent of the Architectural Reviewer. If adopted, all fences must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Maintenance Covenant.

3.5 HVAC Location. All air-conditioning and HVAC apparatus shall be installed on the roof of a Dwelling. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a residence or at any other location where it would be visible from any street, any other residence, Common Area, or Special Common Area.

3.6 Compliance with Setbacks. No Dwelling or any other permanent structure or Improvement may be constructed on any Lot nearer to a street than the minimum building setback lines shown on the Plat and no building shall be located on any utility easements. The Architectural Reviewer may require additional setbacks in conjunction with the review and approval of proposed Improvements in accordance with *Article 6* of the Maintenance Covenant.

3.7 Solar Energy Device. Solar Energy Devices may be installed with the advance written approval of the Architectural Reviewer, in accordance with the procedures and requirements set forth below:

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

3.7.2 Approval Process. The Architectural Reviewer will review the Solar Application in accordance with the terms and provisions of *Article 6* of the Maintenance Covenant. The Architectural Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 3.7.3* below **UNLESS** the Architectural Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.7.3*, creates a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Architectural Reviewer’s right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this Section when considering any such request.

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

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device is located on the roof of the residence, the Architectural Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the Solar Energy Device if installed in the location designated by the Architectural Reviewer. If the Owner desires to contest the alternate location proposed by the Architectural Reviewer, the Owner should submit information to the Architectural Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device is located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (a) the Solar Energy Device may not extend higher than or beyond the roofline; (b) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (c) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

3.8 Rainwater Harvesting Systems. Rainwater Harvesting Systems may be installed with the advance written approval of the Architectural Reviewer.

3.8.1 Application. To obtain Architectural Reviewer approval of a Rainwater Harvesting System, the Owner must provide the Architectural Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rainwater Harvesting System Application**"). A Rainwater Harvesting System Application may only be submitted by an Owner.

3.8.2 Approval Process. The decision of the Architectural Reviewer will be made in accordance with *Article 6* of the Maintenance Covenant. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this Section when considering any such request.

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

- (i) The Rainwater Harvesting System will be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Architectural Reviewer.
- (ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.
- (iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.
- (iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Architectural Reviewer.

3.8.4 Guidelines. If the Rainwater Harvesting System is installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, the Architectural Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rainwater Harvesting System Application, such application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Common Area, Special Common Area, or another Owner's Lot. When reviewing a Rainwater Harvesting System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, any additional requirements imposed by the Architectural Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Architectural Reviewer.

3.9 Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("Xeriscaping") upon written approval by the Architectural Reviewer. All Owners implementing Xeriscaping must comply with the following:

3.9.1 Application. Approval by the Architectural Reviewer is required prior to installing Xeriscaping. To obtain the approval of the Architectural Reviewer for Xeriscaping, the Owner must provide the Architectural Reviewer with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and

photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the “**Xeriscaping Application**”). A Xeriscaping Application may only be submitted by an Owner unless the Owner’s tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The Architectural Reviewer is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the Architectural Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

3.9.2 Approval Conditions. Unless otherwise approved in advance and in writing by the Architectural Reviewer each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Architectural Reviewer. For purposes of this *Section 3.9.2*, “aesthetically compatible” will mean overall and long-term aesthetic compatibility within the community. For example, an Owner’s Lot plan may be denied if the Architectural Reviewer determines that: (i) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or (ii) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner’s Lot.

(ii) No Owner may install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner’s front yard or ten percent (10%) of such Owner’s back yard.

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

3.9.3 Process. The decision of the Architectural Reviewer will be made within a reasonable time, or within the time period otherwise required by the specific provisions in the Design Guidelines or other provisions in the Documents that govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by Members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 3.9* when considering any such request.

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

ARTICLE 4 MAINTENANCE AND REPAIR OBLIGATIONS

4.1 Overview. Generally, each Owner maintains his or her Lot and the Structure and Dwelling located thereon. If any Owner fails to maintain his or her Lot and the Structure and Dwelling located thereon, the Association may perform the work at the Owner's expense. This Development Area Declaration provides for designating portions of the Structures, Dwellings and/or Lots to the Area of Common Responsibility. Notwithstanding any provision contained herein to the contrary, the Area of Common Responsibility is maintained by the Association and not the Owner. On the date of this Development Area Declaration, the initial designation of components of Structures, Dwellings, and Lots included within the Area of Common Responsibility is attached hereto as Exhibit "A".

4.2 Association Maintains. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. Unless otherwise provided in this Development Area Declaration, the Association maintains, repairs and replaces the portions of the Development Area listed below, regardless of whether the portions are on an Owner's Lot:

- (i) the Area of Common Responsibility;
- (ii) any real and personal property owned by the Association; and
- (iii) any portion of the Development Area, any item, easements or services, the maintenance of which is assigned to the Association by this Development Area Declaration or in accordance with any Recorded easement or Recorded plat of the Development Area.

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that: (i) such maintenance responsibility is assigned to an Owner under this

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

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed by an Owner or Occupant that is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or Occupant and the Owner and Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

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

4.3 Area of Common Responsibility. The Association, acting through its members only, has the right but not the duty to designate, from time to time, portions of a Structure, Dwelling, and Lot as an Area of Common Responsibility to be treated, maintained, repaired, and/or replaced by the Association as a Service Area Expense. A designation applies to all Lots in the Development Area. The cost of maintaining the Area of Common Responsibility is assessed uniformly against all Lots in the Development Area as a Service Area Assessment, unless, after expiration of the Development Period, the Owners of at least eighty percent (80%) of the Lots within the Development Area decide to assess the costs as Individual Assessments.

4.3.1 Easement. The Association is hereby granted an easement over and across each Structure, Lot and Dwelling to the extent reasonably necessary or convenient for the Association or its designee to maintain, repair and/or replace the Area of Common Responsibility. Unless otherwise agreed to by the Owner of the Lot to be accessed, access to the

Area of Common Responsibility is limited to Monday through Friday, between the hours of 7 a.m. until 6 p.m., and then only in conjunction with actual maintenance activities. If the Association damages any Improvements located within a Structure, Lot or Dwelling in exercising the easement granted hereunder, the Association will be required to restore such Improvements to the condition which existed prior to any such damage, at the Association's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Association is notified in writing of the damage by the Owner of the damaged Improvements.

4.3.2 Change in Designation. The Declarant during the Development Period, and the Association may, from time to time, include additional components of Structures, Lots and Dwellings within the Area of Common Responsibility; however, unless otherwise approved by the Declarant during the Development Period, in no event may the Association at any time remove from the Area of Common Responsibility components of Structures, Lots or Dwellings previously designated as an Area of Common Responsibility under this Development Area Declaration. Notwithstanding anything contained herein, after expiration or termination of the Development Period, any modification or amendment to the Area of Common Responsibility must be approved by at least eighty percent (80%) of the Owners of the Lots currently within the Area of Common Responsibility. During the Development Period, the Area of Common Responsibility may be modified or amended by the Declarant, acting alone. Any modification or amendment to the Area of Common Responsibility must be recorded in the Official Public Records of Collin County, Texas.

4.4 Inspection Obligations.

4.4.1 Contract for Services. In addition to the Association's general maintenance obligations set forth in this Development Area Declaration, the Association shall, at all times, contract with (subject to the limitations otherwise set forth in this Development Area Declaration) or otherwise retain the services of independent, qualified, licensed individuals or entities to provide the Association with inspection services for the Area of Common Responsibility.

4.4.2 Schedule of Inspections. Such inspections shall take place in accordance with prudent business practices. The inspectors shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further review and analysis. The Board shall report the contents of such written reports to the Members at the next meeting of the Members following receipt of such written reports or as soon thereafter as reasonably practicable and shall include such written reports in the minutes of the Association. Subject to the provisions of the Development Area Declaration below, the Board shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

4.4.3 Notice to Declarant. During the Development Period, the Association shall, if requested by Declarant, deliver to Declarant ten (10) days advance written notice of all such inspections (and an opportunity to be present during such inspection, personally or through an agent) and shall provide Declarant (or its designee) with a copy of all written reports prepared by the inspectors.

4.5 Owner Responsibility. This Development Area Declaration contemplates that the Association will maintain components of the Structures, Dwellings and Lots. Every Owner is responsible for the maintenance, repair and replacement of all Improvements located on such Owner's Lot, unless such Improvements are maintained by the Association as an Area of Common Responsibility. Every Owner has the following responsibilities and obligations for the maintenance, repair and replacement of their Lot:

(i) to maintain, repair, and replace the Structure and Dwelling located on the Owner's Lot and any Improvements which exclusively serve such Owner's Lot, except for the Area of Common Responsibility;

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

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

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

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

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

SEE EXHIBIT "A"
 IF IT'S NOT AN AREA OF COMMON RESPONSIBILITY,
 THEN IT'S THE OWNER'S INDIVIDUAL RESPONSIBILITY.

4.6 Yard Maintenance. The Association is obligated to maintain, as an Area of Common Responsibility, all yard space on a Lot, whether or not enclosed by a fence serving the Lot (the "**Yard Area**"). Shrubs and trees may not be planted, and no modifications may be made to the Yard Area, without the prior written approval of the Architectural Reviewer. Specifically, without limitations, the Association must:

- (i) mow the lawns and grounds at regular intervals on the Yard Area; and
- (ii) prevent lawn weeds or grass from exceeding six inches (6") in height on the Yard Area.

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

ARTICLE 5 INSURANCE

5.1 Insurance-Association. The Association shall comply with the following insurance requirements:

5.1.1 Property Insurance. The Association shall obtain property insurance on the components of the Dwellings and Structures set forth in this *Section 5.1.1* insuring against all risks of physical loss commonly insured against, including fire and extended coverage, in a total amount sufficient to reconstruct the components of the Dwellings and Structures to the quality and condition of the typical Dwelling or Structure located on the Property, as originally constructed by Residential Developer or a Homebuilder, and as modified over time by changes in replacement materials and systems that are customary for the market and area (the "**Building Standard**"). In the event of a dispute regarding the Building Standard, the Board's determination shall be binding and conclusive. Such coverage will include the following components:

- (i) All structural components of the Structure, such as load bearing walls, and roof trusses. The Association is not obligated to insure Structure foundations.

(ii) The exterior components of the Structure, such as the roof and roof stacks; exterior walls, windows, and doors.

(iii) The Party Walls of the Structure, from and including the unfinished sheetrock on one side of the Party Wall, to and including unfinished sheetrock on the other side of the Party Wall.

(iv) The structural components of the floor/ceiling assemblies that partition the Dwelling into levels or floors, including stairs connecting the floors.

5.1.2 Additional Terms. Insurance policies carried pursuant to this Section, and to the extent available, must also provide that:

(i) Each Owner is an insured person under the policy with respect to liability arising out of the person's membership in the Association;

(ii) The insurer waives its right to subrogation under the policy against an Owner;

(iii) No action or omission of an Owner, unless within the scope of the Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(iv) If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy provides primary insurance.

5.1.3 Claims. A claim for any loss covered by the insurance required by this *Section 5.1* must be submitted by and adjusted with the Association. Each Owner irrevocably appoints the Association, acting through its Board, as his or her trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association. The Association shall hold insurance proceeds in trust for the Owners and lienholders as their interests may appear. Subject to *Section 5.1.7*, the proceeds paid under a policy must be disbursed first for the repair or restoration of the damaged Dwellings and Structures, and Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Dwellings and Structures have been repaired or restored to the Building Standard.

5.1.4 Owner May Also Insure. An insurance policy issued to the Association does not prevent an Owner from obtaining insurance for the Owner's own benefit.

5.1.5 Notice of Cancellation or Nonrenewal. The insurer issuing the policy may not cancel or refuse to renew it less than thirty (30) days after written notice of the proposed cancellation or nonrenewal has been mailed to the Association.

5.1.6 Insurance Proceeds for Damaged Components. Except as provided by this section, any damaged or destroyed component of a Dwelling or Structure insured by the Association that is damaged or destroyed shall be promptly repaired or replaced (to the Building Standard) by the Association unless replacement would be illegal under any Applicable Law. The cost of repair or replacement in excess of the insurance proceeds shall be a Service Area Expense, which the Board may allocate and levy as a Service Area Assessment in accordance with *Section 5.5* of the Covenant. Any insurance proceeds attributable to a damaged Dwelling or Structure shall be used to restore the damaged Dwelling or Structure to the Building Standard. If a Dwelling or Structure is not repaired or replaced, the insurance proceeds attributable to the Dwelling or Structure that is not rebuilt shall be distributed to the Owners of that Dwelling, or to their mortgagees, as their interests may appear.

5.1.7 Decisions to Repair or Replace. The decision to repair or replace damaged Common Area shall be made by the Board, in its sole and absolute discretion, subject to the approval of the Declarant until expiration or termination of the Development Period.

5.1.8 No Coverage. Even if the Association and the Owners have adequate amounts of recommended and required coverage, the Property may experience a loss that is not covered by insurance. In such event, the Association is responsible for restoring the Common Area as a common expense of the Association, and the Owner is responsible for restoring the Owner's Dwelling or Structure.

5.1.9 Failure to Obtain Coverage. The Association, the Board, and the Association's officers and managers, will not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if the failure is due to the unavailability of a particular coverage from reputable insurance companies, or if the coverage is available only at demonstrably unreasonable cost.

5.1.10 Cost to Obtain Coverage. The cost of procuring insurance pursuant to this *Article 5* is assessed uniformly against all Lots in the Development Area as a Service Area Assessment, unless, after expiration of the Development Period, the Owners of at least eighty percent (80%) of the Lots within the Development Area decide to assess the costs as Individual Assessments.

5.2 Insurance-Owner. The Association does not insure an Owner or Occupant's personal property or any components of the Dwelling or Structure not expressly set forth in *Section 5.1.1* above. Each Owner and Occupant is solely responsible for insuring any components of such Owner's Dwelling not insured by the Association and personal property in the Owner's Dwelling and on the Lot, including furnishings, vehicles, and stored items. THE

ASSOCIATION STRONGLY RECOMMENDS THAT EACH OWNER AND OCCUPANT PURCHASE AND MAINTAIN INSURANCE IN ACCORDANCE WITH THIS PARAGRAPH.

5.2.1 Property Insurance. The Owner of a Dwelling is responsible for procuring insurance covering the portions of the Dwelling not insured by the Association, including the following components:

- (i) Countertops, cabinets, fur downs, interior doors, and fixtures within the Dwelling.
- (ii) The Dwelling foundation.
- (iii) Patios, balconies, and decks.
- (iv) Finish materials on walls, floors, and ceilings, such as carpet, paint, tile, mirrors, and wallpaper.
- (v) Lighting fixtures, tub enclosures, and decorative hardware.
- (vi) Appliances, plumbing fixtures, water heaters, and air conditioning and heating equipment.
- (vii) Personal property within the Dwelling or Lot.
- (viii) Utility systems and equipment serving the Structure and Dwellings, including electric wiring, ducts, and vents.
- (iv) All other interior finishes and improvements within the Dwelling or Lot.

5.2.2 Additional Insurance. The Owner of a Dwelling is also encouraged to obtain general liability insurance covering the Owner's Lot for bodily injury and property damage. Notwithstanding the foregoing, the Board may establish additional minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by Owners if the insurance is deemed necessary or desirable by the Board to reduce potential risks to the Association or other Owners or to meet the guidelines or requirements of a mortgagee or underwriting lender.

5.3 Owner's Liability for Insurance Deductible. If repair or restoration of a Dwelling, Structure, Common Area or any Improvement thereon is required as a result of an insured loss, the Board may levy an Individual Assessment, in the amount of the insurance deductible, against the Owner or Owners who would be responsible for the cost of the repair or reconstruction in the absence of insurance. Notwithstanding the foregoing, if the Board reasonably determines that the loss is the result of the negligence or willful

misconduct of an Owner, then the Board may levy an Individual Assessment against the Owner and his or her Lot for the amount of the deductible that is attributable to the act or omission.

ARTICLE 6 EASEMENTS

6.1 Association's Access, Maintenance and Landscape Easement. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access, maintenance and entry over, across, under, and through the Development Area, including without limitation, each Lot and each Dwelling and all Improvements thereon for the following purposes:

- (i) to perform inspections and/or maintenance that is permitted or required of the Association by the Documents or by Applicable Law;
- (ii) to perform maintenance that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance;
- (iii) to enforce the Documents;
- (iv) to exercise self-help remedies permitted by the Documents or by Applicable Law;
- (v) to respond to emergencies;
- (vi) to grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Development Area; and
- (vii) to perform any and all functions or duties of the Association as permitted or required by the Documents or by Applicable Law.

6.2 Irrigation Easement. Declarant reserves for the Association, an easement over and across the Development to cause the Irrigation Maintenance Services to be provided to each Yard Area. Accordingly, the Association is hereby granted an easement over and across each Lot to the extent reasonably necessary or convenient for the Association or its designated landscaping contractor to perform the Irrigation Maintenance Services. Access to each Yard Area is limited to Monday through Friday, between the hours of 7 a.m. until 6 p.m., and then only in conjunction with actual performance of Irrigation Maintenance Services. The Association or its designated landscape company may, from time to time, provide each Owner and Occupant with a schedule of dates on which the Irrigation Maintenance Services will be performed.

Declarant further reserves for itself and the Association, an easement over and across the Development for the installation, maintenance, repair and replacement of irrigation meters, boxes, and control systems located within the Development, including without limitation, on individual Lots.

If the Association damages any Improvements located on a Lot in exercising the easement granted in this *Section 6.2*, the Association will be required to restore such Improvements to the condition which existed prior to any such damage, at the Association's expense, within a reasonable period of time after the date the Association is notified in writing of the damage by the Owner of the damaged Improvements.

6.3 Private Utility Lines. Utility lines from each meter located on a Structure that exclusively serve a Dwelling are private utility lines (each a "**Private Utility Line**" and collectively, the "**Private Utility Lines**") that the Owner of the Dwelling is required to maintain, repair and replace, if necessary. Neither the Association, Declarant, nor the utility company providing utility services will maintain, repair or replace Private Utility Lines. **EACH OWNER IS ADVISED THAT THE UTILITY LINES SERVING MORE THAN ONE DWELLING MAY BE LOCATED ON AN OWNER'S LOT. PRIOR TO DIGGING ON THE OWNER'S LOT, THE OWNER MUST DETERMINE THE LOCATION OF UTILITY LINES. FAILURE TO LOCATE UTILITY LINES BEFORE DIGGING MAY CAUSE SERIOUS INJURY TO PERSON OR PROPERTY. CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG. SEE WWW.TEXAS811.ORG FOR FURTHER INFORMATION.**

EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS DECLARANT AND THE ASSOCIATION, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF AN OWNER'S FAILURE MAINTAIN, REPAIR OR REPLACE A PRIVATE UTILITY LINE OR FAILURE TO TAKE THE PROPER PRECAUTIONS AND DETERMINE THE LOCATION OF ALL PRIVATE UTILITY LINES AT PRIOR TO DIGGING ON SUCH OWNER'S LOT.

Each Owner is hereby granted an easement over and across the yard space of each Lot with a private utility line that exclusively serves such Owner's Dwelling to the extent reasonably necessary to maintain, repair and replace the Private Utility Line serving such Owner's Dwelling, subject (except in the case of an emergency threatening life or property) to the consent of the Owners of the Lots on which such Private Utility Line is located, and provided that the Owner's use of the easement granted hereunder does not damage or materially interfere with the use of the Lots or Dwellings. Requests for entry into Lots subject to the easement granted herein must be made to the Owner of such Lot in advance. The consent of the Lot Owner will not be unreasonably withheld; however, the Lot Owner may require that access to its Lot be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance, repair or replacement activities. If an Owner damages a Dwelling or Lot in exercising the easement granted hereunder, the Owner

will be required to restore the Dwelling or Lot to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Owner is notified in writing of the damage by the Owner of the damaged Dwelling or Lot.

ARTICLE 7 DEVELOPMENT

7.1 Notice of Applicability. Upon Recording, this Development Area Declaration serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration. This Development Area Declaration will apply to and burden a portion or portions of the Property upon the filing of a Notice of Applicability in accordance with *Section 9.5* of the Covenant describing such Property by a legally sufficient description and expressly providing that such Property will be subject to the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a Notice of Applicability filed pursuant to *Section 9.5* of the Covenant containing the following provisions:

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

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

- (i) A reference to this Development Area Declaration, which will include the recordation information thereof;
- (ii) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and
- (iii) A legal description of the withdrawn land.

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

ARTICLE 8 GENERAL PROVISIONS

8.1 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind the portion of the Development Area described in a Notice of Applicability Recorded pursuant to *Section 9.5* of the Covenant or in any Recorded notice, and will inure to the benefit of and be enforceable by the Association and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2089, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Members of the Association owning Lots in the Development Area affected by this Development Area Declaration, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. The foregoing sentence will in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this Section to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living as of the date of the Recording of this document descendants of Charles III, King of England.

8.2 Amendment. This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Members of the Association owning Lots in the Development Area affected by this Development Area Declaration. The foregoing sentence will in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. No amendment will be effective without the written consent of Declarant during the Development Period.

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

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

8.5 Higher Authority. The terms and provisions of this Development Area Declaration are subordinate to Applicable Law. Generally, the terms and provisions of this Development Area Declaration are enforceable to the extent they do not violate or conflict with Applicable Law.

8.6 Conflicts. If there is any conflict between the provisions of the Covenant, this Development Area Declaration, or any Rules adopted pursuant to the terms of such documents, the provisions of the Covenant, then the Development Area Declaration, then the Rules, in that order, will govern.

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

8.8 Interpretation. The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This

Development Area Declaration will be construed and governed under the laws of the State of Texas.

8.9 Acceptance by Owners. Each Owner of a Lot or other real property interest in the Development Area, by the acceptance of a deed of conveyance, and each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Development Area Declaration or to whom this Development Area Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each Owner agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development Area, and will bind any person having at any time any interest or estate in the Development Area, and will inure to the benefit of each Owner in like manner as though the provisions of this Development Area Declaration were recited and stipulated at length in each and every deed of conveyance.

ARTICLE 9 DISCLOSURES

This Article discloses selective features of the Structures and Dwellings that may not be obvious to potential Owners and Occupants. Because features may change over time, no disclosure in this Article should be relied upon without independent confirmation.

9.1 Adjacent Thoroughfares. The Property is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

9.2 Fire Sprinkler Disclosure. The Dwellings may be constructed with a fire sprinkler system. If sprinklers are present, water lines and sprinkler heads may be in the ceilings above rooms in the Dwelling. This disclosure is given because damage to, or a malfunction of, a water line or sprinkler head may harm or destroy real and personal property. Each Owner is solely responsible for all of the following:

- (i) determining the location and proper care of the sprinkler equipment, water lines and sprinkler heads in the Dwelling;
- (ii) preserving the integrity and functionality of the portion of the fire sprinkler system in their Dwelling;
- (iii) instructing each Occupant, invitee and contractor about the care and protection of the sprinkler system, including any applicable rules adopted by the Board;

(iv) any damage to their Dwelling, an adjoining Dwelling, Common Area, Special Common Area, and/or any personal property (such as furnishings and clothing) caused by the functioning or malfunctioning of any component of the sprinkler system in or serving their Dwelling; and

(v) complying with any municipal or other regulatory inspection requirements, at such Owner's expense.

Components of a fire sprinkler system may be located in the attic portion of the Dwelling. If the attic is also the location of air conditioning equipment or other equipment that requires periodic servicing or repair, to ensure protection of the water lines and sprinkler heads, the Owner is advised to closely supervise all persons using the attic.

**The Association does not inspect or fix water lines
and sprinkler heads, if any, in your Dwelling.**

9.3 Adjacent Use. No representations are made regarding the use of adjacent property.

9.4 Outside Conditions. Since in every neighborhood there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Property that an Owner or Occupant may find objectionable, and it shall be the sole responsibility of an Owner or Occupant to become acquainted with neighborhood conditions that could affect the Property.

9.5 Construction Activities. Declarant, Residential Developers, Homebuilders, and their licensees will be constructing portions of the Property and engaging in other construction activities related to the construction of Structures, Dwellings, Common Area, and Special Common Area. Such construction activities may, from time to time, produce certain conditions on the Property, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the security or safety of persons within the Property or the Common Area or Special Common Area. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Property or the Common Area or Special Common Area resulting from construction activities shall not be deemed a nuisance and shall not cause Declarant, Residential Developers, Homebuilder or their agents to be deemed in violation of any provision of the Covenant or this Development Area Declaration.

9.6 Moisture. Improvements within a Dwelling and/or Structure may trap humidity created by general use and occupancy. As a result, condensation may appear on the interior

portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Owners and Occupants, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew and/or mold.

9.7 Mold and/or Mildew. Mold and/or mildew can grow in any portion of a Structure and/or Dwelling that is exposed to elevated levels of moisture including, but not limited to, those portions of a Structure and/or Dwelling in which HVAC condenser units are located. Each Owner is advised to regularly inspect the Owner's Dwelling for the existence of mold, mildew and/or water intrusion (except when the water intrusion is part of the normal functioning of Improvements and appliances such as showers, sinks, dishwashers and other similar appliances and Improvements) and/or damage.

9.8 Encroachments. Improvements may have been constructed on adjoining lands that encroach onto the Property. Declarant, Residential Developer and Homebuilder give no representations or warranties as to property rights, if any, created by any such encroachments.

9.9 Budgets. Any budgets of the Association provided by the Declarant, Residential Developer or a Homebuilder are based on estimated expenses only without consideration for the effects of inflation and may increase or decrease significantly when the actual expenses become known.

9.10 Light and Views. The natural light available to and views from a Dwelling or Lot can change over time due to among other things, additional development and the removal or addition of landscaping. **NATURAL LIGHT AND VIEWS ARE NOT PROTECTED.**

9.11 Schools. No representations are being made regarding which schools may now or in the future serve the Property.

9.12 Urban Environment. The Property is located in an urban environment. Sound and vibrations may be audible and felt from such things as sirens, whistles, horns, the playing of music, people speaking loudly, trash being picked up, deliveries being made, equipment being operated, dogs barking, construction activity, building and grounds maintenance being performed, automobiles, buses, trucks, ambulances, airplanes, and other generators of sound and vibrations typically found in an urban area. In addition to sound and vibration, there may be odors and light in urban areas.

9.13 Water Runoff. The Property may still be subject to erosion and/or flooding during unusually intense or prolonged periods of rain. In addition, water may pond on various portions of the Property or the Common Area or the Special Common Area having impervious surfaces, such as rooftop terraces, patios, and balconies, as applicable.

9.14 Photography of the Property. Declarant, Residential Developers, Homebuilders, and their licensees retain the right to obtain and use photography of the Property for publication and advertising purposes.

9.15 Changes to Street Names and Addresses. Declarant retains the right to change, in its sole discretion, the Property name and the street names and addresses in or within the Property including the street address of the Dwellings and/or Lots before or after conveyance to any third party.

9.16 Plans. Any advertising materials, brochures, renderings, drawings, and the like, furnished by Declarant, Residential Developers, or a Homebuilder to Owner which purport to depict the Improvements to be constructed on any Lot are merely approximations and do not necessarily reflect the actual as-built conditions of the same.

9.17 Location of Utilities. Neither Declarant, nor Residential Developer, nor any Homebuilder makes any representation as to the location of mailboxes, utility boxes, street lights, fire hydrants or storm drain inlets or basins.

9.18 Wood. Natural wood has considerable variation due to its organic nature. There may be shades of white, red, black or even green in areas. In addition, mineral streaks may also be visible. Grain pattern or texture will vary from consistent to completely irregular; wood from different areas of the same tree can also have variations in pattern or texture. It is these variations in wood that add to its aesthetic appeal. These variations in grain will in turn accept stain in varying amounts, which will show throughout the wood products from one door to the next, one panel to the next or one piece of wood to the next. Also, cabinet finishes (including gloss and/or matte finishes) will not be entirely consistent and some minor irregularities will be apparent. Additionally, wood and wood products may be subject to warping, splitting, swelling and/or delamination, and surfaces may weather differently due to the type of wood, its location in or on a Dwelling, and other factors. Wood floors may require more maintenance than some man-made materials. Owners of Dwellings with wood floors should educate themselves about wood floor care.

9.19 Stone. Veins and colors of any marble, slate or other stone if any, within a Dwelling, may vary drastically from one piece of stone to another. Each piece is different. Marble, granite, slate and other stone can also have chips and shattering veins, which look like scratches. The thickness of the joints between marble, granite, slate and other stone and/or other materials against which they have been laid will vary and there will be irregularities in surface smoothness. Marble and other stone finishes may be dangerously slippery and Declarant, Residential Developer and each Homebuilder assume no responsibility for injuries sustained as a result of exposure to or use of such materials. Periodic use of professionally approved and applied sealant is needed to ensure proper maintenance of the marble, granite, slate and other stone and it is the Owner's responsibility to properly maintain these materials. Marble, granite and other stone surfaces may scratch, chip or stain easily. Such substances, as

part of their desirable noise attenuating properties, may flex or move slightly in order to absorb impacts. Such movement may in turn cause grout to crack or loosen or cause some cracking in the stone flooring which may need to be repaired as part of normal home maintenance.

9.20 Chemicals. Each Structure and Dwelling will contain products that have water, powders, solids and industrial chemicals, which will be used in construction. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals that may cause allergic or other bodily reactions in certain individuals. Leaks, wet flooring and moisture will contribute to the growth of molds, mildew, fungus or spores. Neither Declarant, nor Residential Developer, nor any Homebuilder is responsible for any illness or allergic reactions that a person may experience as a result of mold, mildew, fungus or spores. It is the responsibility of the Owner to keep their Dwelling clean, dry, well ventilated and free of contamination.

9.21 Marketing. Declarant's, Residential Developer's or a Homebuilder's use of a sales center and/or model homes or reference to other construction by Declarant or a Homebuilder is intended only to demonstrate the quality of finish detail, the basic floor plans and styles of the Dwellings available for purchase. A Structure and/or Dwelling may not conform to any model in any respect, or contain some or all of the amenities featured, such as furnishings and appliances. Likewise, any model of a Structure and/or Dwelling is intended only to demonstrate approximate size and basic architectural features. The Structures and/or Dwellings, as completed, may not conform to the models displayed by Declarant, Residential Developer or a Homebuilder. Declarant, Residential Developer or a Homebuilder may also have shown prospective purchasers model homes, floor plans, sketches, drawings, and scale models of Structures and/or Dwellings ("**Promotional Aids**"). Owner understands and agrees that the Promotional Aids are conceptual, subject to change, for display purposes only, and may not be incorporated into the Structures and/or Dwellings.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED to be effective the 28th day of April, 2023.

DECLARANT:

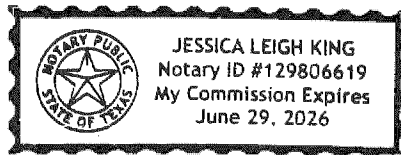
MM CCM 48M, LLC,
a Texas limited liability company

By: [Signature]
Name: Mehrdad Moayedi
Title: Authorized Agent

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me this 28th day of April, 2023
by Mehrdad Moayedi, the Authorized Agent of MM CCM 48M, LLC, a Texas limited liability
company, on behalf of said limited liability company.

(SEAL)



[Signature]
Notary Public Signature

EXHIBIT A**DESIGNATION OF AREA OF COMMON RESPONSIBILITY
AND MAINTENANCE CHART**

“All aspects” includes maintenance, repair, and replacement, as needed.

COMPONENT OF DWELLING	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY (SUBJECT TO APPROVAL BY ARCHITECTURAL REVIEWER)
Roofs.	Replacement of the roof when the Board determines, in its sole and absolute discretion, that the roof needs to be replaced in its entirety. The Association will have no obligation to replace shingles, flashing, or other roof components unless associated with roof replacement as determined by the Board in its sole and absolute discretion.	All other aspects. Any maintenance or replacement of the roof by an Owner must be approved in advance by the Board.
Roof mounted attachments.	None.	All aspects.
Dwelling Foundation.	None unless otherwise determined by the Association.	All aspects.
Exterior painting.	Exterior painting as determined necessary or required by the Board. Such exterior painting may be limited to re-painting on single occurrences when the Board determines the exterior paint needs to be replaced due to the useful life of the painted surfaces, as determined by the Board in its sole and absolute discretion.	Periodic touch-ups and maintenance of the exterior paint. Touch-ups or maintenance of exterior painting performed by the Owner must be approved in advance by the Board.
Exterior Dwelling components, including glass and appurtenant hardware.	None.	All aspects.

COMPONENT OF DWELLING	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY (SUBJECT TO APPROVAL BY ARCHITECTURAL REVIEWER)
Windows, doors, garage doors.	Exterior painting of entry doors and garage doors only as determined necessary or required by the Board. Such exterior painting of entry doors and garage doors may be limited to re-painting on single occurrences when the Board determines the exterior paint needs to be replaced due to the useful life of the painted surfaces, as determined by the Board in its sole and absolute discretion.	All other aspects. Periodic touch-ups and maintenance of the exterior paint of entry doors and garage doors. Touch-ups or maintenance of exterior painting of entry doors and garage doors performed by the Owner must be approved in advance by the Board.
Concrete driveways.	All structural aspects.	Routine cleaning and repair of minor cracks that result from the natural expansion & contraction of soil, shrinkage during the curing of the concrete and settling of the Dwelling.
Any sidewalk not maintained by the City.	All structural aspects.	Routine cleaning and repair of minor cracks that result from the natural expansion & contraction of soil, shrinkage during the curing of the concrete and settling of the Dwelling.
Retaining walls.	All aspects.	None.
Yard Areas.	All aspects.	None.
Irrigation.	Monthly inspection and repairs to the irrigation system, if any, and sprinkler heads to be completed when the Board determines, in its sole and absolute discretion.	All other aspects. Any maintenance or repairs to irrigation by an Owner must be approved in advance by the Board.
Skylights.	None.	All aspects.
Attics.	None.	All aspects.
Chimneys and Fireplaces.	None.	All aspects.

MAINTENANCE RESPONSIBILITY CHART – PAGE 2

COLLIN CREEK REDEVELOPMENT
DEVELOPMENT AREA DECLARATION [TOWNHOMES]

COMPONENT OF DWELLING	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY (SUBJECT TO APPROVAL BY ARCHITECTURAL REVIEWER)
Insulation & weather stripping.	None.	All aspects.
Dwelling interiors, including improvements, fixtures, partition walls & floors within Dwelling.	None.	All aspects.
Sheetrock in Dwellings (walls and ceilings) & treatments on walls.	None.	All aspects.
Patios, balconies, porches, and decks.	None.	All aspects.
Heating and cooling systems & water heaters.	None.	All aspects.
Intrusion alarms on doors/windows, smoke/heat detectors, monitoring equipment.	None.	All aspects.
Cluster mailboxes and pad sites.	All aspects.	None, except that the cost and/or expense incurred by the Association for the maintenance, repair and/or replacement of cluster mailboxes or pad sites on which such cluster mailboxes are situated, shall be charged as an Individual Assessment to the Owners that have mailbox units in such cluster mailbox or pad site being maintained, repaired and/or replaced.
Any other component of a Dwelling and/or Lot not specifically listed in this Exhibit "A".	None.	All aspects.

NOTE 1: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such a component.

NOTE 2: If an Owner fails or refuses to perform necessary maintenance, repair, or replacement, the Association may perform the work after giving required notices to the Owner and levy an Individual Assessment against the Owner and the Owner's Lot for reimbursement of such costs.

NOTE 3: If the Owner is responsible for a component of the Dwelling that is shared with one or more other Dwellings, the responsibility is shared by the Owners of all the Dwellings sharing such component. If the Owners of the Dwellings cannot agree on an equitable division of the costs based on the circumstances, the division will be equal among the Dwellings although one Dwelling may be more affected than the others. If the Owners of the Dwellings cannot agree on any aspect of maintenance that requires their joint participation, the matter will be decided by a 3-person ad hoc committee appointed by the Board.

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2023000046154

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: April 28, 2023 11:29 AM

Number of Pages: 47

" Examined and Charged as Follows: "

Total Recording: \$206.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 2023000046154
Receipt Number: 20230428000279
Recorded Date/Time: April 28, 2023 11:29 AM
User: Kacy M
Station: Station 8

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF COLLIN**

**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 Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

