

**ARTICLES
OF
INCORPORATION**

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JUL 17 2003

OF

Corporations Section

WHEELER RIDGE HOMEOWNERS' ASSOCIATION

I, the undersigned, being of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, as it may be amended, do hereby adopt the following Articles of Incorporation of such corporation:

Article 1. Name. The name of the corporation is Wheeler Ridge Homeowners' Association (hereinafter called the "**Corporation**" or the "**Association**").

Article 2. Type of Corporation. The Corporation is a non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act and has no capital stock.

Article 3. Duration. The Corporation shall have perpetual duration.

Article 4. Definitions. In addition to the definitions set forth herein, capitalized terms that are not defined herein shall have the meaning as defined in the Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge, recorded or to be recorded in the public land records of Collin County, Texas, as it may be amended from time to time (the "**Declaration**"), which definitions are incorporated herein by this reference.

Article 5. Registered Office and Agent. The initial registered office of the Corporation is 9229 LBJ, Suite 100, Dallas, TX 75243 and the initial registered agent at such address is Karen Clary.

Article 6. Incorporator. The name and address of the incorporator is Lee Thompson at 9229 LBJ, Suite 100, Dallas, TX 75243.

Article 7. Purpose of Corporation. The Corporation does not contemplate pecuniary gain or benefit, direct or indirect, to its Members. In way of explanation and not of limitation, the purposes for which it is formed are: (i) to be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the Bylaws, and as provided by law; and (ii) to provide an entity for the furtherance of the interests of the owners of property subject to the Declaration.

Article 8. Powers of the Corporation. In furtherance of its purposes, the Corporation shall have the following powers, which, unless indicated otherwise by the Declaration or the Bylaws, may be exercised by the Board of Directors: (i) all of the powers conferred upon nonprofit corporations by the laws of the State of Texas in effect from time to time; (ii) all rights and powers conferred on property owners' associations by the laws of the State of Texas; and (iii) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in these Articles of Incorporation, the Bylaws, the Declaration or the laws of the State of Texas.

Article 9. Membership. The Corporation shall be a membership corporation without certificates or shares of stock. All Owners, by virtue of their ownership of a Lot subject

to the Declaration, are Members of the Association and such membership is appurtenant to, and inseparable from, ownership of the Lot.

Article 10. Voting. The Members shall be divided into classes and entitled to vote in accordance with the Declaration and the Bylaws. Cumulative voting is not allowed.

Article 11. Board of Directors. The business and affairs of the Corporation shall be conducted, managed, and controlled by a Board of Directors. The Board of Directors may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine. The method of election (except for the initial Board of Directors below), removal and filling of vacancies, and the term of office shall be as set forth in the Bylaws. The Board of Directors shall consist of 3, 5 or 7 members. The initial Board of Directors shall consist of the following 3 members:

Kelly Reynolds	9229 LBJ, # 100, Dallas, TX 75243
Matt Lott	9229 LBJ, # 100, Dallas, TX 75243
Russ Hanson	9229 LBJ, # 100, Dallas, TX 75243

Article 12. Limitation on Directors' and Officers' Liability and Indemnification. Except as provided below in this paragraph, an officer, director or committee member of the Association is not liable to the Association or its Members for monetary damages or acts or omissions that occur in the person's capacity as an officer, director or committee member, except to the extent a person is found liable for: (i) a breach of the officer's, director's or committee member's duty of loyalty to the Association or its Members; (ii) an act or omission not in good faith that constitutes a breach of duty of the officer, director or committee member to the Association; (iii) an act or omission that involves intentional misconduct or a knowing violation of the law; (iv) a transaction from which the officer, director or committee member receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the person's office or position; or (v) an act or omission for which the liability of an officer, director or committee member is expressly provided by an applicable statute. The liability of officers, directors and committee members of the Association may also be limited by the Charitable Immunity and Liability Act of 1987, Chapter 84, Texas Civil Practice and Remedies Code, as amended. The foregoing limitation on the liability of an officer, director or committee member does not eliminate or modify that person's liability as a Member of the Association.

Article 13. Dissolution. The Corporation may be dissolved with the written approval of not less than 67% of each class of Members as may be more specifically provided in the Bylaws and in accordance with the laws of the State of Texas. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation will be distributed to an appropriate public agency to be used for purposes similar to those for which this Corporation was created, or shall be granted, conveyed and assigned to a nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. Any dissolution is subject to the terms of Article 15 hereof, if applicable.

Article 14. Amendment. Amendment of these Articles of Incorporation shall require approval of at least 67% of all Lot Owners.

Article 15. Conflict with Other Documents. In the event of a conflict between these Articles of Incorporation and the Declaration, the Declaration shall control. In the event of a conflict between these Articles of Incorporation and the Bylaws, these Articles of Incorporation shall control.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 14th day of July, 2003.



Lee Thompson

BYLAWS

BYLAWS
OF
WHEELER RIDGE HOMEOWNERS' ASSOCIATION

ARTICLE I
NAME, PRINCIPAL OFFICE AND DEFINITIONS

1.1 **Name.** The name of the corporation is Wheeler Ridge Homeowners' Association (the "**Association**").

1.2 **Principal Office.** The principal office of the Association shall be located in Denton County, Texas or in such other county in Texas as the Board of Directors determines. The Association may have such other offices, either within or outside the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require.

1.3 **Definitions.** In addition to the definitions set forth herein, capitalized terms that are not defined herein shall have the meaning as defined in the Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge, recorded or to be recorded in the public land records of Denton County, Texas, as it may be amended from time to time (the "**Declaration**"), which definitions are incorporated herein by this reference.

ARTICLE II
ASSOCIATION; MEMBERSHIP AND MEETINGS

2.1 **Membership.** The Association shall have two classes of membership, Class A and Class B, as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated herein by this reference.

2.2 **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

2.3 **Annual Meetings.** The first meeting of the Association, whether regular or special meeting, shall be held within one year from the date of incorporation of the Association. Subsequent regular annual meetings shall be at a time set by the Board of Directors.

2.4 **Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board of Directors or upon a petition signed by Members representing at least 10% of the total Class A votes in the Association.

2.5 **Notice of Meetings.** Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to an Owner of each Lot entitled to vote at such meeting, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or

persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

2.6 **Voting.** The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions are specifically incorporated by this reference.

2.7 **Proxies.** At all meetings of Members, each Member may vote in person (or if a corporation, partnership or trust, through any officer, director, partner or trustee duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of Texas law. All proxies shall be in writing specifying the Lot(s) for which it is given, signed by the Member or its duly authorized attorney-in-fact, dated and filed with the Secretary of the Association prior to any meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Lot for which it is given, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member who is a natural person, or of written revocation, or 11 months from the date of the proxy, unless a shorter or longer period is specified in the proxy.

2.8 **Quorum - Adjournment.** Except as provided in these Bylaws or in the Declaration, the presence, in person or by proxy, of Members representing 20% or greater of the total votes in the Association shall constitute a quorum at all meetings of the Association. If, however, such quorum shall not be present or represented at any meeting, the Members present at the meeting that are entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as stated above is present or represented.

2.9 **Action Without a Meeting.** Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without notice and without a vote, if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within 90 days of the earliest date that a notice regarding such consent is delivered by the Association, which date shall be designated in the notices. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting. For votes taken by written consent as provided above, the date specified in the notice as the ownership date, which date shall not be more than 20 days prior to the date the notices are sent, shall be the date used for determining the ownership of the Lot for the written consent voting purposes. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

**ARTICLE III
BOARD OF DIRECTORS**

3.1 **Governing Body; Composition.** The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. Except with respect to directors appointed by Declarant, the directors shall be Members or Residents and no Owner and Resident representing the same Lot may serve on the Board of Directors at the same time. A "Resident" shall be any natural person 18 years of age or older whose principal place of residence is a Dwelling. In the case of a Member which is not a natural person, any officer, director, partner, employee or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided no Member may have more than one such representative on the Board of Directors at a time, except for the Declarant.

3.2 **Number of Directors.** The Board of Directors shall consist of 3, 5 or 7 directors, as provided herein and as determined by the Board of Directors. The initial Board of Directors shall consist of 3 directors as identified in the Articles of Incorporation.

3.3 **Directors - During Class B Control Period.** During the Class B Control Period, all directors shall be selected and removed by Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant.

3.4 **Directors - After Class B Control Period.** Following expiration of the Class B Control Period, the directors shall be nominated and elected as follows:

a. **Nomination Procedures.** Prior to each election, the Board of Directors shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position. The Board of Directors shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner. Nominations from the floor shall also be permitted.

b. **Nominating Committee.** Nominations for election to the Board of Directors may also be made by a nominating committee. The nominating committee, if any, shall consist of a Chairperson, who shall be a member of the Board of Directors, and three or more Members or representatives of Members. The Board of Directors shall appoint the members of the nominating committee not less than 30 days prior to each annual meeting to serve a term of one year and until their successors are appointed, and such appointment shall be announced at each annual meeting. The nominating committee may make as many nominations for election to the Board of Directors as it shall in its discretion determine. In making the nominations, the nominating committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

c. **Election and Term.** At the first annual meeting after the expiration of the Class B Control Period, all directors shall be elected by the Members to a term of 1 year. The number of directors to be elected at such meeting shall be determined by the then current Board of Directors. Upon the expiration of the term of office of each director elected by the

Members, a successor shall be elected to serve a term of 1 year, unless the Board of Directors decides to allow one or more of the directors to be elected to serve for a term of 2 years. Unless removed as provided herein, the directors shall hold office until their respective successors shall be elected.

d. **Election Procedures.** Each Owner may cast the entire vote assigned to his or her Lot for each position to be filled. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

e. **Removal.** Any director elected by the Members may be removed, with or without cause, by Members holding 40% or greater of the votes entitled to be cast. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such director. Any director elected by the Members who has 3 or more consecutive unexcused absences from the Board of Directors meetings, or who is more than 60 days delinquent (or is the representative of a Member who is delinquent more than 60 days) in the payment of any assessment or other charge due the Association, or who after notice and hearing is held to be in violation of the Declaration, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and the Board of Directors may appoint a successor to fill the vacancy for the remainder of the term. In the event of death, disability or resignation of a director elected by the Members, the Board of Directors may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members shall elect a successor for the remainder of the term.

3.5 **Compensation.** Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing a 67% or greater Class Vote at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board of the Directors prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

3.6 **Meetings of the Board of Directors.**

a. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as a majority of the directors shall determine, but at least 4 such meetings shall be held during each fiscal year with at least 1 per quarter. Notice of the time and place of a regular meeting shall be communicated to directors not less than 4 days prior the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

b. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Vice President or by any 2

directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (i) as provided in Section 8.4 herein; (ii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iii) facsimile, computer or such other communication device. All such notices shall be given at the director's telephone number, fax number or sent to the director's address as shown on the records of the Association. Notices given by mail shall be deposited at least 7 business days prior to the time set for the meeting. Notices given by personal delivery, telephone, or other electronic device shall be delivered or transmitted at least 72 hours before the time set for the special meeting.

c. **Waiver of Notice.** The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding a meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting.

d. **Telephonic Participation in Meetings.** Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communication equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

e. **Quorum of Board of Directors.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors, unless otherwise specified in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

f. **Notice to Owners; Open Meetings.** Subject to the provisions of Section 3.6g, all meetings of the Board of Directors shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, and may exclude Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

g. **Action Without Meeting.** Any action to be taken at a meeting of directors or any action that may be taken at a meeting of directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

3.7 **Powers of Directors.** The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles of Incorporation, and as provided by law. The Board of Directors may do or cause to be done all acts and things as are not directed by the Declaration, Articles of Incorporation, these Bylaws, or Texas law to be done and exercised exclusively by the membership generally.

3.8 **Duties of Directors.** The duties of the Board of Directors shall include, without limitation:

- a. preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses;
- b. levying and collecting such assessments from the Owners;
- c. providing for the operation, care, upkeep, and maintenance of the Common Maintenance Areas;
- d. designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- e. depositing all funds received on behalf of the Association in appropriate bank accounts or in other accounts approved by the Board of Directors, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;
- f. making and amending rules in accordance with the Declaration;
- g. opening the bank accounts on behalf of the Association and designating the signatories required;
- h. making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Maintenance Areas in accordance with the Declaration and these Bylaws;
- i. enforcing the provisions of the Declaration and any rules or standards developed pursuant to the Declaration, the Articles of Incorporation, these Bylaws and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration;

- j. obtaining and carrying insurance as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- k. paying the cost of all services rendered to the Association;
- l. keeping books with detailed accounts of the receipts and expenditures of the Association;
- m. taking such actions as contemplated by the Board of Directors in the Declaration, these Bylaws and/or the Articles of Incorporation;
- n. permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property; and
- o. indemnifying a director, officer or committee member, or former director, officer, committee member of the Association or any agent, contractor or management company of the Association to the extent such indemnity is required or permitted under Texas law, the Articles of Incorporation or the Declaration.

3.9 **Borrowing.** The Association shall have the power to borrow money for any legal purpose; provided, the Board of Directors shall obtain Member approval in the same manner provided for Special Assessment as specified in the Declaration if the total amount of such borrowing, together with all other debt incurred within the previous 12 month period, exceeds or would exceed 10% of the budgeted gross expenses of the Association for that fiscal year.

ARTICLE IV OFFICERS

4.1 **Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The President and Secretary shall be elected from among the members of the Board of Directors; other officers may, but need not be members of the Board of Directors. Any two or more offices may be held by the same person, except for the offices of President and Secretary.

4.2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

4.3 **Term.** The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for 1 year, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

4.4 **Special Appointments.** The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

4.5 **Resignation and Removal.** Any officer may be removed from office, with or without cause, by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take

effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 **Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

4.7 **Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors, including, without limitation, the following:

a. **President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board of Directors and the Members and shall see that orders and resolutions of the Board of Directors are carried out.

b. **Vice President.** The Vice President shall act in place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board of Directors.

c. **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board of Directors.

d. **Treasurer.** The Treasurer shall receive and deposit, in appropriate bank accounts or in other accounts approved by the Board of Directors, all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; sign all checks of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

4.8 **Authorized Agents.** Except when the Declaration, these Bylaws or the Articles of Incorporation require execution of certain instruments by certain individuals, the Board of Directors may authorize any person to execute instruments on behalf of the Association. In the absence of such Board of Directors' resolution, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association. However, only the President and/or Secretary shall have the authority to sign a mortgage or deed of trust relating to the Common Area.

ARTICLE V ASSOCIATION MATTERS

5.1 **Committees.** The Board of Directors may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board of Directors may

designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2 **Management.** The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board of Directors may establish, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

5.3 **Right to Contract.** The Association shall have the right to contract with any person or entity for the performance of various duties and functions. This right shall include, without limitation, the right to enter into management, operational, or other agreements with other persons or entities; provided, any such agreement shall require approval of the Board of Directors.

5.4 **Accounting Standards.** The following management standards of performance shall be followed unless the Board of Directors by resolution specifically determines otherwise: (i) accrual accounting, as defined by generally accepted accounting principles, shall be employed; (ii) accounting and controls should conform to generally accepted accounting principles; (iii) cash accounts of the Association shall not be commingled with any other accounts; (iv) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; any thing of value received shall benefit the Association; and (v) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

5.5 **Accounting Reports.** Unless the Board of Directors by resolution specifically determines otherwise, the Board of Directors shall obtain the following reports:

a. **Quarterly Reports.** Commencing at the end of the quarter in which the first Lot with a Dwelling thereon is conveyed, financial reports shall be prepared for the Association at least quarterly containing (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis; (ii) a variance report reflecting the status of all accounts in an actual versus approved budget format; (iii) a balance sheet as of the last day of the preceding period; and (iv) a delinquency report listing all Owners who are delinquent in paying any assessment at the time of the report and describing the status of any action to collect such assessments which remain delinquent.

b. **Annual Reports.** An annual report consisting of at least the following, which shall be made available to all Members within 6 months after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board of Directors determines, by an independent public accountant.

5.6 Enforcement of Declaration. The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of any duty imposed under the Declaration (and any rules promulgated pursuant thereto), these Bylaws and the Articles of Incorporation and any amendment thereto.

a. **Notice and Hearing.** Except as provided in paragraph 5.6b below, prior to imposition of any sanction hereunder or under the Declaration, the Board of Directors or its delegate shall serve an Owner of the Lot related to or connected with the alleged violation with written notice as provided below and provide such Owner with an opportunity of a hearing as provided below.

i. **Written Notice.** The written notice to be sent by the Association shall describe (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than 10 days within which the Owner may present a written request for a hearing to the Board of Directors; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a hearing is requested within 10 days of the notice. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided that the Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

ii. **Hearing.** If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Board of Directors in executive session. The Owner violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, notice to the Owner of the time and place of the hearing shall be given in accordance with Section 8.4 herein. The notice requirement shall also be deemed satisfied if the Owner or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

b. **No Notice or Hearing Required.** Notice and/or hearing is not required if (i) the violation is the failure to pay an annual or special assessment, (ii) the alleged violator was held by the Board of Directors in violation of the same violation within 12 months of the new alleged violation, or (iii) the Board of Directors or its designee determines that notice and/or a hearing is not appropriate, desirable or in the best interest of the Association due to the circumstances, including, without limitation, the nature and type of the violation, the nature of the harm or damage attributable to the violation and the Association's ability to stop or limit the harm or damage. If notice and a hearing are not required in accordance with the foregoing, then the Association may exercise self-help remedies to correct the violation at any time.

c. **Optional Courtesy Letter.** The Association may, at its option and in its sole and absolute discretion, voluntarily provide the Owner of the Lot related to or connected with the alleged violation with a courtesy letter informing the Owner of the violation. The foregoing courtesy letter is not required to be given by the Association and such notice shall not constitute the written notice described Section 5.6a above. The Board of

Directors or its designee shall have the sole and exclusive right to determine under which facts and circumstances the Association may elect to send a courtesy letter.

d. **No Waiver.** In the event the Board of Directors decides, in its discretion, not to take enforcement action, such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction, or rule.

ARTICLE VI ASSESSMENTS

As more fully provided in the Declaration each Member is obligated to pay to the Association annual and special assessment (and specific assessments if applicable) which are secured by a continuing lien upon the Lot against which the assessment is made. If an assessment is not paid as provided in the Declaration, then the Association shall be entitled to the remedies provided in the Declaration, these Bylaws and the Articles of Incorporation.

ARTICLE VII AMENDMENTS

7.1 **Amendment by Declarant.** During the Class B Control Period and subject to any applicable provisions in the Declaration, the Declarant may amend these Bylaws without approval of the Board of Directors or any Class A Members. In addition, after the expiration of the Class B Control Period but while the Declarant owns a Lot, Declarant may amend these Bylaws if such amendment (i) is necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) is necessary to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U. S. Department of Veterans Affairs, the U. S. Department of Housing and Urban Development, or any other applicable governmental agency or secondary mortgage market entity; or (iii) is necessary to clarify or to correct technical, typographical or scrivener's errors; provided, however, any such amendment must not have a material adverse effect upon any right of any Owner.

7.2 **Amendment by Members.** Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of persons entitled to cast at least 51% votes of the total votes in each Class of Members. Notwithstanding the foregoing, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

7.3 **Validity and Effective Date of Amendments.** Amendments to these Bylaws shall become effective upon the date of the amendment, unless a different date is specified in the amendment. Any procedural challenge to an amendment must be made within 3 months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

ARTICLE VIII MISCELLANEOUS

8.1 **Fiscal Year.** The fiscal year of the Association shall be determined by the Board of Directors. If the Board of Directors fails to adopt a certain fiscal year, then until the Board of Directors adopts a specific fiscal year the fiscal year shall be January 1st to December 31st of every year, except that the first fiscal year shall begin on the date of incorporation.

8.2 **Conflicts.** In the event of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

8.3 **Books and Records.**

a. **Inspection by Members.** The Board of Directors shall make the books and records of the Association available for inspection and copying by any Member, or the duly appointed representative of any of the Member. The files and records of an attorney or accountant who performs services for the Association are not records of the Association and are not subject to inspection by Members. The Board of Directors may deny the request to review particular records to the extent the Board of Directors determines that the Member's purpose for inspection is not proper.

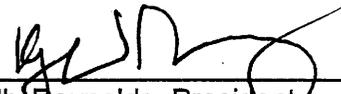
b. **Rules of Inspection.** The Board of Directors may establish reasonable rules with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing copies of documents requested.

c. **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

8.4 **Notices.** Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements and other communications under the Declaration or these Bylaws shall be in writing and shall be given personally or by mail. Notices that are mailed shall be deemed to have been duly given 3 days after deposit, unless such mail service can prove receipt at an earlier date. Owners shall maintain one mailing address for a Lot, which address shall be used by the Association for mailing of notices, statements and demands. If an Owner fails to maintain a current mailing address for a Lot with the Association, then the address of that Owner's Lot is deemed to be such Owner's mailing address. If a Lot is owned by more than one person or entity, then notice to one co-owner is deemed notice to all co-owners. Attendance by a Member or director at any meeting shall constitute waiver of notice by the Member or director of the time, place and purpose of the meeting. Written waiver of notice of a meeting, either before or after a meeting, of the Members or directors shall be deemed the equivalent of proper notice.

IN WITNESS WHEREOF, we being all of the directors of the Association have executed these Bylaws on the dates set forth below.

Date: 2/11/03



Kelly Reynolds, President

Date: _____



Matt Lott, Vice President

Date: _____



Russ Hanson, Secretary-Treasurer

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



Instrument Number: 2004-134942

Recorded On: October 14, 2004

As
Notice

Parties: WHEELER RIDGE HOMEOWNERS ASSOCIATION

Billable Pages: 35

To
Notice of Filing of Dedicatory
Instruments

Number of Pages: 35

Comment:

** Examined and Charged as Follows: **

Notice	82.00
Total Recording:	82.00

***** 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: 2004-134942
Receipt Number: 144683
Recorded Date/Time: October 14, 2004 08:21A
User / Station: L Holden - Cash Station 3

Record and Return To:

RIDDLE & WILLIAMS
3811 TURTLE CREEK BLVD
STE 1050
DALLAS TX 75219



THE STATE OF TEXAS }
COUNTY OF DENTON }

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

Cynthia Mitchell
County Clerk
Denton County, Texas

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
WHEELER RIDGE**

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

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR WHEELER RIDGE (this "Notice") is made this 30th day of September, 2004, by the Wheeler Ridge Homeowners' Association (the "Association").

WITNESSETH:

WHEREAS, Fox & Jacobs Homes, an assumed business name of Centex Homes, a Nevada general partnership (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge", filed of record on October 23, 2003, under Instrument No. 2003-R0175589, of the Deed Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Denton County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

EXHIBIT "A"

DEDICATORY INSTRUMENT

1. Bylaws of Wheeler Ridge Homeowners' Association (executed 7-11-03)
2. Certificate of Incorporation and Articles of Incorporation of Wheeler Ridge Homeowners' Association (filed with Texas Secretary of State on 7-17-03)
3. Assessment Collection Policy (adopted 7-1-04)
4. Fining Policy with Exhibit "A" - Fine Schedule (adopted 10-1-04)

EXHIBIT "A - 1"

THIS STAMP IS FOR SCANNING
PURPOSES ONLY.

THIS STAMP IS FOR SCANNING
PURPOSES ONLY.

EXHIBIT "A - 1"

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2014-67573
Recorded As : ERX-NOTICE

Recorded On: July 11, 2014
Recorded At: 04:26:11 pm
Number of Pages: 10

Recording Fee: \$62.00

Parties:

Direct- WHEELER RIDGE HOA
Indirect-

Receipt Number: 1184383
Processed By: Dwayne Kitzmiller

***** 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.



THE STATE OF TEXAS)
COUNTY OF DENTON)

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

C Mitchell

County Clerk
Denton County, Texas

**FORTH SUPPLEMENT TO NOTICE OF FILING OF
DEDICATORY INSTRUMENTS FOR WHEELER RIDGE**

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

This **FOURTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR WHEELER RIDGE** (hereinafter "Fourth Supplement to Notice") is made this 3rd day of June, 2013, by the Wheeler Ridge Homeowners' Association, Inc. (hereinafter "Association"). *2014 Feb*

WITNESSETH

WHEREAS, Fox & Jacobs Homes, an assumed name of Centex Homes, a Nevada general partnership ((the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge" filed of record October 23, 2003, under Instrument No. 2003-R0175589, of the Real Property Records of Denton County, Texas, as amended and supplemented ("Declaration") ; and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on October 14, 2004, the Association filed a Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2004-124942 of the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, on or about June 30, 2009, the Association filed a First Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Instrument No. 79018 of the Real Property Records of Denton, County, Texas (the "First Amendment"); and

WHEREAS, on or about July 01, 2010, the Association filed a Second Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2010-63854 of the Real Property Records of Denton, County, Texas (the "Second Amendment"); and

WHEREAS, on or about December 16, 2011, the Association filed a Third Supplement to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2011-120334 the Real Property Records of Denton, County, Texas (the "Third Supplement"); and

WHEREAS, the Association desires to supplement the Notice to include the dedicatory instruments attached hereto as Exhibit "A", and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instruments attached hereto as Exhibit "A" are true and correct copies of the original and is hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Fourth Supplement to Notice to be executed by its duly authorized agent as of the date first above written.

WHEELER RIDGE HOMEOWNERS ASSOCIATION, INC.
a Texas non-profit corporation

By: *[Signature]*
Name: CHRISTOPHER BOHEN
Title: PRESIDENT

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF ~~DENTON~~ §
 TARRANT

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 3rd DAY OF June, 2013.

Texas

[Signature]
Notary Public in and for the State of

AFTER RECORDING, RETURN TO:
Daniel E. Pellar
The Pellar Law Firm, PLLC
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

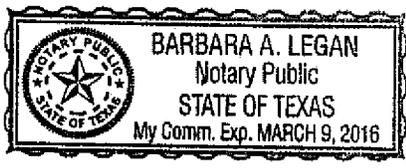


EXHIBIT "A"

DEDICATORY INSTRUMENTS

A-1. First Amendment to the Bylaws of Wheeler Ridge Homeowners Association, Inc.

A-2. Email Registration Policy

**FIRST AMENDMENT TO THE BYLAWS OF WHEELER RIDGE
HOMEOWNERS ASSOCIATION, INC.**

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

This **FIRST AMENDMENT TO THE BYLAWS OF THE WHEELER RIDGE HOMEOWNERS ASSOCIATION, INC.** ("First Amendment") is made this 9TH day of September, 2013, by resolution adopted by the Board or Directors of the Wheeler Ridge Homeowners Association, Inc. (the "Association")

WITNESSETH

WHEREAS, Fox & Jacobs Homes, an assumed name of Centex Homes, a Nevada general partnership (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge" which was filed of record on October 23, 2003, as Instrument No. 2003-R0175589, of the Real Property Records of Denton County, Texas, as amended and supplemented ("Declaration"); and

WHEREAS, The Bylaws of Wheeler Ridge Homeowners Association were adopted on February 11, 2003, and filed of record as part of Instrument No. 2004-134942 on October 14, 2004 ("Bylaws"); and

WHEREAS, Section 209.00593 of the Texas Property Code provides that notwithstanding any provision in a dedicatory instrument, any board member whose term has expired must be elected by members of the property owners association and that the board of a property owners' association may amend the bylaws of the association to provide for elections to be held as required by Section 209.00593(a) of the Texas Property Code; and

WHEREAS, pursuant to Section 209.00593(a) of the Texas Property Code, the Board of Directors of the Association has approved of the following amendments to the Bylaws.

NOW, THEREFORE, the Bylaws are amended as follows:

1. Article II, Section 2.8 is deleted in its entirety and the following is substituted therefore:

Section 2.8 Quorum - Adjournment. Except as provided in these Bylaws or in the Declaration, the presence in person or as otherwise permitted by law of Members representing 20% or greater of the total votes in the Association shall constitute a quorum at all meetings of the Association. If, however, such 20% quorum shall not

be present or represented at any meeting, and notwithstanding any provision in the Declaration, the Articles of Incorporation or Formation, or these Bylaws to the contrary, and in order to copy with 209.00593 of the Texas Property Code, which is entitled "Election of Board Members", the following reduced quorum and procedures will be implemented to provide for and ensure the election of directors:

The Secretary will announce that the required quorum of Members was not attained for the annual meeting of the Members. Immediately after the announcement, and at the same meeting, the quorum for election of the Board of Directors is reduced to Members representing ten percent (10%) or greater of the total votes in the Association. If a 10% quorum for the election of directors is not attained, the Board may adjourn the meeting in order to reconvene at a later date in order to elect directors. The reconvened election meeting must be held within ninety (90) days of the date of the annual meeting. At the reconvened meeting, the Members present, in person or by other legal means, will constitute a quorum for the sole purpose of conducting a meeting to elect directors. Except for voting on the election of directors, no other business may be conducted at this reconvened election meeting.

- 2. Except as modified herein, the Bylaws, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officer of the Board of Directors certifies that the foregoing amendment was approved by the Board at a meeting held on the 9th day of September, 2013.

WHEELER RIDGE HOMEOWNERS ASSOCIATION, INC.
A Texas non-profit corporation

By: 
Name: CHRISTOPHER BOHLEN
Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Christopher Bohan, President of Wheeler Ridge HOA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

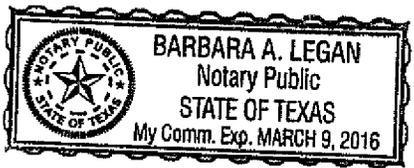
SUBSCRIBED AND SWORN TO BEFORE ME on this 3rd day of June, 2014.

Barbara A. Legan
Notary Public, State of Texas

My Commission Expires: 3/9/2016

AFTER RECORDING RETURN TO:

Daniel E. Pellar
2591 Dallas Parkway Ste. 300
Frisco, TX 75034



**COVENANTS, CONDITIONS
&
RESTRICTIONS**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WHEELER RIDGE

This Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge is made on the date hereinafter set forth by the Declarant, Fox & Jacobs Homes, an assumed business name of Centex Homes, a Nevada general partnership.

Declarant is the owner of the Property (as herein defined). Declarant desires to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Property. The Declaration is intended to provide a flexible and reasonable procedure for the overall development, administration, maintenance, and preservation of the Property. In furtherance of such plan, Declarant has caused or intends to cause the Wheeler Ridge Homeowners' Association to be formed as a Texas nonprofit corporation to own, operate, and maintain the Common Maintenance Area (as defined herein) and to administer and enforce the provisions of this Declaration.

Declarant hereby declares that all of the Property shall be held, sold, used and conveyed subject to the easements, restrictions, covenants, and conditions contained in this Declaration, which shall run with the title to the Property. This Declaration shall be binding upon all parties having any right, title or interest in any portion of the Property, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner of any portion of the Property.

ARTICLE I DEFINITIONS

1.1 "Annexable Property" means any real property that is adjacent to the Property (as hereinafter defined) that Declarant now owns or acquires in the future.

1.2 "ACA" or "Architectural Control Authority" shall have the meaning provided such terms in Section 6.2 herein.

1.3 "ACA Standards" means standards adopted by the ACA regarding architectural and related matters, including, without limitation, architectural design, placement of improvements, landscaping, color schemes, exterior finishes and materials and similar features which may be either recommended or required by the ACA for use within the Property.

1.4 "Association" means the Wheeler Ridge Homeowners' Association, a Texas nonprofit corporation established for the purposes set forth herein.

1.5 "Association Fencing" means that certain fencing installed by Declarant on the real property described and/or depicted on Exhibit "C" attached hereto.

1.6 "Board of Directors" means the board of directors of the Association.

1.7 "Builder" means any person or entity who purchases one or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such person's or entity's business.

1.8 "City" means the City of Denton.

1.9 "Class B Control Period" means the period commencing upon the date of this Declaration and expiring upon the earliest of: (i) 10 years after conveyance of the first Lot, (ii) a date that Declarant in writing elects to terminate the Class B Control Period, or (iii) when 75% of the residential building sites ("lots") proposed within the Development have been improved with a Dwelling thereon and conveyed to persons or entities other than a Builder. For purposes of determining the number of building sites within the Development, the final subdivision plats, when Recorded against the entire Development showing each residential building site, shall be the determining documentation.

1.10 "Class Vote" means a vote that is counted or tallied for each separate class of voting and requires the specific percentage from each class.

1.11 "Common Area" and "Common Areas" means all areas (including the improvements thereon) within the Property owned or to be owned by the Association for the common use and enjoyment of the Members. The Common Area to be owned by the Association at the time of the conveyance of the first Lot (other than to an entity that may assume a Declarant status as provided herein) is described or depicted and designated on Exhibit "B" attached hereto.

1.12 "Common Expenses" means the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of the Member(s) and/or the Common Maintenance Areas, but excluding any expenses incurred during the Class B Control Period for the initial or original construction of improvements.

1.13 "Common Maintenance Areas" means the Common Areas, if any, and any areas within public rights-of-way, easements (public and private), portions of a Lot, public parks, private streets, landscaping, entry feature, fence or similar areas that the Board of Directors deems necessary or appropriate to maintain for the common benefit of the Members.

1.14 "County" means the County of Denton.

1.15 "Declarant" means Fox & Jacobs Homes and its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign. There may be more than one Declarant, if Declarant makes a partial assignment of the Declarant status.

1.16 "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge, and any amendments and supplements thereto made in accordance with its terms.

1.17 "Designated Interest Rate" means the interest rate designated by the Board of Directors from time to time, subject to any interest limitations under Texas law. If the Board of Directors fails to designate an interest rate, then the interest rate shall be the lesser of 12% per annum or the highest rate permitted by Texas law. The Designated Interest Rate is also subject to the limitations in Section 12.6 herein.

1.18 "Development" means the Property and the Annexable Property.

1.19 "Dwelling" means any residential dwelling situated upon any Lot.

1.20 **"Landscape Maintenance Easement Property"** means the real property located between the Association Fencing and the nearest boundary of the applicable Lot as depicted and/or described on Exhibit "D" attached hereto.

1.21 **"Lot"** means any separate residential building parcel shown on a Recorded subdivision plat of the Property or any part thereof, but only if such parcel has in place the infrastructure (including utilities and streets) necessary to allow construction of a single-family home thereon. Common Areas and areas deeded to a governmental authority or utility, together with all improvements thereon, shall not be included as part of a Lot.

1.22 **"Member"** means any person, corporation, partnership, joint venture or other legal entity that is a member of the Association pursuant to the terms in Article III herein.

1.23 **"Owner"** means the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a Recorded contract for sale, then the purchaser (rather than the fee Owner) will be considered the Owner.

1.24 **"Property"** means the real property described on Exhibit "A" attached hereto (other than areas dedicated to the City or County) and such additional property as is brought within the jurisdiction of the Association and made subject to this Declaration.

1.25 **"Record," "Recording" or "Recorded"** means the filing of a legal instrument in the Public Records of Denton County, State of Texas, or such other place as may be designated as the official location for filing deeds, plats, and similar documents affecting title to real property.

1.26 **"Supplemental Declaration"** means a Recorded instrument which subjects additional property to this Declaration and/or imposes additional restrictions and obligations on the land described in the instrument.

1.27 **"Vacant Lot"** means a Lot that does not have thereon a Dwelling that has been occupied at any time (past or current) for residential purposes.

1.28 **"Wall Maintenance Easement Property"** means the real property on the portion of the Lot where Declarant has installed the Association Fencing. The Wall Maintenance Easement will be coextensive with the footprint of the Association Fencing, together with the right to enter upon the Lot as necessary to access the Association Fencing.

ARTICLE II PROPERTY RIGHTS

2.1 **Owners' Easements of Use and Enjoyment.** Every Owner will have a right and non-exclusive easement of use, access and enjoyment in and to the Common Areas, and such easement will be appurtenant to and will pass with the title to every Lot, subject to any limitations set forth herein, including, without limitation, the following:

a. **Rules.** The right of the Association to establish and publish rules and regulations governing the use of the Common Areas and/or the Lots.

b. **Suspension Voting Rights.** The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid.

c. **Conveyance of Common Area.** The right of the Association, subject to the provisions hereof, to dedicate, sell or transfer all or any part of the Common Areas. However, no such dedication, sale or transfer will be effective unless there is a 67% or greater vote, excluding Declarant, approving such action.

d. **Mortgage Common Area.** The right of the Association, subject to the provisions hereof, to mortgage or lien all or any part of the Common Areas. However, the Common Areas cannot be mortgaged or liened without a 67% or greater vote, excluding Declarant, approving such action.

2.2 **Prohibitions on Easement of Use and Enjoyment.** Each Owner's right and easement of use and enjoyment in and to the Common Area is further limited as follows:

a. **No Transfer without Lot.** An Owner's right and easement of use and enjoyment in and to the Common Area shall not be conveyed, transferred, alienated or encumbered separate and apart from an Owner's Lot and such right and easement of use and enjoyment in and to the Common Area shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Owner's Lot, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to the Common Area.

b. **No Partition.** Except as provided in Section 2.1.c herein, the Common Area shall remain undivided and no action for partition or division of any part thereof shall be permitted.

2.3 **Right to Delegate Use and Enjoyment of Common Area.** Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees and guests as applicable, subject to the terms in this Declaration, the Bylaws and any reasonable rules of the Board of Directors. An Owner who leases his or her Dwelling is deemed to have assigned all such rights to the lessee of such Dwelling.

ARTICLE III MEMBERSHIP AND VOTING

3.1 **Membership - Owners.** Every Owner by virtue of ownership of a Lot will be a member of the Association. Membership will be appurtenant to and will not be separated from ownership of any Lot.

3.2 **Voting Rights.** The Association shall have the following two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot owned. However, when more than one person holds an interest in any Lot, all such persons shall be members, but only one vote in total may be cast per Lot as the Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. The Association shall have no affirmative obligation to take any action to determine which Owner is the person designated to cast the Lot's vote. If the Owners' fail to advise the Association of the person designated to cast the Lot's vote, then the Lot's vote shall be suspended if more than one person or entity seeks to exercise it.

Class B. The sole Class B Member shall be Declarant. The Class B Member is entitled to three (3) votes for each Lot owned by the Class B Member. The Class B membership shall cease and be converted to Class A membership upon expiration of the Class B Control Period.

ARTICLE IV ASSESSMENTS

4.1 Obligation to Pay Assessments. Subject to the terms of this Article IV, the Declarant, for each Lot it owns, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it will be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, (ii) special assessments as provided in Section 4.5 herein, and (iii) specific assessments as provided in Section 4.9 herein.

4.2 Personal Obligation to Pay Assessments. Each such assessment, together with interest at the Designated Interest Rate, late charges, costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no mortgagee under a Recorded first mortgage or beneficiary of a Recorded first deed of trust (meaning any Recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust), shall be liable for unpaid assessments which accrued prior to such acquisition of title. In addition, no mortgagee shall be required to collect assessments.

4.3 Purpose of Annual and Special Assessments. Annual assessments and special assessments levied by the Association shall be used for Common Expenses. The Association may establish and maintain a reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Maintenance Areas.

4.4 Maximum and Actual Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$420.00 per Lot. The Board of Directors may fix the actual annual assessment at an amount not in excess of the specified maximum annual assessment. From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased as follows:

a. **Maximum Increase Without Vote.** The maximum annual assessment may be increased by the Board of Directors without a vote of the membership each year by 10% above the maximum annual assessment for the previous year. The Board of Directors may increase the maximum annual assessment with or without increasing the actual annual assessment.

b. **Maximum Increase With Vote.** The maximum annual assessment may be increased more than 10% above the prior year's maximum annual assessment amount by a 67% or greater Class Vote approving such action.

4.5 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment to cover expenses which the Board of Directors determines, in its sole discretion, to more appropriately be handled outside of the regular operating budget, provided, that any such special assessment must have a 67% or greater Class Vote approving such action.

4.6 Uniform Rate of Assessment - Reduced for Vacant Lots. Both annual assessments and special assessments shall be fixed at a uniform rate for all Lots, except that Vacant Lots shall be assessed at 25% of the regular full assessment rate.

4.7 Declarant's Payment of Full Assessments for Vacant Lots or Shortfall Amount. During the period that Declarant owns any Vacant Lot, if the Association's revenues are insufficient to pay the expenses of the Association, then Declarant shall pay to the Association the lesser of: (i) the difference between the revenues and the expenses, or (ii) the difference between the total amount of assessments paid by Declarant for Vacant Lots (assessed at the reduced assessment rate) and the total amount that Declarant would have paid for such Vacant Lots if such Vacant Lots were assessed as Lots at the full (100%) rate. Declarant shall pay such amount within 30 days of receipt of request for payment thereof from the Association, provided that if the budget deficit is the result of the failure or refusal of an Owner or Owners to pay their annual assessment or special assessments, the Association will diligently pursue (the Declarant may also pursue at its option) all available remedies against such defaulting Owners and will promptly reimburse the Declarant the amounts, if any, so collected.

4.8 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the date of conveyance of the first Lot to an Owner (other than to a Builder or an entity that assumes the Declarant status as provided herein), unless the Board of Directors elects to commence the annual assessment earlier. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each assessment period. Written notice of the annual assessment shall be sent to an Owner of every Lot subject thereto. The due dates shall be established by the Board of Directors. The Board of Directors shall also establish whether the annual assessment shall be paid annually, quarterly or monthly.

4.9 Specific Assessments. The Association shall have the power to levy specific assessments against a particular Lot to (i) cover costs incurred in bringing a Lot into compliance with this Declaration, (ii) cover costs incurred as a consequence of the conduct (or the failure to act) of the Owner or occupant of a Lot, their agents, contractors, employees, licensees, invitees, or guests, and/or (iii) collect any sums due by the Owner to the Association (other than annual assessments or special assessments or interest or late charges related thereto), including, without limitation, fines and transfer fees.

4.10 Capitalization of Association. Upon acquisition of record title to a Lot by the first Owner thereof (other than Declarant or a Builder), a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to two months of the full annual assessment per Lot for that year. This amount shall be in addition to, not in lieu of, the annual assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the Bylaws.

4.11 Certificate of Assessment Status. The Association will, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

4.12 Failure to Pay Assessments; Remedies of the Association. With respect to any assessment or other sum due herein not paid within 10 days after the due date, the Association shall have the right to: (i) charge a late charge, in an amount determined by the Board of Directors; (ii) charge interest on the amount due at the Designated Interest Rate from the due date until the

date the sum is paid; and/or (iii) charge costs and fees related to the collection of the sum due. In addition, the Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his or her Lot. The failure to pay assessments shall not by the terms of this Declaration constitute a default under an insured mortgage, unless otherwise provided by the terms of such mortgage.

4.13 Lien.

a. **Creation of Lien.** The Association shall hereby have a continuing lien against each Lot to secure payment of delinquent assessments (annual assessments, special assessments and specific assessments), as well as interest at the Designated Interest Rate, late charges, and costs of collection, including, without limitation, court costs and attorneys' fees. Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and Record a document setting forth as to any Lot, the amount of delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the payment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, perfection or priority of the lien.

b. **Enforcement of Lien - Judicial or Nonjudicial.** The lien may be enforced by judicial or nonjudicial foreclosure. Each Owner by accepting title to a Lot hereby grants to the Association, whether or not it is so expressed in the deed or other instrument conveying such Lot to the Owner, a private power of nonjudicial sale to be exercised in accordance with Texas Property Code Ann. 51.002 (Vernon 1984), as it may be amended. The Board of Directors may appoint, from time to time, any person including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board of Directors' meeting.

c. **Subordination of Lien.** The lien of the assessments provided for herein is subordinate to the lien of any Recorded first mortgage or first deed of trust against a Lot.

d. **Effect of Conveyance.** An Owner that conveys title to a Lot shall not be liable for assessments that are attributable to the period after the conveyance of the Lot, except as provided in the following paragraph. However, a conveyance of title to a Lot shall not affect the assessment lien or relieve the Owner that conveys the Lot from personal liability for any assessments attributable to the period prior to the date of the conveyance, except as provided in the following paragraph.

e. **Effect of Foreclosure.** The foreclosure of a first mortgage, trustee's sale of a first deed of trust or a deed in lieu thereof will extinguish the lien of such assessment as to payments attributable to the period prior to the foreclosure, trustee's sale or deed in lieu thereof. However, a foreclosure of a first mortgage, trustee's sale of a first deed of trust or a deed in lieu thereof will not relieve such Lot or Owner thereof from liability for any assessment attributable to the period after the foreclosure, trustee's sale or deed in lieu thereof. The foreclosure of a first mortgage, trustee's sale of a first deed of trust or a deed in lieu thereof shall not release the Owner whose Lot is being foreclosed, sold at a trustee's sale or conveyed pursuant to a deed in lieu from the Owner's obligation to pay assessments attributable to the period prior to the date of such foreclosure, trustee's sale or deed in lieu thereof. For purposes of this Declaration, the use of the term first in connection with a mortgage or deed of trust shall refer to the lien priority as compared to other mortgages or deeds of trust.

ARTICLE V
THE ASSOCIATION

5.1 The Association - Duties and Powers. The Association is a Texas nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation, Bylaws, and this Declaration. The Association shall continue to exist until the Association is dissolved, regardless if the corporate status expires or lapses. The Association shall have such rights, duties and powers as set forth herein and in the Articles of Incorporation and the Bylaws.

5.2 Board of Directors. The affairs of the Association shall be conducted by the Board of Directors and such officers as the Board of Directors may elect or appoint, in accordance with the Articles of Incorporation and the Bylaws. The Board of Directors shall have the powers granted in this Declaration, the Articles of Incorporation, the Bylaws, and all powers provided by Texas law and all powers reasonably implied to perform its obligations and/or duties provided herein.

5.3 Limitation on Liability. The liability of an officer, director or committee member of the Association shall be limited as provided in the Articles of Incorporation.

5.4 Indemnification. Subject to the limitations and requirements of the Texas Nonprofit Corporation Act, as amended, and in the Bylaws, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including, without limitation, attorneys' fees, reasonably incurred in connection with any threatened, initiated or filed action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which a director's, officer's or committee member's liability is limited under the Articles of Incorporation. Additionally, subject to the limitations and requirements of the Texas Nonprofit Corporation Act, as amended, and in the Bylaws, the Association may voluntarily indemnify a person who is or was an employee, trustee, agent or attorney of the Association, against any liability asserted against such person in that capacity and arising out of that capacity.

5.5 Limitations on Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless there is a 75% or greater vote approving such action. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided herein; (c) proceedings involving challenges to ad valorem taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions to enforce written contracts with the Association. Except as authorized by said vote, the Board of Directors shall not be liable for failing or refusing to commence litigation.

5.6 Insurance.

a. **Required Coverages.** The Association, acting through its Board of Directors or its duly authorized agent, shall obtain and continue in effect, at a minimum the following insurance coverage, if reasonably available or, if not, the most nearly equivalent coverages as are reasonably available:

(i) **Property Insurance.** Blanket property insurance covering loss or damage on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area and within the Common Maintenance Area to the extent that the Association has assumed

responsibility in the event of a casualty, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits and/or endorsement related thereto sufficient to cover the full replacement cost of the insured improvements. The Association shall obtain endorsements to the property insurance policy to the extent the Board of Directors determines that particular endorsements are advisable and reasonably available to the Association. Such endorsements may include, without limitation: (i) a Replacement Cost Endorsement with an Agreed Amount Endorsement; (ii) a waiver of the insurer's right to repair and reconstruct instead of paying cash, if reasonably available; (iii) an Inflation Guard Endorsement; (iv) a Building Ordinance or Law Endorsement; and (v) a Steam Boiler and Machinery Coverage Endorsement.

(ii) **General Liability Insurance.** Commercial general liability insurance on the Common Maintenance Areas, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. Such coverage (including primary and any umbrella coverage) shall have a limit of at least \$2,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. The Board of Directors may obtain a higher policy coverage if the Board of Directors determines that such additional coverage is advisable.

b. **Additional Insurance.** The Board of Directors may obtain additional insurance as the Board of Directors determines advisable, including, without limitation, the insurance set forth below. In determining whether to obtain additional insurance and/or endorsements thereto that are discretionary the Board of Directors shall use its own business judgment to determine if such insurance and/or endorsement is advisable based on the cost and availability of the insurance and/or the endorsement compared to the risks associated therewith.

(i) **Directors and Officers Liability Insurance.** Directors and officers liability insurance.

(ii) **Fidelity Insurance.** Fidelity insurance covering all parties responsible for handling Association funds in an amount determined by the Board of Directors. If fidelity insurance coverage is obtained the policy should contain, if reasonably available, a waiver of all defenses based upon the exclusion of persons serving without compensation.

(iii) **Flood Insurance.** Flood insurance covering any improvements located on the Common Area to the extent that the Board of Directors determines that the improvements have significant enough value and the risks related thereto justify the cost of such insurance.

(iv) **Workers Compensation Insurance.** Workers compensation insurance and employers liability insurance.

c. **Policy Requirements.** All insurance coverage obtained by the Association shall: (i) be written in the name of the Association and shall provide for a certificate of insurance to be furnished to the Association; (ii) contain a reasonable deductible; (iii) contain an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation of insurance; (iv) contain a provision or endorsement excluding Owner's individual policies from consideration under any other insurance clause, if reasonably available; and (v) contain a waiver of subrogation as to any claims against the Board of

Directors and the Association's officers, employees and manager, and the Owners and their tenants, servants, agents and guests, if reasonably available.

d. **Review of Policies.** The Board shall annually review the types and amounts of insurance coverage for sufficiency.

e. **Compliance with Federal Agencies and Secondary Mortgage Market Requirements.** In addition to the foregoing insurance in Section 5.6, the Board of Directors may obtain such insurance coverage that the Board of Directors determines desirable to satisfy any applicable insurance requirements of any federal agency or secondary mortgage market entity, including, without limitation, the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the U. S. Department of Veterans Affairs ("VA"), and the U.S. Department of Housing and Urban Development ("HUD"), to the extent applicable.

5.7 **Contracts; Management and Maintenance.** The Association shall have the right to contract with any person or entity for the performance of various duties and functions. This right shall include, without limitation, the right to enter into management, operational, or other agreements with other persons or entities; provided, any such agreement shall require approval of the Board of Directors. The Board of Directors may employ for the Association a management agent or agents at such compensation as the Board of Directors may establish, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority.

5.8 **Books and Records.** The books and records of the Association shall be made available to the Members for inspection as provided in the Bylaws. In addition, Members may obtain copies, at a reasonable cost, of the books and records of the Association as provided in the Bylaws.

5.9 **Dissolution of Association; Conveyance of Assets.** If the Association is dissolved other than incident to a merger or consolidation, the assets both real and personal of the Association, shall be conveyed as provided in the Articles of Incorporation.

5.10 **Enforcement.** The Board of Directors may impose sanctions for violation of this Declaration (including any rules, guidelines or standards adopted pursuant to the Declaration) in accordance with the applicable procedures set forth in the Bylaws. The Bylaws do not provide for an absolute right under all circumstances to notice and/or hearing either prior to or after the imposition of sanctions. Such sanctions may include all remedies available at law and/or in equity and all remedies herein, including, without limitation, the following:

a. **Fines.** The Board of Directors may impose reasonable monetary fines which shall constitute a lien upon the Owner of the Lot related to or connected with the alleged violation. The Owner shall be liable for the actions of any occupant, guest, or invitee of the Owner of such Lot.

b. **Suspension of Voting Rights.** The Board of Directors may suspend an Owner's right to vote.

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

d. **Right of Self-Help.** The Board of Directors may exercise self-help or take

action to enter upon the Lot to abate any violation of this Declaration;

e. **Right to Require Removal.** The Board of Directors may require an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board of Directors or its designee shall have the right to enter the Lot, remove the violation, and restore the property to substantially the same condition as previously existed, without such action being deemed a trespass.

f. **Levy Specific Assessment.** The Board of Directors may levy a specific assessment to cover costs incurred by the Association in bringing a Lot into compliance with this Declaration.

g. **Lawsuit; Injunction or Damages.** The Board of Directors has the right, but not the obligation, to bring a suit at law or in equity to enjoin any violation or to recover monetary damages, or both.

h. **Perform Maintenance.** In addition to any other enforcement rights, if an Owner fails to perform properly such Owner's maintenance responsibility with respect to a Lot and/or Dwelling, the Association may record a notice of violation in the public records of the County and/or enter the Lot and perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific assessment.

The decision to pursue enforcement action, including the commencement of legal proceedings, in any particular case shall be left to the Board of Directors' sole and absolute discretion, except that the Board of Directors shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board of Directors may determine that, under the circumstances of a particular case, (i) the Association's position is not strong enough to justify taking any or further action; or (ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources, or (iv) it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

ARTICLE VI ARCHITECTURAL CONTROLS

6.1 **No Improvements Unless Approved by Architectural Control Authority - Except Improvements by Declarant.** No building, fence, wall, outbuilding, landscaping, pool, detached building, athletic facility, structure or improvement will be erected, altered, added onto or repaired upon any portion of any Lot without the prior written consent of the ACA. However, ACA approval is not required for (i) any improvements constructed, erected, altered, added onto or repaired by Declarant or a Builder designated in writing by Declarant to be exempt from the ACA approval requirements; (ii) any improvements to the interior of a Dwelling, except as provided herein; (iii) the painting or re-bricking of the exterior of any Dwelling in accordance with the approved color and design scheme approved by the ACA; or (iv) improvements for which the Declaration expressly states that the ACA's prior approval is not required. Any improvements pursuant to clauses (iii) and (iv) immediately preceding must be in compliance with any applicable ACA Standards.

6.2 **Architectural Control Authority.** The ACA shall have the sole and exclusive authority to perform the functions contemplated by the ACA in this Declaration. The purpose of the ACA is to enforce the architectural standards of the Property and to approve or disapprove plans for improvements proposed for the Lots. The ACA will have the authority to delegate its duties or to retain the services of a professional engineer, management company, architect, designer, inspector or other person to assist in the performance of its duties. The cost of such services shall be included in the Common Expenses. The "ACA" or "Architectural Control Authority" shall be the following entity:

a. **Declarant - During Ownership of Development.** The Declarant shall be the ACA during the period that Declarant owns any real property within the Development, unless the Declarant in writing has terminated its rights as the ACA.

b. **Architectural Committee - After the Declarant's Period.** The Architectural Committee shall be the ACA after the Declarant's right to act as the ACA has either expired or voluntarily been terminated.

6.3 **Architectural Committee.** A committee to be known as the "Architectural Committee" consisting of a minimum of 3 members will be established after the Declarant's right as the ACA has terminated. The members of the Architectural Committee will be appointed, terminated and/or replaced by the Board of Directors. The Architectural Committee will act by simple majority vote.

6.4 **Submission of Plans.** Prior to the initiation of construction of any work required to be approved by the ACA as provided in Section 6.1 above, the Owner (excluding Declarant and any Builder designated in writing to be exempt from the ACA approval requirements as provided herein) will first submit to the ACA a complete set of plans and specifications for the proposed improvements, including site plans, landscape plans, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ACA for the performance of its function. In addition, the Owner will submit the identity of the individual or company intended to perform the work and projected commencement and completion dates. This approval process is separate and independent of any approval process required by a governmental entity.

6.5 **Plan Review.**

a. **Timing of Review and Response.** Upon receipt by the ACA of all of the information required by this Article VI, the ACA will have 30 days in which to review said plans. No correspondence or request for approval will be deemed to have been received until all requested documents have actually been received by the ACA in form satisfactory to the ACA. If the ACA requests additional information and the applicant fails to provide such information prior to the date stated in the ACA's notice, then the application shall be deemed denied. If the applicable submittal is denied or deemed denied, then the applicant shall be required to re-apply if the applicant still desires to have the ACA consider the request. If the ACA fails to issue its written approval within 30 days after the ACA's receipt of all materials requested by the ACA to complete the submission, then such failure by the ACA to issue its written approval shall be deemed approval. The ACA may charge a reasonable fee for reviewing requests for approval.

b. **Approval Considerations - Aesthetics.** The proposed improvements will be approved if, in the sole opinion of the ACA: (i) the improvements will be of an architectural style, quality, color and material that are aesthetically compatible with the improvements in the Development; (ii) the improvements will not violate any term herein or in the ACA

Standards; and (iii) the improvements will not result in the reduction in property value, use or enjoyment of any of the Property. Decisions of the ACA may be based on purely aesthetic considerations. The ACA shall have the authority to make final conclusive and binding determinations on matters of aesthetic judgment and such determination shall not be subject to review so long as the determination is made in good faith and in accordance with the procedures set forth herein. Each Owner acknowledges that opinions on aesthetic matters are subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements and as the ACA and their members change over time.

6.6 Timing of Completion of Approved Items. All work approved by the ACA shall be completed within one year after the approval by the ACA or such shorter period that the ACA may specify in the notice of approval, unless the completion is delayed due to causes beyond the reasonable control of the Owner, as determined by the ACA. All work and related improvements shall be in compliance with the items approved by the ACA.

6.7 Improvements Impact on Drainage. With respect to any improvements performed on a Lot and/or any alterations to the yard, the Owner shall take proper precautions to insure that such improvements do not (i) alter the surface water drainage flows of a Lot as originally established at the time of the initial construction of the Dwelling, or (ii) allow water to collect near the foundation of the Dwelling. Although the ACA may comment on and/or deny the approval of plans because of the impact of the proposed improvements or alterations on surface water drainage, the ACA's comments or approval shall not constitute or be construed as a representation, warranty or guaranty that adverse surface water drainage problems will not occur and shall not be relied upon as such. The Owner is responsible for taking the necessary actions in order to avoid any surface water drainage problems, including, without limitation, engaging the services of a qualified consultant.

6.8 No Waiver. The approval by the ACA of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the ACA under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing specification or matter subsequently submitted for approval.

6.9 Variances. The ACA may authorize variances from strict compliance with the requirements herein, in any ACA Standards or any required procedures: (i) in narrow circumstances where the design meets the intent of the provision from which variance is sought and where granting the variance would enhance design innovation and excellence; or (ii) when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations so require. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing as the sole or primary reason for requesting a variance shall not be considered a hardship warranting a variance. No variance shall be contrary to the terms of this Declaration and no variance shall be effective unless in writing or estop the ACA from denying a variance in other circumstances.

6.10 Architectural Control Authority Standards. The ACA may, from time to time and in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent, ACA Standards. The ACA Standards may not conflict with the terms of this Declaration.

6.11 Enforcement; Non-Conforming and Unapproved Improvements. If there are any significant or material deviations from the approved plans in the completed improvements, as determined by the ACA, in their sole and absolute discretion, such improvements will be in violation of this Article VI to the same extent as if made without prior approval of the ACA. The Association or any Owner may maintain an action at law or in equity for the removal or correction of (i) the non-conforming improvement or alteration, and/or (ii) any improvement or alteration to any improvement on any Lot that is not approved by the ACA.

6.12 **Limitation of Liability.** Neither the Declarant, the Association, the Board of Directors, nor the ACA shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications or the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Association, the Board of Directors, the ACA nor any member of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Dwelling and/or Lot. The ACA and its members shall be defended and indemnified by the Association as provided in Section 5.4 herein.

ARTICLE VII USE RESTRICTIONS AND COVENANTS

7.1 **Single Family Residential Use.** All Lots and Dwellings will be used and occupied for single-family residential purposes only and no trade or business may be conducted in or from any Lot and/or Dwelling, except that an Owner of the Dwelling may conduct business activities within the Dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve unreasonable visitation to or from the Dwelling by clients, customers, suppliers or other business invitees; and (iv) the business activity is ancillary to the residential use of the Dwelling and does not diminish the residential character of the Property or constitute a nuisance, or a hazardous or offensive use, or threatens the security or safety of the other residents in the Property. The determination of whether a business activity satisfies the foregoing requirements set forth in clauses (i) through (iv) above in this paragraph shall be made by the Board of Directors in their sole and absolute discretion. The business activity prohibition will not apply to the use of any Dwelling by Declarant or any Builder as a model home, construction office and/or sales office; or the use of any Lot as a site for a selection center trailer, construction office trailer and/or sales office trailer and/or parking lot by Declarant or any Builder.

7.2 **Parking of Motor Vehicles.** No vehicles or similar equipment will be parked or stored in an area visible from any street within the Property, except passenger automobiles, motorcycles, passenger vans and pick-up trucks may be parked in any garage or driveway if such vehicle (i) has less than 1 ton carrying capacity; (ii) has less than 3 axles; (iii) is in operating condition; and (iv) is generally in daily use as a motor vehicle on the streets and highways of the State of Texas. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas, the Common Maintenance Areas or on any easement unless such vehicle, trailer, implement or apparatus is in use for maintaining such area or easement, provided, however, that this restriction will not apply to any driveways, roads, parking lots or other areas designated by the Board of Directors as intended for such vehicular use. No abandoned, derelict or inoperable vehicles may be stored or located on any Lot or a street within the Property, except within an enclosed garage. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment will be permitted in any driveway or portions of any Lot that are visible from any street within the Property.

7.3 **Trailers, Boats, Commercial and Recreational Vehicles.** No campers, boats, jet skis, wave runners or other water crafts, trailers, motor homes, travel trailers, camper bodies, golf carts, recreational vehicles, non-passenger vehicles, vehicles with 3 or more axles or greater than 1 ton carrying capacity, and/or equipment or accessories related thereto may be kept on any Lot, unless such item is in operable condition and such item is (i) kept fully enclosed within a garage located on such Lot; (ii) kept fully screened from view by a screening structure or fencing approved by the ACA; (iii) temporarily parked on any street within the Property or on a Lot for the purpose of loading or unloading; or (iv) a commercial vehicle that is in use for the construction, maintenance or

repair of a Dwelling or Lot in the immediate vicinity. The Board of Directors will have the absolute authority to determine from time to time whether an item is in operable condition and complies with the requirements in clauses (i) through (iv) above in this paragraph. Upon an adverse determination by the Board of Directors, the Owner will cause the item to be removed and/or otherwise brought into compliance with this paragraph. Notwithstanding any provision herein, no trucks or vehicles of any size which transport inflammatory or explosive cargo may be kept on the Property at any time.

7.4 Fences.

a. **Required Fencing.** The backyard of each Lot must be enclosed with a perimeter fence.

b. **Type of Fencing.** All perimeter fences will be wood, brick and/or masonry. All fencing shall comply in all respects (including size and location) with applicable City requirements. All perimeter fences shall be between 6 and 8 feet in height unless another height is approved by the ACA and shall be a color approved by the ACA. No fences may be painted, unless otherwise approved in writing by the ACA. No chain-link, metal, cloth or agricultural fences may be built or maintained on any Lot unless such fence is located within the perimeter fence in such a manner that it is not visible from any street, alley, park, Common Area or public area, unless otherwise approved by the ACA. The portion of all fences which exterior or side faces a street adjoining such Owner's Lot (front, side or rear streets, but not alleys) or which exterior or side faces a Common Area, open space, park or other recreational area adjoining such Owner's Lot (which area may be separated by an alley) shall have the smooth surface of the fence materials facing the applicable street or Common Area. The fence posts and bracing boards on such front, side and rear fences shall face the interior of the fenced yard.

c. **Location of Fence.** No fence, wall or hedge will be placed on any Lot in a location nearer the street than the front building setback line for such Lot. The foregoing shall not limit or restrict fences erected in conjunction with model homes or sales offices. In addition to the foregoing, easements may also restrict the placement of fences.

d. **Maintenance of Fencing.** Except for Association Fencing, each Owner shall maintain the portion of fencing on such Owner's Lot in a presentable condition and shall make all repairs and replacements thereto, except that Owners adjoining a Common Fence (as provided in the following Section) shall share in the cost of such maintenance as provided in the following Section. The Association shall be responsible to maintain the Association Fencing and the Association Fencing may not be changed, repaired or altered without the ACA approval. All repairs and replacements to the perimeter fencing must be done using the same type and color of materials so that such fencing does not appear to have been repaired or replaced, except to the extent of the new appearance of the repaired or replaced materials. Except as provided in this paragraph, fencing (including, without limitation, Association Fencing) shall not be changed or modified without the prior written consent of the ACA.

e. **Common Fencing.** Except for Association Fencing, side and rear yard fences that are installed by Declarant or the builder of the Dwelling to separate adjacent Lots as a common boundary fence (the "Common Fence") shall be maintained jointly by the Owners whose Lot adjoins such Common Fence and the costs associated therewith shall be shared equally by said Owners. Owners are not released from the joint maintenance obligation even if an Owner constructs a second fence along or near the Common Fence, unless the other Owner agrees in writing otherwise and the ACA's approval is obtained. If the Owner's disagree regarding the timing, cost or other applicable issue related to the repair

or replacement of a Common Fence or portion thereof, then either Owner may (i) make the repair or replacement (provided any applicable ACA approval is obtained) and seek collection of 2 of the cost of repair or replacement at Arbitration (as defined herein); and/or (ii) seek payment of one-half (1/2) of the cost of repair or replacement at Arbitration, subject to the repair or replacement being made. The term "**Arbitration**" shall mean binding arbitration pursuant to the rules of the American Arbitration Association or such other person or entity approved by the applicable Owners.

7.5 Outbuildings, Sheds and Detached Buildings. No detached accessory buildings, including, but not limited to, detached garages and storage buildings, and sheds shall be erected, placed or constructed upon any Lot, unless (i) the item is approved by the ACA prior to the installation or construction of the item; (ii) such item is compatible with the Dwelling to which it is appurtenant in terms of its design and material composition; (iii) the exterior paint and roofing materials of such outbuildings shall be consistent with the existing paint and roofing materials of the Dwelling; (iv) the outbuilding is located within a backyard that has a fence that completely encloses the backyard; (v) the height of the walls (excluding the roof) is not greater than 8 feet, (vi) the total height of the building (including walls and roof) is not greater than 10 feet; and (vii) the outbuilding is less than 225 square feet of floor space. In addition, the Owner is required to comply with any applicable City requirements, including, without limitation, the any necessary permits.

7.6 Animals. No animals, livestock or poultry of any kind will be raised, bred or kept on any Lot, except that a reasonable number of cats, dogs or other generally recognized household pets may be permitted on any Lot; however, those pets which are permitted to roam free, or in the sole discretion of the Board of Directors, make objectionable noise, endanger the health or safety of, or constitute a nuisance or unreasonably source of annoyance to the occupants of other Lots shall be removed from the Lot upon the request of the Board of Directors. If the animal owner fails to remove the animal from the Lot after the Board of Directors request, the Board of Directors may remove the animal, in addition to imposing such other sanctions as are authorized by the Declaration and the Bylaws. All animals will be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. All persons bringing an animal onto the Common Maintenance Areas shall be responsible for immediately removing any solid waste of said animal.

7.7 Signs.

a. **Sign Restrictions.** No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other improvement upon such Lot so as to be visible from public view except the following: (i) an Owner may erect one (1) sign on a Lot advertising the Dwelling for sale or rent, provided that the sign does not exceed two (2) feet by three (3) feet in size; (ii) an Owner may temporarily place one (1) sign on a Lot advertising the "open house" of the Dwelling, provided that the sign does not exceed two (2) feet by three (3) feet in size and the sign may only be displayed during actual open house hours; (iii) signs or billboards may be erected by the Declarant or any Builder designated in writing by the Declarant as having the right to erect such signs or billboards; (iv) an Owner may temporary place 1 sign on a Lot advertising a "garage sale", provided that the sign does not exceed 2 feet by 3 feet in size and the sign may only be displayed during the garage sale hours; or (v) political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs will not be erected more than 60 days in advance of the election to which they pertain and are removed within 15 days after the election. A permitted or authorized sign may not contain any language or symbols on the sign that are not directly related to the authorized purpose of the sign. The ACA may in the ACA Standards permit additional signs and/or place additional restrictions or limitations on the signs permitted in this Declaration, provided that such additional restrictions or limitations do not conflict

with the terms herein. The Association will have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing. Removal shall not subject the Association to any liability in connection with such removal.

7.8 Trash; Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered sanitary containers. In no event shall such containers be stored, kept, placed or maintained on any Lot where visible from the location on the street that is immediately in the front of the Dwelling except solely on a day designated for removal of garbage, then such containers may be placed in the designated location for pick-up of such garbage and the container will be removed from view before the following day. Materials incident to construction of improvements may be stored on Lots during construction by Declarant or any builder designated by Declarant.

7.9 Nuisances. No noxious or offensive activity, including, without limitation, unreasonable smells, noise or aesthetics, will be carried on upon any Lot, nor will anything be done thereon which the Board of Directors determines, in its sole and absolute discretion, is or may become an unreasonable source of annoyance or nuisance to the Property.

7.10 Antennae and Satellite Dishes. Except with the written permission of the ACA or as provided herein, exterior antennae, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind may not be placed on the exterior of any Dwelling or on any portion of the Lot outside the Dwelling, except that (i) antennas, satellite dishes or other apparatuses that are one meter or less in diameter and that are designed to receive transmissions other than television broadcast signals shall be permitted; and (ii) antennas or satellite dishes designed to receive television broadcast signals shall be permitted. Any of the foregoing permitted devices and any other device permitted by the ACA (a "**Permitted Device**"), must be located in an area where such Permitted Device is not visible (for aesthetic reasons) from any portion of the street in front of the applicable Lot with the apparatus. However, if the Owner determines that the Permitted Device cannot be located in compliance with the foregoing non-visibility requirement without precluding reception of an acceptable quality signal, then the Owner may install the Permitted Device in the least conspicuous alternative location on the Lot where an acceptable quality signal can be obtained. The ACA in the ACA Standards may include rules or provisions regarding the type of additional Permitted Devices and/or the placement of Permitted Devices, provided that such ACA Standards do not conflict with the terms of this Section 7.10 and do not unreasonably increase the cost of installation, maintenance or use of the Permitted Device. A Permitted Device that complies with the provisions of this paragraph and the ACA Standards shall not require the ACA's approval prior to installation. However, the ACA shall be the sole and exclusive authority for purposes of determining if the item or device complies with the provisions of this paragraph and the ACA Standards.

7.11 Air-Conditioning Units. Air-conditioning apparatuses must be installed on the ground behind the rear of the Dwelling or on the ground near the side of the Dwelling. No air-conditioning apparatus or evaporative cooler may be attached to any wall or any window of any Dwelling.

7.12 No Solar Collectors. Except with the written permission of the ACA, no solar collector panels or similar devices may be placed on or around any Dwelling.

7.13 No Temporary Structures as a Residence. No structure of a temporary character, including, without limiting the generality thereof, any tent, shack, garage or barn will be used on any Lot at any time as a residence, either temporarily or permanently; except that camping out in a tent, that is erected in the back yard behind a fully screened fence, is permitted provided that such activity does not become or constitute a nuisance or unreasonable source of annoyance to the occupants of

other Lots as determined by the Board of Directors in its sole and absolute discretion. This restriction will not be interpreted to limit the right of Declarant or any Builder to use trailers or outbuildings as sales offices, selection center offices, construction offices or material storage facilities.

7.14 Sidewalks. The Owner shall be responsible for maintaining any sidewalk located on such Owner's Lot to the extent required by the City.

7.15 Landscaping Maintenance. All yards must be sodded or grassed within a reasonable time period not to exceed seven (7) months after the initial conveyance of a Lot with a Dwelling thereon to an Owner other than a Builder. Decorative ground cover rock (excluding flower beds and planters with mulch rather than rock) in the front and side yard may not exceed 10% of the total area of the front and side yard. All landscaping located on any Lot, including grass lawns, must be properly maintained at all times by the Owner of such Lot in a trimmed, well-kept and clean condition, as determined by the Board of Directors, in its sole and absolute discretion. Each Owner will keep all shrubs, trees, grass, and plantings of every kind on his or her Lot cultivated, pruned, free of trash, and other unsightly material. In addition, each Owner shall on a regular basis remove weeds from the yard, including, without limitation, flower beds and planter areas.

7.16 Exterior Improvement Maintenance. All improvements upon any Lot will at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot in a presentable well-kept and clean condition, as determined by the Board of Directors, in its sole and absolute discretion.

7.17 Garages. Each Dwelling must have a garage that will accommodate a minimum of two (2) automobiles. All garages must comply with City requirements. Garages may be used as Declarant's or a Builder's sales offices prior to permanent occupancy of the main structure; however, sales offices must be converted to garages prior to permanent occupancy. With the exception of periods when garages are used by the Declarant or Builder as sales offices, all garages will be maintained for the storage of automobiles, and no garage may be enclosed or otherwise used for habitation. No carports are permitted on a Lot.

7.18 Clothes Hanging Devices. No clothes hanging devices exterior to a Dwelling are to be constructed or placed on the Lot, except within the Dwelling.

7.19 Window Treatment. No Aluminum foil, newspaper, reflective film or similar treatment will be placed on windows or glass doors of a Dwelling. Bed sheets and similar linens may only be used during the first 90 days after such Owner acquires title to the Lot.

7.20 Mining. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind will be permitted upon or in any Lot, nor will oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas will be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

7.21 Mail Boxes. Mail boxes shall be of similar type as originally installed, unless the ACA approves additional types of mail boxes.

7.22 Athletic and Recreational Facilities. No outdoor athletic and recreational facilities such as playscapes, swing sets and sport courts may be placed on a Lot unless (i) such item is placed within a backyard that has a fence that completely encloses the backyard and the location and the item does not exceed 10 feet in height, or (ii) such item is a temporary and movable facility that is stored each night in the garage, the Dwelling or other fully screened area. Notwithstanding

the foregoing, basketball goals and any other recreation equipment designated by the ACA may be located on any portion of the Lot (including side yards) that is behind any portion of the rear of the Dwelling.

7.23 Lighting; Exterior Holiday Decorations. Lighting and/or decorations on a Lot may not be used or placed in a manner which, in the Board of Directors' sole and absolute discretion, constitutes a nuisance or an unreasonable source of annoyance to the occupants of other Lots. Except for lights and decorations within the interior of a Dwelling that are not displayed in a window, lights and decorations that are erected or displayed on a Lot in commemoration or celebration of publicly observed holidays may not be displayed more than six (6) weeks in advance of that specific holiday and must be removed within 30 days after the holiday has ended.

7.24 Lawn Decorations and Sculptures. The Owner must have the approval of the ACA to place any decorations, sculptures, fountains, flags and similar items on any portion of such Owner's Lot except the interior of the Dwelling, unless (i) such item is placed within a backyard completely enclosed by a fence which blocks the view of the item at ground level; and (ii) such item is no taller than the fence.

7.25 No Lot Consolidation or Division. No Owner, other than Declarant, may divide any Lot and/or consolidate any adjoining Lots and/or any portion thereof.

7.26 Drainage Alteration Prohibited. Unless approved by the ACA, no Owner will: (i) alter the surface water drainage flows of a Lot as originally established at the time of the initial construction of the Dwelling; or (ii) install landscaping or other improvements that may interfere with, obstruct or divert drainage flows established by the Declarant or any Builder. The foregoing shall not prevent or limit the Declarant from performing any grading work and/or changing any surface water drainage flow on any Lot.

7.27 Construction Activities. This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or remodeling of or making of additions to improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with diligence and conforms to usual construction practices in the area. If construction upon any Lot does not conform to usual practices in the area as determined by the Board of Directors in its sole good faith judgment, the Board of Directors will have the authority to obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot, there is an excessive accumulation of debris of any kind that is offensive or detrimental to the Property or any portion thereof, then the Board of Directors may contract for or cause such debris to be removed, and the Owner of such Lot will be liable for all expenses incurred in connection therewith.

7.28 Declarant and Builder Development and Construction. Notwithstanding any other provision herein, Declarant, and its successors and assigns, and any Builders, will be entitled to conduct on the Property all activities normally associated with, and convenient to, the development of the Property and the construction and sale of Dwellings on the Property.

ARTICLE VIII COMMON AREAS

8.1 **Association to Hold and Maintain.** The Association will own all Common Areas in fee simple title. The Association shall maintain the Common Area and any improvements and landscaping thereon in good repair. The Association shall also maintain the Common Maintenance Areas to the extent the Board of Directors determines that such maintenance is desirable.

8.2 **Use of Common Areas at Own Risk.** Each Owner, by acceptance of a deed to a Lot, acknowledges that the use and enjoyment of any Common Area recreational facility involves risk of personal injury or damage to property. Each Owner acknowledges, understands, and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and committees, Declarant, and any Builder are not insurers of personal safety and that each person using the Common Area assumes all risks of personal injury and loss or damage to property, resulting from the use and enjoyment of any recreational facility or other portion of the Common Area. Each Owner agrees that neither the Association, the Board of Directors and any committees, any Builder, nor Declarant shall be liable to such Owner or any person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other wrong or entitlement to remedy based upon, due to, arising from, or otherwise relating to the use of any recreational facility or other portions of the Common Area, including, without limitation, any claim arising in whole or in part from the negligence of the Association, Declarant, or any Builder. THE FOREGOING RELEASE IS INTENDED TO RELEASE THE SPECIFIED PARTIES FROM LIABILITY FOR THEIR OWN NEGLIGENCE.

8.3 **Condemnation of Common Area.** In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto will be payable to the Association and will be used by the Association as the Board of Directors determines, in its business judgment, including, without limitation, (i) to purchase additional Common Areas to replace that which has been condemned, (ii) to reconstruct or replace on the remaining Common Area any improvements that were on condemned Common Area, (iii) to pay for Common Expenses, or (iv) to be distributed to each Owner on a pro rata basis.

8.4 **Damage to Common Area.** If the Common Area or improvements on the Common Maintenance Area are damaged and if there are insurance proceeds sufficient to repair such damage to its prior condition, then the Association shall cause such damage to be repaired or reconstructed unless there is a 67% or greater vote within 90 days after the loss not to repair or reconstruct. If said 67% vote is cast not to repair or reconstruct such damage and no alternative improvements are authorized, the damaged property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association.

8.5 **Conveyance of Common Areas by Declarant to Association.** Declarant shall have the right to convey title to any portion of the Property owned by Declarant, or any easement interest therein, to the Association as Common Area, and the Association shall be required to accept such conveyance. Property conveyed by Declarant to the Association as Common Area shall be conveyed free and clear of monetary liens and encumbrances other than taxes and assessments imposed by governmental entities or districts authorized by Texas law. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public land records of the County.

8.6 **Common Areas – No Obligation to Improve.** The Common Areas are intended

primarily for open space areas in a NON-IMPROVED CONDITION. However, Declarant reserves the right, but not the obligation, to make improvements to the Common Areas. Declarant, therefore, makes no representations or warranties regarding the Common Areas, including whether or not any improvements will be made thereto and/or the visual or aesthetic properties or characteristics of the Common Areas.

ARTICLE IX EASEMENTS

9.1 Easement for Utilities on Common Area. During the period that Declarant owns any real property within the Development, the Declarant, on behalf of itself, reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Area for the construction, installation, use and maintenance for utilities, including, without limitation, water, sewer, electric, cable television, telephone, natural gas and storm water and drainage related structures and improvements. The Association will also have the right to grant the easements described in this paragraph.

9.2 Easement to Correct Drainage on Property. During the period that Declarant owns any real property within the Development, Declarant hereby reserves for the benefit of Declarant and any Builder, a blanket easement on, over and under the ground within the Property (excluding the area where the Dwelling is located) to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance, and will be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein will be interpreted to impose any duty upon Declarant or any Builder to correct or maintain any drainage facilities within the Property. Any damage to a Lot caused by or due to the exercise of the foregoing drainage easement rights, shall be promptly repaired by the party exercising such easement rights after completing its construction activities in the damaged area.

9.3 Easement for Right to Enter Lot. If the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association will have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein will not be deemed a trespass, and the Association will not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

9.4 Temporary Easement to Complete Construction. All Lots will be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors, and assigns, over and upon the front, side and rear yards of the Lots as may be expedient or necessary for the construction, servicing and completion of Dwellings and landscaping upon adjacent Lots, provided that such easement will terminate as to any Lot 24 months after the date such Lot is conveyed an Owner other than a Builder. Any damage to a Lot caused by Declarant due to exercise of the foregoing completion easement rights, shall be promptly repaired by the party exercising such easement rights after completing its construction activities in the damaged area.

9.5 Easement for Association Fencing. To the extent the Association Fencing is not located on Common Area, the Declarant hereby reserves for the benefit of Declarant and the Association an easement for the purpose of placing and maintaining the Association Fencing on the Wall Maintenance Easement Property.

9.6 Easement for Landscaping. Declarant hereby reserves for the benefit of Declarant and the Association an easement for the purpose of maintaining the landscaping located on the

Landscape Easement Property.

ARTICLE X ANNEXATION AND WITHDRAWAL

10.1 **Annexation by Declarant.** Until 10 years after the recording of this Declaration in the public records, Declarant may, at its sole option, annex the Annexable Property or any portion thereof into the Association and subject such Annexable Property or portions thereof to the terms hereof and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. The annexation shall not require the approval of any person other than the owner of the property being annexed. In the annexation document, Declarant may amend the Declaration to cause the terms Common Area and Association Fencing, and other terms necessary to appropriately address and describe the new applicable areas of land within the real property being annexed. The foregoing amendment shall not require the approvals set forth in Section 11.2 herein.

10.2 **Annexation by Association.** The Association may annex any portion of the Annexable Property by a 67% or greater Class Vote approving such action and the consent of the Owner of such portion of the Annexable Property.

10.3 **Recording of Annexation.** The annexation of any portion of the Annexable Property shall be evidenced by a written document recorded in the public land records of the County.

10.4 **No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any Member to annex any portion of the Annexable Property, and no owner of any property excluded from the Association shall have any right to have such property annexed thereto.

10.5 **Withdrawal of Property.** Declarant may amend this Declaration to withdraw real property without a Dwelling thereon from the definition of the Property and from the coverage of this Declaration, provided that (i) the withdrawal is not unequivocally contrary to the overall, uniform scheme of development of the Property; and (ii) the owner of real property to be withdrawn must consent. Such amendment shall not require the consent of any person, Member or Owner (except as provided in this Section 10.5 (ii)), except a 67% or greater Class Vote approving such action is required if the real property to be withdrawn is Common Area.

ARTICLE XI MISCELLANEOUS

11.1 **Declaration Term - Perpetual.** Unless 90% of all the votes approve the termination of this Declaration, the provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. A written instrument terminating this Declaration shall not be effective unless Recorded.

11.2 **Amendments to Declaration.** This Declaration may be amended by a 67% vote, except that Declarant, at its sole discretion and without a vote or the consent of any other party, may modify, amend or repeal this Declaration: (i) at any time prior to the conveyance of the first Lot; (ii) as necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (iii) as necessary to comply with the requirements of VA, or HUD (Federal Housing Administration), FHLMC or FNMA or any other applicable governmental agency or secondary mortgage market entity; or (iv) as necessary to clarify or to correct technical, typographical or scrivener's errors; provided, however, any amendment pursuant to clause (ii), (iii)

and/or (iv) immediately above must not have a material adverse effect upon any right of any Owner. Any amendment to this Declaration shall be effective upon Recording.

11.3 - Enforcement by Association and/or Owner. The Association or any Owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed now or in the future by the provisions of this Declaration. Failure of the Association or any Owner to enforce any covenant or restriction of this Declaration will in no event be deemed a waiver of the right to do so in the future.

11.4 Remedies; Cumulative. In the event any Lot does not comply with the terms herein or any Owner fails to comply with the terms herein, the Association and/or any Owner will have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and any rules and regulations, and those which may be available at law or in equity, including, without limitation, enforcement of any lien, damages, injunction, specific performance, judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity will be deemed mutually exclusive of any other such remedy, but instead shall be cumulative.

11.5 Notice to Association of Sale or Transfer. Any Owner (other than Declarant) desiring to sell or otherwise transfer title to his or her Lot shall give the Board of Directors written notice of the name and address of the purchaser or transferee, within 30 days after the date of such transfer of title, and such other information as the Board of Directors may reasonably require. The Association may charge a transfer fee upon the conveyance of title to a Lot for purposes of covering the reasonable administrative costs to change the records.

11.6 Limitation on Interest. All agreements between any Owner and the Association and/or Declarant are expressly limited so that the amount of interest charged, collected, or received on account of such agreement shall never exceed the maximum amount permitted by applicable law. If, under any circumstances, fulfillment of any provision of this Declaration or of any other document requires exceeding the lawful maximum interest rates, then, ipso facto, the obligation shall be reduced to comply with such lawful limits. If an amount received by the Association and/or Declarant should be deemed to be excessive interest, then the amount of such excess shall be applied to reduce the unpaid principal and not to the payment of interest. If such excessive interest exceeds the unpaid balance due to the Association and/or Declarant, then such excess shall be refunded to Owner.

11.7 Construction and Interpretation. This Declaration shall be liberally construed and interpreted to give effect to its purposes and intent, except as otherwise required by law.

11.8 Notices. Except as otherwise provided in the Bylaws or this Declaration, all notices, demands, bills, statements and other communications under this Declaration shall be in writing and shall be given personally or by mail. Notices that are mailed shall be deemed to have been duly given three (3) days after deposit, unless such mail service can prove receipt at an earlier date. Owners shall maintain one mailing address for a Lot, which address shall be used by the Association for mailing of notices, statements and demands. If an Owner fails to maintain a current mailing address for a Lot with the Association, then the address of that Owner's Lot is deemed to be such Owner's mailing address. If a Lot is owned by more than one person or entity, then notice to one co-owner is deemed notice to all co-owners. Attendance by a Member at any meeting shall constitute waiver of notice by the Member of the time, place and purpose of the meeting. Written waiver of notice of a meeting, either before or after a meeting, of the Members shall be deemed the equivalent of proper notice.

11.9 Not a Condominium. This document does not and is not intended to create a

condominium within the meaning of the Texas Uniform Condominium Act, Tex. Prop. Code Ann., Section 82.001, et seq.

11.10 Severability. Invalidation of any one of these covenants, conditions, easements or restrictions by judgment or court order will in no manner affect any other provisions which will remain, in full force and effect.

11.11 Rights and Obligations Run With Land. The provisions of this Declaration are covenants running with the land and will inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. No Lot is exempt from the terms set forth herein. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed will be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed.

11.12 Disclaimer Regarding Security. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system can not be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants, invitees, and licensees that the Association, its Board of Directors and committees and the Declarant are not insurers and that each person using any portion of the Property assumes all risks for loss or damage to persons, to Lots and to the contents of Lots resulting from acts of third parties.

11.13 Attorneys' Fees and Court Costs. If litigation is instituted to enforce any provision herein, then the prevailing party shall be entitled to all attorneys' fees and court costs related to such legal action.

11.14 Gender. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, will include all other genders, and the singular will include the plural, and vice versa.

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

11.16 Conflicts. In the event of conflict between this Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration will control.

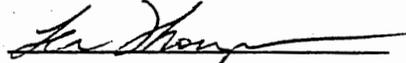
11.17 Exhibits. All exhibits referenced in this Declaration as attached hereto are hereby incorporated by reference.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the day and year written below.

DECLARANT:

Fox & Jacobs Homes,
an assumed business name of
Centex Homes, a Nevada general partnership

By: Centex Real Estate Corporation,
a Nevada corporation,
Its: Managing general partner

By: 

Name: Lee Thompson

Title: Division President

Date: October 23, 2003

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me on this the 23rd day of October, 2003, by Lee Thompson (personally known to me), Division President of Centex Real Estate Corporation, a Nevada corporation, on behalf of the corporation, and the corporation executed this instrument as managing general partner on behalf of Centex Homes, a Nevada general partnership (d/b/a "Fox & Jacobs Homes").

AFTER RECORDING RETURN TO:

Centex Homes
Attn: Legal Department
2800 Surveyor, Bldg. #1
Carrollton, Texas 75006



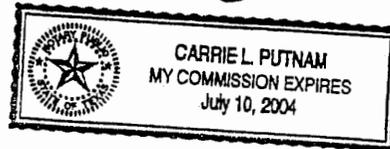


EXHIBIT "A"

The Property

Being Lots 1 through 37 (inclusive), Block C; Lots 1 through 47 (inclusive), Block E; Lots 1 through 31 (inclusive), Block G; Lot 1X, Block I; Lot 1X, Block J; Lots 1 through 52 (inclusive), Block K; and Lots 1 through 15, Block L, of Wheeler Ridge, Phase 1, an addition to the City of Denton, Denton County, Texas, according to the plat thereof recorded in Cabinet U, Page 827 to 829, Plat Records, Denton County, Texas.

EXHIBIT "B"

Common Areas

Being Lot 1X, Block C; Lot 1X, Block I; Lot 1X, Block J; Lot 6X and 31X, Block K; and Lot 9X, Block L; of Wheeler Ridge, Phase 1, an addition to the City of Denton, Denton County, Texas, according to the plat thereof recorded in Cabinet U, Page 827 to 829, Plat Records, Denton County, Texas.

I, Cynthia Mitchell, County Clerk of Denton County, Texas, do hereby certify that the attached instrument (Clerk's File No. 2003-R017558) consisting of 30 pages is a true and correct copy of the original on file and of record in my office.

Dated this 23 day of Oct, 20 03
Cynthia Mitchell, County Clerk
BY: F. Cheneweth Deputy

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY CLERK

On Oct 23 2003
At 11:25am

Receipt #: 64585
Recording: 61.00
Doc/Regt: 11.00
Doc/Num: 2003-R0175589
Doc/Type: DEC
Deputy - Felicia

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2007 00045426

Instrument Number: 2007-45426

As

Recorded On: April 18, 2007

Amendment

Parties: CENTEX HOMES

Billable Pages: 3

To

Number of Pages: 3

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Amendment	24.00
Total Recording:	24.00

***** DO NOT REMOVE 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: 2007-45426
Receipt Number: 378511
Recorded Date/Time: April 18, 2007 10:15:59A
User / Station: P Sallee - Cash Station 4

Record and Return To:

CENTEX HOMES
ATTN: LINDA SIGNER
1603 LBJ FRWY SUITE 700
DALLAS TX 75234



THE STATE OF TEXAS }
COUNTY OF DENTON }

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

C. Mitchell

County Clerk
Denton County, Texas

After recording, return to:
Centex Homes, Attn: Linda Signer
1603 LBJ Freeway, Suite 700
Dallas, Texas 75234

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WHEELER RIDGE**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge (this "**Amendment**"), is made on the date hereinafter set forth by Centex Homes, a Nevada general partnership (the "**Declarant**").

RECITALS

A. Declarant executed that certain instrument entitled Declaration of Covenants, Conditions, and Restrictions, recorded in Volume 5545, Page 1976 of the Real Property Records of Denton County, Texas (the "**Original Declaration**").

B. Declarant executed that certain Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge, recorded as Document Number 2004-135207 in the Real Property Records of Denton County, Texas (the "**First Annexation and Amendment**").

C. Declarant executed that certain Second Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge, recorded as Document Number 2006-15739 in the Real Property Records of Denton County, Texas (the "**Second Annexation and Amendment**").

D. Declarant executed that certain Third Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge, recorded as Document Number 2007-24121 in the Real Property Records of Denton County, Texas (the "**Third Annexation and Amendment**") (the Original Declaration, as amended by the First Annexation and Amendment, the Second Annexation and Amendment and the Third Annexation and Amendment, is hereinafter referred to as the "**Declaration**").

E. Declarant desires to amend the Declaration as provided herein.

AMENDMENT

1. **Amendment.** Lot 1X, Block S and Lot 11X, Block Z of Wheeler Ridge Phase Four ("**Lot 1X, Block S/Lot 11X, Block Z**"), an addition to the City of Denton, Denton County, Texas, according to the map or plat thereof, recorded in Cabinet W, Page 677, Plat Records of Denton County, Texas, as amended by the Amending Final Plat for Wheeler Ridge Phase Four, recorded in Cabinet W, Page 901, Plat Records, Denton County, Texas, were incorrectly identified as Common Area on Exhibit 2 attached to the Third Annexation. The Declaration is hereby amended to exclude Lot 1X, Block S/Lot 11X, Block Z from the definition of Common Area and from Exhibit 2 attached to the Third Annexation and Amendment. This Amendment shall be effective upon the recordation of this Amendment in the office of the County Clerk of Denton County, Texas.

2. **Full Force and Effect.** Except as specifically amended herein, the Declaration shall remain and continue in full force and effect.

3. **Defined Terms.** Unless otherwise indicated herein, all initial-capped terms used herein shall have the same meanings as ascribed to them in the Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the date written below.

DECLARANT:

CENTEX HOMES,
a Nevada general partnership

By: Centex Real Estate Corporation,
a Nevada corporation
its managing general partner

Date: April 12th, 2007

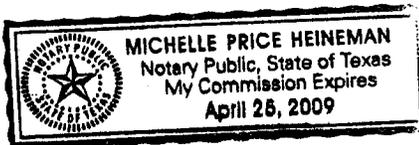
By: M. Bret Hill
M. Bret Hill
Chief Financial Officer
Dallas/Ft. Worth Metro Division

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 12th day of April, 2007, by M. Bret Hill, Chief Financial Officer, Centex Homes – Dallas/Fort Worth Metro Division of Centex Real Estate Corporation, a Nevada corporation, on behalf of the corporation in its capacity as managing general partner of Centex Homes, a Nevada general partnership,

Michelle Price Heineman
Notary Public, State of Texas
Notary's Printed Name: MICHELLE HEINEMAN
My Commission Expires: 4/25/09



**POLICIES, RULES
and
GUIDELINES**

**COVENANT ENFORCEMENT
AND / OR
FINING POLICY**

Denton County
Juli Luke
County Clerk

Instrument Number: 26504

ERecordings-RP

MISCELLANEOUS

Recorded On: March 13, 2019 12:44 PM

Number of Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$70.00

***** 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: 26504
Receipt Number: 20190313000392
Recorded Date/Time: March 13, 2019 12:44 PM
User: Terri B
Station: Station 20

Record and Return To:

eRx



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**THIRD AMENDMENT TO NOTICE OF FILING OF
DEDICATORY INSTRUMENTS FOR WHEELER RIDGE**

STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF

§

§

DENTON

§

This **THIRD AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR WHEELER RIDGE** (hereinafter "Third Amendment") is made this 4th day of March, 2019, by the Wheeler Ridge Homeowners' Association, Inc. (hereinafter "Association").

WITNESSETH

WHEREAS, Fox & Jacobs Homes, an assumed name of Centex Homes, a Nevada general partnership (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge" filed of record October 23, 2003, under Instrument No. 2003-R0175589, of the Real Property Records of Denton County, Texas, as amended and supplemented ("Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on October 14, 2004, the Association filed a Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2004-134942 in the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, on or about June 30, 2009, the Association filed a First Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Instrument No. 79018 in the Real Property Records of Denton, County, Texas (the "First Amendment"); and

WHEREAS, on or about July 01, 2010, the Association filed a Second Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2010-63854 in the Real Property Records of Denton, County, Texas (the "Second Amendment"); and

WHEREAS, on or about December 16, 2011, the Association filed a Third Supplement to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2011-120334 in the Real Property Records of Denton, County, Texas (the "Third Supplement"); and

WHEREAS, on or about July 11, 2014, the Association filed a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Wheeler Ridge” as Document No. 2014-67573 in the Real Property Records of Denton County, Texas (the “Fourth Supplement”);

WHEREAS, on or about July 10, 2018, the Association filed a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 79847 in the Real Property Records of Denton County, Texas (“Fifth Supplement”); and

WHEREAS, the Association desires to amend the Notice by replacing in its entirety Exhibit “A-4” to the Notice (Fining Policy with Exhibit ‘A’ – Fine Schedule (adopted 10-1/04)”with the document “Wheeler Ridge Homeowners’ Association Fining and Enforcement Policy” attached hereto as Exhibit “1” and incorporated herein for all purposes (adopted 03/19)(the “Fourth Amendment”).

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit “1”** is true and correct copies of the original and is hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Fourth Amendment to Notice to be executed by its duly authorized agent as of the date first above written.

WHEELER RIDGE HOMEOWNERS ASSOCIATION, INC.
a Texas non-profit corporation

By: XCMB

Name: CHRISTOPHER BOHEN

Title: SECRETARY

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 4th DAY OF March, 2019.

Barbara A. Legan
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

Daniel E. Pellar
The Pellar Law Firm, PLLC
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

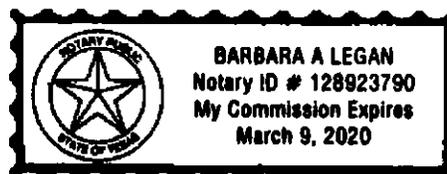


EXHIBIT "1"

DEDICATORY INSTRUMENT

1. "Wheeler Ridge Homeowners' Association Fining and Enforcement Policy" (with Exhibit A Schedule of Fines) (Rev. 03/19).

WHEELER RIDGE HOMEOWNERS' ASSOCIATION
FINING AND ENFORCEMENT POLICY

WHEREAS, Article V, Section 5.10(a) of the Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge (the "Declaration"), empowers the Board of Directors ("Board") of the Wheeler Ridge Homeowners' Association ("Association") to impose reasonable fines for violations the Declaration, Bylaws, and any rules, regulations and policies promulgated thereunder. The Declaration, Bylaws, and all rules, regulations, and policies promulgated thereunder, are collectively referred to herein as the Association's "Governing Documents"; and

WHEREAS, the Board finds that there is a need to establish orderly procedures for the issuance of fines in order to encourage Owners and their occupants to comply with the Association's Governing Documents; and

WHEREAS, this Fining and Enforcement Policy (herein "Policy") is intended to replace and supersede all prior resolutions relating to the levying of fines for violations of the Association's Governing Documents.

NOW, THEREFORE, IT IS RESOLVED that the following systems, procedures and practices are established for the levying of fines against Owners for violation of the Governing Documents.

1. **Establishment of Violation.** Any condition use or activity which does not comply with the provisions of the Governing Documents shall constitute a "Violation" under this Policy for all purposes.
2. **Report of Violation.** The existent of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Policy, the delegate of the Board may include any one or more of the following: the Architectural Control Committee ("ACC"), a committee established for this purpose, if any, or the management staff of the Association ("Management"). It is the intent of this Policy that the Board will, at a minimum, delegate to Management the enforcement of certain types of Violations of a routine nature specifically defined by the Board. A timely written report shall be prepared by the field observer for each Violation which will include the following information:
 - a. Identification of the nature and description of the Violation(s).
 - b. Identification by street address and legal description, of the Lot on which the Violation(s) exists or has occurred.
 - c. Identification of the authority establishing that the condition, use or activity constitutes a Violation.

- d. Date of the verification observation and the name of the person making the observation.
- e. Determine of type of Violation:
 - i. **Curable Violation**: by way of example only, curable violations would include parking violations, maintenance violations, failure to construct improvements in accordance with approved plans, ongoing noise violations (such as a barking dog) **and** which otherwise are objectively determined not to pose a threat to the health or safety of the public.
 - ii. **Uncurable Violation**: by way of example only, Uncurable Violations would include shooting off fireworks, noise violations that are not ongoing (such as a loud party) property damage, removal or alteration of landscaping, and holding a garage sale or other prohibited event.

If the Violation is determined by the delegate to be a Curable Violation, as soon as practical after the field observation report is prepared, the delegate will forward to the Owner of the Lot in question written notice via postcard or letter sent by first class mail of the discovery of the Curable Violation(s) (“Courtesy Notice”). The Owner will have ten (10) days from date of mailing of the Courtesy Notice to correct or eliminate the Curable Violation(s). If the Violation is determined to be an Uncurable Violation, or if a similar Violation (s) was established and reported in the previous twelve (12) months, Courtesy Notice will not be sent and the Owner, but instead the First Notice set forth below will be the initial notice to the Owner. Likewise, if the Violation is determined to be Uncurable, the Owner will not be entitled a cure period to avoid imposition of a sanction or fine levied in accordance with this Policy.

3. **Required Notice.**

- a. **First Notice.** If no response is received from the Courtesy Notice for a Curable Violation, and the Curable Violation(s) has not been cured, a similar Violation occurred within the proceeding twelve (12) month period, or where a Violation is Uncurable, the Board or its delegate shall notify the Owner of the Lot by certified mail, that a Violation(s), has occurred or exists (the “First Notice”). The First Notice shall contain, at a minimum, the following information:
 - i. The nature, description and location of the Violation(s), including if the Violation is Curable or Uncurable and identify any property damage caused by the Owner;
 - ii. The authority for establishing that the condition, use or activity constitutes a Violation, including the authority for recovering property damages caused by the Owner;

- iii. The sanction or proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the Owner for property damage;
 - iv. Notice to the Owner that if the Curable Violation(s) is corrected or eliminated by a specific date after mailing of the First Notice, that a fine will not be assessed and that no further action will be taken;
 - v. The recipient may, on or before thirty (30) days from the mailing of the First Notice, deliver to the Association a written request for a hearing before the appropriate delegate;
 - vi. If the Curable Violation is not corrected or eliminated by the date specified in the First Notice, or if a written request for a hearing is not submitted for a Violation on or before thirty (30) days from the mailing of the First Notice, that the sanctions delineated in the First Notice will be due and owing for an Uncurable Violation or, in the case of a Curable Violation, may be imposed and for all Violations, any attorney's fees and costs will be charged to the Owner;
 - vii. The Owner may appeal any delegate's decision to the Board by written notice timely submitted within the time period set forth in Paragraph 5 (Appeal) herein below.
- b. The First Notice shall otherwise not be required to be sent prior to the Association's right to levy a fine or impose other sanctions for any Violation if the Owner has previously received a First Notice relating to a similar Violation within six (6) months of the current Violation. For purposes of this Policy, such an Owner shall be referred to as a "Repeat Offender".
4. Request for Hearing. If the Owner or occupant timely challenges the existence of the Violation(s) and/or the proposed sanction or fine by timely requesting a hearing after mailing of the First Notice, as provided hereinabove, the hearing shall be held in executive session of either the ACC or Board, depending on the subject matter of the Violation. Unless otherwise determined by the Board, the ACC shall conduct hearings over all architectural violations relating to new construction or relating to an addition, modification, or alteration to an existing structure or landscaping on a Unit or Lot. At any such hearing, the alleged violator shall be afforded a reasonable opportunity to be heard. Such hearing shall be held no later than the 30th day after the date the Board receives the Owner's request for a hearing. Proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice ("Hearing Notice"), together with a statement of the date and manner of delivery, is entered by the officer, director, agent or delegate who delivered such Hearing Notice. The Hearing Notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The Hearing Notice of the date, time and place of the hearing shall be sent no later than the 10th day before the date of

the hearing. The delegate or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine and or sanction, if any to be imposed. The delegate shall notify the Owner in writing of the results of the hearing within ten (10) days after the hearing.

5. Appeal. Following a hearing before a delegate, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by Management, the President or Secretary of the Association within ten (10) days after the date of the delegate's written notice of the results of the hearing ("Notice of Appeal"). Any appeal before the Board shall be held in the same manner as provide in Paragraph 4 for hearings before a delegate.

6. Final Notice. In the case of a Violation, a final notice of the Violation(s) and the amount of the fine, sanction imposed and payment due date for any levied fine (the "Final Notice of Fine Application") will be sent by the Association to the Owner by certified mail, under any of the following situations:
 - a. Where, within thirty (30) days from the date of receipt by the Owner of the First Notice for a Curable Violation(s), the Curable Violation has not been corrected or eliminated and/or the Association has not received a written request for a hearing for any Violation; or
 - b. Where, the Owner was previously notified of, and was given a reasonable opportunity to cure, a similar Violation within the preceding six (6) months.
 - c. Where a requested hearing and appeal before the delegate or Board is exhausted for a Violation, and the sanction or fine is upheld.

7. Correction of Violation. Where the Owner corrects or eliminates the Curable Violation(s) prior to the imposition of any fine no further action will be taken (except for collection of any monies for which the Owner may become liable under this Policy and/or the Declaration). Written notice of correction or elimination of the Curable Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee to the Association for same, the amount of which is set by the Board or its delegate.

8. Corrective Action. Notwithstanding any other provision contained herein to the contrary, where a Violation is determined or deemed determined to exist, the Board may undertake to the extent permitted by the Governing Documents, to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if the Board, in its reasonable judgement determines the Violation may be readily corrected, removed or abated without

undue expense and without breach of the peace. Where the Board or its delegate decides to initiate any action by a qualified contractor, the following will apply:

- a. The Board must give the Owner prior written notice of undertaking of action unless the existence of the Violation(s) poses a material or imminent threat to the health and safety of others or their property.
 - b. Costs incurred in correcting or eliminating the Violation(s) will be referred to the Association to be recovered from the Owner as a Specific Assessment pursuant to Article V, Section 10 of the Declaration.
 - c. The Association, and its agents and contractors, will not be liable to the Owner, occupant, or any third party for trespass or any damages or costs alleged to arise by virtue of action taken under this Paragraph 8.
9. **Referral to Legal Counsel.** The Board or its delegate may refer any Violation to legal counsel for appropriate action at any time the Board or its delegate deems it to be in the best interests of the Association to do so. Any attorney's fees and related charges incurred by the Association in enforcing the Association's Governing Documents will be added to the fines imposed under this Policy and become an obligation of the Owner at issue.
10. **Fines.** The imposition of fines or sanctions will be on the following basis:
- a. Fine will be levied in accordance with the Schedule of Fines attached hereto as **Exhibit "A"** and incorporated herein by reference for all purposes.
 - b. Imposition of fines will be in addition to and not exclusive of any other rights and remedies of the Association as created by the Governing Documents or this Policy.
 - c. Fines are imposed against the Lots and become an obligation of the Owners of such Lots. Upon presentation of outstanding fines to the Board for action, the same will be levied against the respective Lots and their Owners pursuant to Article V, Section 5.10(a) of the Declaration.
11. **Notices.**
- a. Any notice required by this Policy to be given, sent, delivered or received in writing will, for all purposes, be deemed to have been given, sent, delivered or received, when the notice is placed in the care and custody of the United States Postal Service as evidenced by the date of postmark of such notice bearing postage prepaid and the most recent address of the recipient according to the records of the sending party.

- b. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.
 - c. Where the interests of an Owner have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot has been and is being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.
 - d. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than an Owner, notices required under this Policy may, but is not required to be given, to such third party in addition to the Owner when possible. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Governing Documents. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation(s) exists.
 - e. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Policy, such Owner shall remain personally liable for all costs and fines under this Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Policy.
12. Cure of Violation During Enforcement. An Owner or occupant may correct or eliminate, to the extent applicable, a Violation at any time during the pendency of any procedure prescribe by this Policy. Upon verification that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Policy, which costs and fines, if not paid upon demand, will be referred to the Association and/or its legal counsel for collection pursuant to Article V, Section 5.10(a) of the Declaration.
13. Definitions. The definitions contained in the Declaration are hereby incorporated herein by reference for all purposes.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes in all respects all prior resolutions relating to levying of fines for violations of the Governing Documents, and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on March 4, 2018, and has not been modified, rescinded or revoked.

DATE: MARCH 4, 2019


Board President / Secretary

EXHIBIT "A"

WHEELER RIDGE HOMEOWNERS' ASSOCIATION
COVENANT ENFORCEMENT AND FINING POLICY
Schedule of Fines
Effective March 2019

<u>VIOLATION</u>	<u>FINE</u>	<u>REPEAT OFFENDER</u>
Governing Documents	\$50.00	FINE DOUBLES / MAX \$1,000.00
Section 7.2, 7.3 and 7.23 of the Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge	\$10/day with no maximum fine level.	\$20/day with no maximum fine level.

This Schedule of Fines is to be used solely as a guide by the Board or its delegate in establishing fines for various violations of the Association's Governing Documents. Fines may be imposed by the Board, or its delegate as authorized by the Board, and may be levied as a lump sum or per diem at an amount reasonably determined by the Board to be justified given the nature of the Violation(s). Additionally, the Board, or its delegate, as a sanction, is authorized to suspend an Owner's privileges to common area facilities, after Final Notice is mailed under this Policy until all fines are paid and the Curable Violation is eliminated or resolved and/or for a reasonable period in light of the nature of an Uncurable Violation.

Denton County
Juli Luke
County Clerk

Instrument Number: 4960

ERecordings-RP
AMENDMENT

Recorded On: January 17, 2024 12:14 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$53.00

***** 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: 4960
Receipt Number: 20240117000340
Recorded Date/Time: January 17, 2024 12:14 PM
User: Diana P
Station: Station 37

Record and Return To:

Corporation Service Company



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**FOURTH AMENDEMENT TO NOTICE OF FILING OF
DEDICATORY INSTRUMENTS FOR WHEELER RIDGE**

STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF

§

§

DENTON

§

This **FOURTH AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR WHEELER RIDGE** (hereinafter "Fourth Amendment") is made this 4 day of Dec, 2023, by the Wheeler Ridge Homeowners' Association, Inc. (hereinafter "Association").

WITNESSETH

WHEREAS, Fox & Jacobs Homes, an assumed name of Centex Homes, a Nevada general partnership (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge" filed of record October 23, 2003, under Instrument No. 2003-R0175589, of the Real Property Records of Denton County, Texas, as amended and supplemented ("Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on October 14, 2004, the Association filed a Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2004-124942 in the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, on or about June 30, 2009, the Association filed a First Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Instrument No. 79018 in the Real Property Records of Denton, County, Texas (the "First Amendment"); and

WHEREAS, on or about July 01, 2010, the Association filed a Second Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2010-63854 in the Real Property Records of Denton, County, Texas (the "Second Amendment"); and

WHEREAS, on or about December 16, 2011, the Association filed a Third Supplement to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2011-120334 in the Real Property Records of Denton, County, Texas (the "Third Supplement"); and

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 4 DAY OF December, 2023.

Kathy S Baerthel
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:
Daniel E. Pellar
The Pellar Law Firm, PLLC
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034



EXHIBIT "A"

DEDICATORY INSTRUMENTS

1. Wheeler Ridge Homeowners Association, Inc., Amendment to the Fining and Enforcement Policy (Rev. 03/19)

THE WHEELER RIDGE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO THE FINING AND ENFORCEMENT POLICY (Rev. 03/19)

WHEREAS, Article V, Section 5.10(a) of the Declaration of Covenants, Conditions, and Restrictions for Wheeler Ridge (as amended and supplemented from time to time the "Declaration") empower the Board of Directors ("Board") for the Wheeler Ridge Homeowners Association, Inc. ("Association") to adopt a fining policy for violations of the Declaration, Bylaws and other rules, policies and recorded standards of the Association. The Declaration, Bylaws and other rules, policies and standards are hereinafter collectively called the "Governing Documents"; and

WHEREAS, the Board previously adopted a Fining and Enforcement Policy which was filed of record in the Denton County Real Property Records as Document No. 26504 on Marh 13, 2019 ("Policy"); and

WHEREAS, the Board desires to amend the Policy (herein "Amendment") in order to adopt and implement changes mandated by the Texas Property Code concerning an Owner's right to timely request a hearing before the Board concerning any violation.

NOW, THEREFORE, IT IS RESOLVED that Sections 4 and 5 of the Policy are hereinafter replaced, in the entirety, by the following combined language and the remaining Sections in the Policy are renumbered to reflect the numerical sequence changes made in this Amendment:

"4. HEARING BEFORE BOARD. If an Owner timely challenges a Violation in accordance with the timing requirements set forth in Section 3 herein, the Board will hold a hearing in executive session subject to the following rules and procedures:

(a) Except as provided by Subsection (b) and only if the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board.

(a) The Board will hold a timely requested hearing not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The

Owner or the Association may make an audio recording of the meeting.

(b) The notice and hearing provisions in this Addendum to the Policy do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which Section 209.006 or 209.007 of the Texas Property Code applies, a party to the suit may file a motion to compel mediation. The notice and hearing provisions concerning a matter covered by Section 209.006 or 209.007 of the Texas Property Code do not apply to a temporary suspension of an Owner's right to use Common Areas if the temporary suspension is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Addendum.

(c) An Owner or the Association may use alternative dispute resolution services.

(d) Not later than 10 days before the Board holds a hearing pursuant to the terms of this Addendum to the Policy, the Association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the association intends to introduce at the hearing.

(e) If the Association does not provide a packet within the period described by Subsection (d), the Owner is entitled to an automatic 15-day postponement of the hearing.

(f) During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute."

This is to certify that the foregoing Amendment to the Fining and Enforcement Policy) was adopted by the Board of Directors at a meeting of same on DECEMBER 1, 2023, and has not been modified, rescinded or revoked. Except as changed by this Amendment, the Fining and Enforcement Policy remains in full force and effect.

DATE: Dec 4, 2023



Signature

PRESIDENT, CHRISTIAN BORTIN

Title/Printed Name

COLLECTION POLICY

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2010-63854
Recorded As : ERX-AMENDMENT

Recorded On: July 01, 2010
Recorded At: 08:25:04 am
Number of Pages: 8

Recording Fee: \$39.00

Parties:

Direct- WHEELER RIDGE HOA
Indirect-

Receipt Number: 699459
Processed By: Matt Ivory

***** 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.



THE STATE OF TEXAS)
COUNTY OF DENTON)

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

C Mitchell

County Clerk
Denton County, Texas

**SECOND AMENDMENT TO
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
WHEELER RIDGE**

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

THIS SECOND AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR WHEELER RIDGE (this "Second Amended Notice") is made this 18th day of ~~January~~, 2010, by the Wheeler Ridge Homeowners' Association (the "Association").
June

WITNESSETH:

WHEREAS, Fox & Jacobs Homes, an assumed business name of Centex Homes, a Nevada general partnership (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge", filed of record on October 23, 2003, under Instrument No. 2003-R0175589, of the Deed Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration; and

WHEREAS, on or about October 14, 2004, the Association recorded a Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2004-134942 of the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, on or about June 30, 2009, the Association filed a First Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Instrument No. 79018 of the Real Property Records of Denton County, Texas (the "First Amended Notice"); and

WHEREAS, the Association desires to amend the First Amended Notice by replacing Exhibit "1" [Assessment Collection Policy], with the new Assessment Collection Policy attached hereto as *Exhibit "1"* and incorporated herein for all purposes, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as *Exhibit "1"* is a true and correct copy of the original and is hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code and replaces Exhibit "1" of the First Amended Notice in its entirety.

IN WITNESS WHEREOF, the Association has caused this Second Amended Notice to be executed by its duly authorized agent as of the date first above written.

WHEELER RIDGE HOMEOWNERS' ASSOCIATION, a Texas non-profit corporation

By: [Signature]
Its: [Signature] President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared BRYAN BLASKOWSKY, PRESIDENT of Wheeler Ridge Homeowners' Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 18th day of June, 2010.

[Signature: Kathryn J. Lee]
Notary Public, State of Texas

My Commission 

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

g/not.dcd/secondamended-wheeler ridge

Exhibit "I"

Assessment Collection Policy

WHEELER RIDGE HOMEOWNERS' ASSOCIATION

ASSESSMENT COLLECTION POLICY

WHEREAS, the Association has authority pursuant to Article IV of the Declaration of Covenants, Conditions, and Restrictions for Wheeler Ridge (the "Declaration") and Article III of the Bylaws of Wheeler Ridge Homeowners' Association (the "Bylaws") to levy and fix the payment dates for assessments against Owners of Lots located within Wheeler Ridge, a planned community located in Denton County, Texas (the "Development"); and

WHEREAS, the Declaration and Bylaws charge the Board with the duty to levy and collect all assessments; and

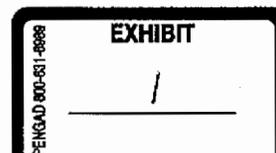
WHEREAS, in order to fix and notify Owners of the payment dates for assessments, to encourage Owners to promptly pay their assessments and to comply with the obligations placed upon the Board by the Declaration and the Bylaws, the Board of Directors (the "Board") finds it is beneficial to the Association to establish policies and procedures regarding the levy and collection of assessments.

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

1. Policy Objectives. The Association will pursue collection of all assessments and related costs, including Annual Assessments, Special Assessments and Specific Assessments, in the most expedient and cost-effective manner possible, subject to the provisions of the Declaration and this Policy. The Association may delegate to management those duties determined by the Board in its sole discretion to be necessary to accomplish the foregoing objectives.

2. Ownership Interests. The person who is the Owner of a Lot as of the date an assessment becomes due is personally liable for the payment of that assessment. Further, the personal liability for unpaid assessments passes to the successors in title to a Lot only if expressly assumed by them. As used herein, the term "Delinquent Owner" refers to that person who held title to a Lot on the date an assessment became due. As used herein, the term "Current Owner" refers to that person who then holds title to a Lot. Unless expressly denoted otherwise, the "Owner" of a Lot refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question. Further, pursuant to Article IV of the Declaration, the Association has a continuing lien against each lot to secure payment of assessments, interest, late charges and costs of collection, including attorney's fees and court costs and other charges.

3. Due Dates. The due dates for Annual Assessments shall be established by the Board of Directors. Annual Assessments are currently due and payable on a quarterly basis with due dates as January 1, April 1, July 1 and October 1 of each year. The due date for a Special Assessment or a Specific Assessment shall be set by the Board, but in no event shall it be sooner



than thirty (30) days after such notice is delivered to the Owner. Where the invoice is placed into the care and custody of the United States Postal Service, the invoice shall be deemed to have been delivered as of the third (3rd) calendar day following the date of the postmark of such invoice. The due date for any assessment shall be collectively referred to in this Policy as the "Due Date". Any assessment which is not paid in full within ten (10) days after the Due Date is delinquent (the "Delinquency Date") and shall be assessed late fees, handling charges and interest as provided in Paragraphs 5 and 6 below.

4. Default Letter. If an assessment has not been paid within ten (10) days after the Due Date, the Association may send a notice (referred to as the "Default Letter") to the Owner making formal demand for payment of all outstanding amounts. The Default Letter will be sent via certified mail, return receipt requested, and via first-class United States mail and will, at a minimum, include the following information: The unpaid assessments, late charges, interest, and collection costs claimed to be due.

5. Interest and Late Charges. In the event any assessment, or any portion thereof, is not paid in full within ten (10) days after the Due Date, interest on the principal amount due may be assessed against the Owner at the rate of eighteen percent (18%) per annum and shall accrue from the Delinquency Date until paid. Such interest, as and when it accrues hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein for assessments.

In the event any assessment, or any portion thereof, is not paid in full within ten (10) days after the Due Date, a late charge in the amount of \$25.00 may be assessed against the Owner and his or her Lot. Pursuant to Section 4.12 of the Declaration, the Board may determine the amount of late charge and has done so in this Policy. The Board may increase the amount of the late charge without amending this Policy. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any future assessments or late charges.

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

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

b. A charge of \$25.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.

c. Any fee or charge becoming due and payable pursuant to this Paragraph 6 will be added to the amount then outstanding and is collectible to the same extent and in the same

dc-63854

manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

7. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

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

9. Referral to Legal Counsel. If an Owner remains delinquent in the payment of assessments and related costs for more than thirty (30) days after the sending of the Default Letter (as provided for above), Management, on behalf of the Board, or the Board may, as soon as possible thereafter, refer the delinquency to the legal counsel for the Association for the legal action as set out in the Declaration. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the assessment obligation and may be collected as such as provided herein.

10. Non-judicial foreclosure. When the Board has directed that the collection action to be taken is non-judicial foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid assessments owing will be reported to the Board by Management. As soon as practical thereafter, the Board and/or Management will direct counsel to initiate non-judicial foreclosure of the Unit, pursuant to Texas law. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Association shall have the power to bid on the Owner's Unit and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

11. Judicial Foreclosure/Personal Judgment. When the Board has directed that the collection action to be taken is a suit for personal judgment against the Owner and/or for foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid assessments owing will be reported to the Board by Management. As soon as practical thereafter, the Board and/or Management will direct counsel to initiate legal proceedings in a court of competent jurisdiction seeking foreclosure of the assessment lien and/or recovery of a personal judgment against the Current Owner and, where different, the Delinquent Owner, or from the Current Owner only, for

all amounts owing arising from the unpaid assessments and the collection thereof, including all attorney's fees and costs.

12. Lock Boxes. The Association may establish a lock box for the receipt of assessment payments. Payments made to the lock box are deposited in the Association's bank account without regard to communications or other notices enclosed with or stated on the payment. Any notice or communication (including, without limitation, a dispute of the debt) enclosed with or stated on the payment to the lock box will be ineffective and not binding on the Association. The Association may also establish an automatic debit program and an on-line payment system for payment of assessments. Any dispute of an assessment or related charge, any proposed tender of an amount less than the entire amount claimed to be due which is intended to satisfy the Owner's debt in full, or any change in the identity, status or address of an Owner, must be in writing, sent to and received by Management at its corporate office.

13. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late charge, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

14. Credit Bureaus. The Association may also notify any credit bureau of an Owner's delinquency. The Association will notify the Owner that it has filed such a report and will comply with any local, state, or federal laws in connection with the filing of such report.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on APRIL 26, 2010, and has not been modified, rescinded or revoked.

DATE: April 26, 2010


Secretary

f/collection-wheeleridge1209

APPLICATION OF PAYMENTS POLICY

"A-1"

Wheeler Ridge Homeowners' Association, Inc.

Application of Payments Policy

WHEREAS, the Board of Directors (the "Board") of Wheeler Ridge Homeowners' Association, Inc. (the "Association") desires to establish a Policy for the Application of Payments received from owners which satisfies the new priority of payments schedule created by Section 209.0063 of the Texas Property Code; and

WHEREAS, THE Board adopts the following policy in order to comply with Section 209.0063 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for the Application of Payments is adopted by the Board:

Except as otherwise authorized by law, payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:

1. any delinquent assessment;
2. any current assessment;
3. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
4. any attorney's fees incurred by the association that are not subject to the preceding subpart;
5. any fines assessed by the Association;
6. any other amounts owed to the Association.

This policy shall supersede and render null and void any and all previously adopted application of payment policies adopted by the Board.

IT IS FURTHER RESOLVED that this Application of Payments Policy is effective on January 1, 2012, to remain in effect until revoked, modified, or amended.

This is to certify that the foregoing Application of Payments Policy was adopted by the Board of Directors, in accordance with Section 209.0063 of the Texas Property Code.



Name: CHRISTOPHER P BOHAN

Title: PRESIDENT

Date: OCT 29, 2011

ALTERNATE PAYMENT PLAN POLICY

" A-2 "

Wheeler Ridge

Homeowners' Association, Inc.

Payment Plan Policy

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

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code that becomes effective January 1, 2012; and

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

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

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

- a. A Payment Plan is only available to owners who have **delinquent** regular assessments, special assessments or any other amount owed to the Association.
- b. During the course of a Payment Plan, additional monetary penalties, other than reasonable costs associated with administration of the Payment Plan and interest, shall not be charged to the owner's account.
- c. From the date of the owner's request, the delinquent balance shall be paid over a period of 18 months with an initial payment of 20 % of the amount owed and remaining payments in equal installments. Payments must be received by the Association no later than the 15th day of each month.

- d. A Payment Plan will not be made available, except at the sole discretion of the Board, to owners who have failed to honor terms of a previous Payment Plan during the two years following the owner's default of such Payment Plan.
- e. All other terms of a Payment Plan are at the discretion of the Board of Directors.

This policy shall supersede and render null and void any and all previously adopted payment plan policies adopted by the Board.

IT IS FURTHER RESOLVED that this Payment Plan Policy is effective on January 1, 2012, to remain in effect until revoked, modified, or amended.

This is to certify that the foregoing Payment Plan Policy was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.



Name: CHRISTOPHER BONNER

Title: PRESIDENT

Date: OCT 29, 2011

RECORDS PRODUCTION AND COPYING POLICY

"A-3"

Wheeler Ridge

Homeowners' Association, Inc.

Records Production and Copying Policy

WHEREAS, THE Board of Directors (the "Board") of Wheeler Ridge Homeowners' Association, Inc. (the "Association") is required to establish a records production and copying policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information pursuant to Section 209.005 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED, that the following Records Production and Copying Policy is established by the Board:

1. Every owner of a lot in the Association is entitled to inspect and copy the Associations books and records of the Association, including financial records. An owner, or a person designated by the owner as the owner's agent, attorney, or certified public accountant may inspect records after a written request has been submitted.
2. An owner or owner's authorized representative must submit a written request for access or information by certified mail, with sufficient detail describing the property owners' association's books and records requested, to the mailing address of the association or authorized representative as reflected on the most current management certificate filed under Section 209.004. The request must contain an election either to inspect the books and records before obtaining copies or to have the property owners' association forward copies of the requested books and records.
3. If an inspection is requested, the association, on or before the 10th business day after the date the association receives the request, shall send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the association.
4. If copies of identified books and records are requested, the association shall, to the extent those books and records are in the possession, custody, or control of the association, produce the requested books and records for the requesting party on or before the 10th business day after the date the association receives the request.
5. If the Association is unable to produce the books or records requested on or before the 10th business day after the date the association receives the request, the association will provide to the requestor written notice that:

- a) Informs the requestor that the association is unable to produce the information on or before the 10th business day after the date the association received the request; and
 - b) States a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date of the letter provided under this paragraph 5.
6. Any inspection shall take place during normal business hours at a mutually-agreed upon time. All inspections shall take place at the office of the Association's management company or such other location as designated by the Association. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.
 7. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under Texas Administrative Code Section 70.3, and are subject to increase in the event T.A.C. Section 70.3 is amended. Any increase in costs provided for in 70.3 of the T.A.C. is hereby incorporated by reference for all purposes as if set forth verbatim. Relevant current costs from T.A.C. 70.3 are below:

a) Copy Charges

- 1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.
- 2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:
 - a. Diskette--\$1.00;
 - b. Magnetic tape—actual cost;
 - c. Data Cartridge—actual cost;
 - d. Tape cartridge—actual cost;
 - e. Rewritable CD (CD-RW)--\$1.00;
 - f. Non-rewritable CD (CD-R)--\$1.00;
 - g. Digital Video disc (DVD)--\$3.00;

- h. JAZ drive—actual cost;
 - i. Other electronic media—actual cost;
 - j. VHS video cassette--\$2.50;
 - k. Audio cassette--\$1.00;
 - l. Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper—\$.50;
 - m. Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographics)—actual cost.
- b) Labor charge for locating, compiling, manipulating data, and reproducing information.
- 1) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information. A labor charge shall not be made for complying with a request where the records to be copied are 50 or fewer pages unless the records to be copied are located in a remote storage facility.
 - 2) When confidential information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages.
- c) Overhead charge
- 1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity.
 - 2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records.

- 3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$3.00.
- d) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge.
- e) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.
8. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

This policy shall supersede and render null and void any and all previously adopted Records Production and Copying policy adopted by the Board.

IT IS FURTHER RESOLVED that this Records Production and Copying Policy is effective on January 1, 2012, to remain in effect until revoked, modified, or amended.

This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.



Name: Christopher Bonta

Title: PRESIDENT

Date: OCT 24 2011

RECORDS RETENTION POLICY

"A-4"

Wheeler Ridge Homeowners' Association, Inc.

Record Retention Policy

WHEREAS, the Board of Directors (the "Board") of Wheeler Ridge Homeowners' Association, Inc. (the "Association") desires to adopt a Record Retention Policy in order to be in compliance with Section 209.005(m) of the Texas Property Code; and

WHEREAS, THE Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED, that the following Record Retention Policy is established by the Board:

1. **Governing Documents** - All governing documents including but not limited to certificates of formation, bylaws, restrictive covenants, design guidelines, and all amendments and supplements thereto shall be retained permanently.
2. **Financial Records** - Financial books and records to include tax returns, audits of the Association's books, invoices paid by the Association, bank statements, and each year's budget shall be retained for seven years.
3. **Record of Owners' Account** - Account records of current owners to include transaction ledgers, violations, architectural requests, and disputes shall be retained for five years.
4. **Contracts** - Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
5. **Minutes of Meetings** - Minutes of Annual and Special Meetings of the Members, Board meetings, and committee meetings minutes shall be retained for seven years.

In the event the Association is served with any subpoena, request for documents, becomes aware of a governmental investigation, or origination of any litigation concerning the Association, all documents pertaining to such investigation, claim, or litigation shall be retained indefinitely. Additionally, any further disposal of documents shall be suspended and shall not be reinstated until completion of the investigation or litigation until such time as the Board, with the advice of legal counsel determines otherwise.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing resolution was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.



Name: CHRISTOPHER BOWEN

Title: PRESIDENT

Date: OCT 24, 2011

RELIGIOUS DISPLAY GUIDELINES

"A-5"

Wheeler Ridge

Homeowners' Association, Inc.

Religious Display Policy

WHEREAS, the Texas Legislature passed House Bill 1278 which amends Chapter 202 of the Texas Property Code by adding Section 202.018 which requires associations to permit certain religious displays on owners' doors which are motivated by sincere religious belief; and

WHEREAS, pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors of Wheeler Ridge Homeowners' Association, Inc. (the "Association") is allowed to adopt certain restrictions on the display of religious items.

NOW, THEREFORE IT IS RESOLVED, in order to comply with Section 202.018 of the Texas Property Code, the following guideline is established by the Board:

A. The association prohibits the display of religious items on the entry of a dwelling if:

1. Threatens public health or safety;
2. Violates law;
3. Is patently offensive to a passerby;
4. Is in a location other than the entry or door frame or extends past the outer edge of the door frame;
5. In the aggregate exceeds 25 square inches;

This policy shall supersede and render null and void any and all previously adopted Religious Display policies adopted by the Board.

IT IS FURTHER RESOLVED that this Religious Display Policy is effective upon adoption and to remain in effect until revoked, modified, or amended.



Name: CHRISTOPHER BOWEN

Title: PRESIDENT

Date: OCT 24, 2011

SOLAR ENERGY DEVICE GUIDELINES

"A-6"

Wheeler Ridge

Homeowners' Association, Inc.

Solar Energy Device Policy

WHEREAS, The Board of Directors of Wheeler Ridge Homeowners' Association, Inc. (the "Association") wishes to adopt certain limitations on solar devices pursuant to Section 202.010 of the Texas Property Code;

WHEREAS, The Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.010 which gives owners the right to install solar energy devices. However, certain restrictions on the installation of such devices are permissible.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.010 of the Texas Property Code, that the following guidelines are established by the Board of Directors:

A. An owner may not install a solar energy device that:

1. is in violation of any law;
2. is on property owned or maintained by the association;
3. is located on property in common areas;
4. is located anywhere but on the owner's roof or in his fenced-yard or patio, or any structure allowed under a dedicatory instrument;
5. if mounted on the roof of the home, is installed on the roof facing the front street (except as otherwise allowed by law), extends beyond the roofline, does not conform to the slope of the roof, has a top edge that is not parallel to the roofline, and/or does not conform to certain allowed design guidelines;

6. if located in a fenced yard or patio, is taller than the fence line;
7. is installed in a manner that voids material warranties;
8. is installed without prior approval by the association or its designated architectural committee;
9. would "substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities,"; or
10. a court determines it threatens public health or safety.

B. Aesthetic requirements:

1. Frames, support brackets, or any visible piping or wiring must be of a silver, bronze or black tone, whichever blends most effectively with the roof color;
2. Panels must blend to the greatest extent possible with existing roof color.

This policy shall supersede and render null and void any and all previously adopted Solar Energy Device Policy adopted by the Board.

IT IS FURTHER RESOLVED that this Solar Energy Device Policy is effective upon adoption and to remain in effect until revoked, modified, or amended.



Name: CHRISTOPHER BOTWIN

Title: PRESIDENT

Date: OCT 24, 2011

ROOFING MATERIAL GUIDELINES

"A-7"

Wheeler Ridge Homeowners' Association, Inc.

Policy Regarding Certain Roofing Material

WHEREAS, The Board of Directors of Wheeler Ridge Homeowners' Association, Inc. (the "Association") wishes to adopt certain limitations on roofing materials pursuant to Section 202.011 of the Texas Property Code;

WHEREAS, The Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which gives owners the right to install shingles of certain materials. However, certain restrictions are permissible.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.011 of the Texas Property Code, that the following guidelines for certain roofing materials are established by the Board of Directors:

- A. The Association may not prohibit or restrict an owner who is otherwise authorized to install shingles that:
 1. Are designed primarily to;
 - a) Be wind and hail resistant;
 - b) Provide heating and cooling efficiencies greater than those provided by customary composite shingles;
 - c) Provide solar generation capabilities; and
 2. When installed;
 - a) Resemble shingles used or otherwise authorized for use on property in the subdivision;
 - b) Are more durable than and are of equal or superior quality to the other shingles used or approved to be used on other property;
 - c) Match the aesthetics of the property surrounding the owner's property.

In the event of a conflict between this Policy and any other previously adopted policy pertaining to Roofing Material adopted by the Board, this Policy shall prevail.

IT IS FURTHER RESOLVED that this Roofing Material Policy is effective upon adoption and to remain in effect until revoked, modified, or amended.



Name: CHRISTOPHER BOWEN

Title: PRESIDENT

Date: OCT 24, 2011

FLAG DISPLAY GUIDELINES

"A-8"

Wheeler Ridge

Homeowners' Association, Inc.

Flag Display Policy

WHEREAS, The Board of Directors of Wheeler Ridge Homeowners' Association, Inc. (the "Association") is permitted to adopt specific limitations on certain flag displays pursuant to Section 202.011 of the Texas Property Code;

WHEREAS, The Texas Legislature passed House Bill 2779 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which prevents associations from prohibiting certain flag displays.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.011 of the Texas Property Code, the following guideline is established by the Board:

- A. An owner or resident may display:
1. the flag of the United States of America;
 2. the flag of the State of Texas; or
 3. an official or replica flag of any branch of the United States armed forces.
- B. An owner may only display a flag in A. above if such display meets the following criteria:
1. a flag of the United States must be displayed in accordance with 4 U.S. C. Sections 5-10;
 2. a flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
 3. a flagpole attached to a dwelling or a 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;
 4. the display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record;

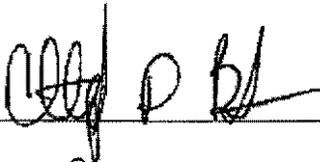
5. a displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

C. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:

1. an owner may not install a flagpole which is greater than twenty feet (20') in height;
2. an owner may not install more than one flagpole on the owner's property;
3. any flag displayed must not be greater than 3' x 5' in size;
4. any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed;
5. an owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance;
6. an owner may not locate a displayed flag or flagpole on property that is:
 - (a) owned or maintained by the Association; or
 - (b) owned in common by the members of the Association.

D. Prior to erecting or installing a flag and/or flag pole, an owner must first submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag).

IT IS FURTHER RESOLVED that these Flag Display Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.



Name: PRESIDENT

Title: CHRIS BATTU

Date: OCT 29, 2011

RAIN COLLECTION DEVICE GUIDELINES

"A-9"

Wheeler Ridge Homeowners' Association, Inc.

Rainwater Collection Device Policy

WHEREAS, The Board of Directors of Wheeler Ridge Homeowners' Association, Inc. (the "Association") is permitted to adopt specific limitations on certain rain barrels and rainwater harvesting systems; pursuant to Section 202.007(d) of the Texas Property Code;

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.007(d) of the Texas Property Code, the following guidelines are established by the Board:

- A. An owner may not install a rain barrel or rainwater harvesting system if:
 1. such device is to be installed in or on property:
 - (a) owned by the Association;
 - (b) owned in common by the members of the Association; or
 - (c) located between the front of the owner's home and an adjoining or adjacent street; or
 2. the barrel or system:
 - (a) is of a color other than a color consistent with the color scheme of the owner's home; or
 - (b) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.
- B. The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:
 1. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and
 2. there is a reasonably sufficient area on the owner's property in which to install the device or appurtenance.

- C. In order to enforce these regulations, an owner must receive written approval from the Board or the architectural control or review committee (if one exists) prior to installing any rain barrel or rainwater harvesting system. Accordingly, prior to installation, an owner must submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, color, material, shielding devices, size and type of such system or device (and all parts thereof). The plans must also identify whether the device or any part thereof will be visible from any street, other lot or common area.

IT IS FURTHER RESOLVED that these Rainwater Collection Device guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.



Name: CHRISTOPHER BORTEN

Title: PRESIDENT

Date: OCT 24, 2011

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2011 00120334

Instrument Number: 2011-120334

Recorded On: December 16, 2011

As
Notice

Parties: WHEELER RIDGE HOA INC

Billable Pages: 26

To

Number of Pages: 26

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Notice	111.00
Total Recording:	111.00

***** DO NOT REMOVE. 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:

Record and Return To:

Document Number: 2011-120334

Receipt Number: 856014

Recorded Date/Time: December 16, 2011 02:06:50P

THE PELLAR LAW FIRM PLLC

2591 DALLAS PKWY STE 300

FRISCO TX 75034

User / Station: K Duarte - Cash Station 3



THE STATE OF TEXAS }
COUNTY OF DENTON }

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

C Mitchell

County Clerk
Denton County, Texas

**THIRD SUPPLEMENT TO NOTICE OF FILING OF
DEDICATORY INSTRUMENTS FOR WHEELER RIDGE**

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

This **THIRD SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR WHEELER RIDGE** (hereinafter "Third Supplement to Notice") is made this 24th day of October, 2011, by the Wheeler Ridge Homeowners' Association, Inc. (hereinafter "Association").

WITNESSETH

WHEREAS, Fox & Jacobs Homes, an assumed name of Centex Homes, a Nevada general partnership ((the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge" filed of record October 23, 2003,, under Instrument No. 2003-R0175589, of the Real Property Records of Denton County, Texas, as amended and supplemented ("Declaration") ; and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on October 14, 2004, the Association filed a Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2004-124942 of the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, on or about June 30, 2009, the Association filed a First Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Instrument No. 79018 of the Real Property Records of Denton, County, Texas (the "First Supplement"); and

WHEREAS, on or about July 01, 2010, the Association filed a Second Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2010-63854 of the Real Property Records of Denton, County, Texas (the "Second Supplement"); and

WHEREAS, the Association desires to supplement the Notice to include the dedicatory instruments attached hereto as Exhibit "A", and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the original and is hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this **Third Supplement to Notice** to be executed by its duly authorized agent as of the date first above written.

**Wheeler Ridge
Homeowners' Association, Inc.,
A Texas non-profit corporation**

By: *[Signature]*
Its: PRESIDENT

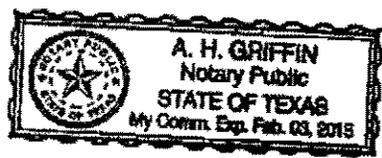
ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Denton §

BEFORE ME, the undersigned authority, on this day personally appeared Chris Bohan, President of Wheeler Ridge HOA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 14th day of November, 2011.

[Signature]
Notary Public, State of Texas



My Commission Expires: 2/3/15

AFTER RECORDING RETURN TO:
The Pellar Law Firm, PLLC
2591 Dallas Parkway, Ste. 300
Frisco, TX 75034

EXHIBIT "A"

DEDICATORY INSTRUMENTS

- A-1 Application of Payments Policy
- A-2 Payment Plan Policy
- A-3 Records Production and Copying Policy
- A-4 Record Retention Policy
- A-5 Religious Display Policy
- A-6 Solar Energy Device Policy
- A-7 Policy Regarding Certain Roofing Materials
- A-8 Flag Display Guidelines
- A-9 Rainwater Collection Device Policy

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2014-67573
Recorded As : ERX-NOTICE

Recorded On: July 11, 2014
Recorded At: 04:26:11 pm
Number of Pages: 10

Recording Fee: \$62.00

Parties:

Direct- WHEELER RIDGE HOA
Indirect-

Receipt Number: 1184383
Processed By: Dwayne Kitzmiller

***** 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.



THE STATE OF TEXAS)
COUNTY OF DENTON)

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

C Mitchell

County Clerk
Denton County, Texas

FORTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR WHEELER RIDGE

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

This **FOURTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR WHEELER RIDGE** (hereinafter "Fourth Supplement to Notice") is made this 3rd day of June, 2013, by the Wheeler Ridge Homeowners' Association, Inc. (hereinafter "Association"). *2014 Feb*

WITNESSETH

WHEREAS, Fox & Jacobs Homes, an assumed name of Centex Homes, a Nevada general partnership ((the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge" filed of record October 23, 2003, under Instrument No. 2003-R0175589, of the Real Property Records of Denton County, Texas, as amended and supplemented ("Declaration") ; and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on October 14, 2004, the Association filed a Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2004-124942 of the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, on or about June 30, 2009, the Association filed a First Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Instrument No. 79018 of the Real Property Records of Denton, County, Texas (the "First Amendment"); and

WHEREAS, on or about July 01, 2010, the Association filed a Second Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2010-63854 of the Real Property Records of Denton, County, Texas (the "Second Amendment"); and

WHEREAS, on or about December 16, 2011, the Association filed a Third Supplement to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2011-120334 the Real Property Records of Denton, County, Texas (the "Third Supplement"); and

WHEREAS, the Association desires to supplement the Notice to include the dedicatory instruments attached hereto as Exhibit "A", and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instruments attached hereto as Exhibit "A" are true and correct copies of the original and is hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Fourth Supplement to Notice to be executed by its duly authorized agent as of the date first above written.

WHEELER RIDGE HOMEOWNERS ASSOCIATION, INC.
a Texas non-profit corporation

By: *[Signature]*
Name: CHRISTOPHER BOHEN
Title: PRESIDENT

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF ~~DENTON~~ §
 TARRANT

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 3rd DAY OF June, 2013⁴

Texas

[Signature]
Notary Public in and for the State of

AFTER RECORDING, RETURN TO:
Daniel E. Pellar
The Pellar Law Firm, PLLC
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

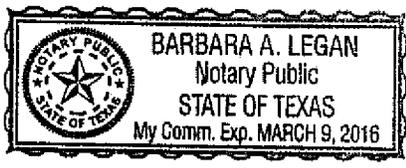


EXHIBIT "A"

DEDICATORY INSTRUMENTS

A-1. First Amendment to the Bylaws of Wheeler Ridge Homeowners Association, Inc.

A-2. Email Registration Policy

Wheeler Ridge

Homeowners' Association, Inc.

EMAIL REGISTRATION POLICY

WHEREAS, pursuant to Section 209.0051(e) of the Texas Property Code, the Board of Directors of Wheeler Ridge Homeowners' Association, Inc., (the "Association") is permitted to send notice of Board meetings to the members via e-mail to each owner who has registered an e-mail address with the Association; and

WHEREAS, pursuant to Section 209.0051(f) of the Texas Property Code, it is an owner's duty to keep an updated e-mail address registered with the Association.

NOW, THEREFORE, IT IS RESOLVED, the following procedures and practices are established for the registration of e-mail addresses with the Association, and the same are to be known as the "Email Registration Policy" of the Association.

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

2. Registration. Each owner is responsible to register his or her e-mail address with the Association if he/she desires to receive email notifications of meetings, and it is the owner's responsibility to keep his or her registered e-mail address up-to-date and accurate. In order to register his/her email address, the owner must access the website for the Association's management company, RTI/Community Management Associates, Inc., which is located at www.cmamanagement.com, and properly fill out the registration form on that website. Please allow seven (7) business days from submission of an e-mail address for the Association to update its records. *Correspondence to the Association and/or its property manager from an email address or by any method other than the above-designated website is not sufficient to register such email address with the Association.*

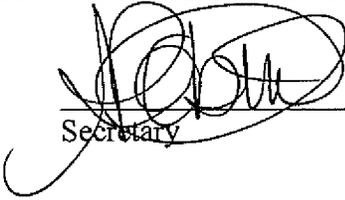
3. Failure to Register. In the event an owner fails to register and/or maintain an accurate e-mail address with the Association, the owner may not receive e-mail notification of regular and special Board meetings. The Association has no obligation to actively seek out a current e-mail address for each owner. In addition, the Association has no obligation to investigate or obtain an updated e-mail address for owners whose current registered e-mail address is returning an e-mail delivery failure message/ undeliverable message.

4. Definitions. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Email Registration Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 4-14-14, and has not been modified, rescinded or revoked.

DATE: 4/14/14



Secretary

**Wheeler Ridge Homeowners' Association, Inc.,
A Texas non-profit corporation**

By: [Signature]

Its: SECRETARY

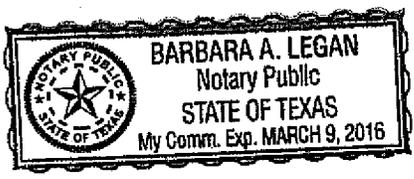
ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared NAJAH ROBINSON, SECRETARY of WHEELER RIDGE HOA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

- SUBSCRIBED AND SWORN TO BEFORE ME on this 14th day of April, 2014.

[Signature]
Notary Public, State of Texas



My Commission Expires: 3/9/2016

AFTER RECORDING RETURN TO:

Daniel E. Pellar
2591 Dallas Parkway Ste. 300
Frisco, TX 75034

**FIFTH SUPPLEMENT TO NOTICE OF FILING OF
DEDICATORY INSTRUMENTS FOR WHEELER RIDGE**

STATE OF TEXAS

COUNTY OF

DENTON

§
§
§
§
§

KNOW ALL MEN BY THESE PRESENTS:

This **FIFTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR WHEELER RIDGE** (hereinafter "Fifth Supplement to Notice") is made this 2nd day of July, 2018, by the Wheeler Ridge Homeowners' Association, Inc. (hereinafter "Association").

WITNESSETH

WHEREAS, Fox & Jacobs Homes, an assumed name of Centex Homes, a Nevada general partnership (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge" filed of record October 23, 2003, under Instrument No. 2003-R0175589, of the Real Property Records of Denton County, Texas, as amended and supplemented ("Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on October 14, 2004, the Association filed a Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2004-124942 of the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, on or about June 30, 2009, the Association filed a First Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Instrument No. 79018 of the Real Property Records of Denton, County, Texas (the "First Amendment"); and

WHEREAS, on or about July 01, 2010, the Association filed a Second Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2010-63854 of the Real Property Records of Denton, County, Texas (the "Second Amendment"); and

WHEREAS, on or about December 16, 2011, the Association filed a Third Supplement to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2011-120334 the Real Property Records of Denton, County, Texas (the "Third Supplement"); and

WHEREAS, on or about July 11, 2014, the Association filed a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Wheeler Ridge as Document No. 2014-67573 the Real Property Records of Denton, County, Texas (the "Fourth Supplement"); and

WHEREAS, the Association desires to supplement the Notice to include the dedicatory instruments attached hereto as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instruments attached hereto as Exhibit "A" are true and correct copies of the original and is hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Fifth Supplement to Notice to be executed by its duly authorized agent as of the date first above written.

WHEELER RIDGE HOMEOWNERS ASSOCIATION, INC.
a Texas non-profit corporation

By: *Ray Whodery*
Name: *Ray Whodery* *Ray Whodery*
Title: *President*

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS *2nd* DAY OF *July*, 2018.

Barbara A. Legan
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:
Daniel E. Pellar
The Pellar Law Firm, PLLC
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

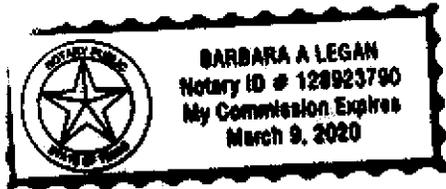


EXHIBIT "A"

DEDICATORY INSTRUMENTS

1 WHEELER RIDGE POOL RULES

2 WHEELER RIDGE PLAYGROUND AND PARK RULES

Wheeler Ridge Pool Rules

No Lifeguard on Duty – Swim at your own risk.

In Case of Emergency – Call 911 - emergency phone located outside the gate on brick wall.

- No Smoking or Vaping
- No Alcohol – the Pool Monitor reserves the right to inspect coolers, bags, etc.
- No Parties
- No Glass Containers
- No Pets/Animals
- No Flotation Devices
- No Diving, Running or Rough Housing
- No Foul or Abusive Language
- No Radios, TVs, Tape-Recording/Playing devices or similar devices
- No Bicycles, Roller Blades, Skates, Skateboards or Scooters
- No Spitting, Spouting Water from the mouth or blowing nose in the Pool
- No hanging on the ladders
- Strollers and wagons are permitted, as long as they are kept a safe distance from the Pool
- All children under age of 18 must be accompanied and supervised at all times by an adult or legal guardian 18 or older
- Do not open the Pool gate to let in unsupervised children or guests
- All bobby pins, hair pins and other such items that can clog the filtering system are to be removed before entering the Pool
- The gate is to remain closed and locked at all times, and is not to be propped open or otherwise left unsecured
- Non-potty trained children must wear a swim diaper with plastic watertight pants – regular disposable or cloth diapers are not permitted
- Swimsuits Only – no cutoffs, shorts or street clothes in the Pool
- Everyone is required to take a shower before entering the Pool
- Discard trash in the receptacles provided
- The Pool furniture is not to be removed from the Pool area or placed in the Pool at any time
- Food and beverages must be kept at least five feet away from the Pool
- Users of Amenity Center/Pool Area are responsible for removing all articles they bring to the Pool – including food, trash, books, magazines, drinks, etc. – at the time they leave the area
- Only Wheeler Ridge Homeowners who have completed membership application, signed pool use/Pool rule waiver and are current with all required dues/fees are invited to use the pool area
- Tenants/Residents must get Pool pass from Homeowner
- Pool is restricted to Residents and their Guests (4 Guests per Household Maximum)
- Homeowners/Residents/Tenants are responsible for the supervision and conduct of their guests
- Admission to the Pool Area may be denied for any of the following reasons:
 - When an Individual is apparently unable to care for him/herself
 - Any unaccompanied minor under the age of 18
 - Any person not having a key card AND picture ID
 - Intoxication
 - Evidence of contagious disease
 - Open sores, wounds, skin disease, sore or inflamed eyes, nasal or ear discharges or any communicable disease
 - Excessively brief or revealing swim suits
 - Any condition or evidence, which, in the opinion of the Pool Monitor, will jeopardize the health and safety of the general public
- Everyone is required to sign in with the Pool Monitor
- Wheeler Ridge HOA is not responsible for articles lost, damaged or stolen.
- Wheeler Ridge HOA is not responsible for any personal injury to anyone resulting from use of the Pool.

Pool Hours are 7:00am to 9:00pm - all those found in the Amenity Center/Pool Area during closed hours will be cited for Trespassing by the City of Denton Police Department.

Violations of Pool rules may result in discontinued Pool privileges.

Pool Monitor may eject persons from the Pool area for cause.

In serious cases of misconduct, the City of Denton Police Department will be contacted.

Park Hours are 7:00am to 9:00pm

Park/Playground Rules:

- This is not a public Park – It is reserved for Wheeler Ridge Homeowners/Residents/Tenants only
- Playground equipment is intended for children up to 12 years old
- Children must be accompanied by an adult
- Use of Playground equipment is at your own risk
- Parents, please inspect Playground equipment before your child plays - check for such things as hot surfaces, broken equipment, vandalism, etc.
- Do not use Playground equipment when wet or icy
- Do not use Playground equipment improperly
- No skateboards, scooters or roller skates allowed on Playground equipment
- Proper footwear required for Playground equipment - no bare feet
- No littering
- No disorderly conduct, rough playing, shoving or fighting
- No glass containers
- No loud music
- No alcohol beverages, illegal drugs, smoking or vaping
- No soliciting
- Dogs must be leashed, under owner control at all times and are not permitted on Playground equipment

Anyone damaging Playground equipment or violating Park rules will be prosecuted

For questions, concerns, comments regarding this Park, please contact CMA Management at 972-943-2828

In case of emergency, call 911

**OTHER
PERTINENT
INFORMATION**

**ANNEXATION AND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WHEELER RIDGE**

This Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge (the "**Annexation**"), is made on the date hereinafter set forth by Centex Homes, a Nevada general partnership (the "**Declarant**").

RECITALS

A. Declarant executed that certain instrument entitled Declaration of Covenants, Conditions, and Restrictions, recorded in Volume 5545, Page 1976 of the Real Property Records of Denton County, Texas (the "**Declaration**").

B. Pursuant to Section 10.1 of the Declaration, Declarant has the right to annex certain additional real property into Wheeler Ridge Homeowners' Association (the "**Association**") and subject such property to the terms of the Declaration (such additional real property being defined in the Declaration as the Annexable Property).

C. Declarant now desires to annex the real property described in Exhibit "1" attached hereto (the "**Annexed Property**") into the Association and to subject the Annexed Property to the terms and conditions of the Declaration.

D. Declarant is the owner of the Annexed Property.

E. The Annexed Property is a portion of the Annexable Property which is permitted to be annexed into the Declaration.

ANNEXATION AND AMENDMENT

1. **Annexation**. The Declarant hereby annexes the Annexed Property into the Association and subjects the Annexed Property to the Declaration, including, without limitation, all of the rights, privileges, duties, and liabilities of the Declaration. This Annexation shall be effective upon the recordation of this Annexation in the office of the County Clerk of Denton County, Texas.

2. **Common Area**. The definition of Common Area contained in Section 1.11 of the Declaration is hereby amended to include within such definition the real property described on Exhibit "2" attached hereto.

3. **Association Maintenance Fencing**. The definition of Association Fencing contained in Section 1.5 of the Declaration is hereby amended to include within such definition the real property as depicted on Exhibit "3" attached hereto.

4. **No Representations or Warranties Regarding Open Space**. Declarant has informed the Association that the Common Area or portions thereof as depicted and/or described on Exhibit "4" attached hereto (the "**Open Space Area**") is intended primarily as an

unimproved open space to be maintained in a natural or semi-natural condition and not as a recreational feature or an amenity with certain specific aesthetic qualities. Declarant makes no representations or warranties regarding the Open Space Area and Declarant hereby disclaims any and all representations and warranties regarding the Open Space Area, including, without limitation, any implied warranties, including any warranty for fitness for a particular purpose and any warranty of good and workmanlike construction. THE ASSOCIATION HEREBY AGREES TO ACCEPT THE OPEN SPACE AREA IN ITS "AS-IS" CONDITION.

5. **EMF Disclosure.** The property is located within 350 feet of an easement owned by a utility company, which gives the company right to install and operate high voltage electric transmission lines, transformers, and related facilities and equipment. Power lines, transformers, and related facilities and equipment give off electric and magnetic fields ("EMF") and may also give off audible sounds as by-products of the use of electricity. On the date of this declaration, the effects of exposure to EMF are being studied by the National Institute of Environmental Health Sciences, which maintains a public information website describing the potential risks associated with EMF and to draw their conclusions. By acquiring an ownership or occupancy interest in the Property, each Owner and Resident accepts the impact and potential risk that EMF may present, and acknowledges that the Declarant, the Association, and their respective directors, officers, committees, agents, and employees have no control over the EMF produced by the transmission lines.

6. **Defined Terms.** Unless otherwise indicated herein, all initial-capped terms used herein shall have the same meanings as ascribed to them in the Declaration.

7. **Full Force and Effect.** Except as specifically amended herein, the Declaration shall remain and continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Annexation as of the date written below.

DECLARANT:

CENTEX HOMES,
a Nevada general partnership

By: Centex Real Estate Corporation,
a Nevada corporation
Its: managing general partner

Date: October 12, 2004

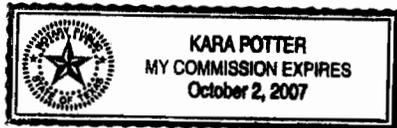
By:

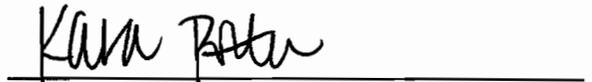

Lee Thompson
Division President
Centex Homes - Dallas / Fort Worth Metro

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 12th day of October, 2004, by Lee Thompson (personally known to me), Division President - Centex Homes - Dallas/Fort Worth Metro of Centex Real Estate Corporation, a Nevada corporation, on behalf of the corporation in its capacity as managing general partner of Centex Homes, a Nevada general partnership.




Notary Public, State of Texas
Notary's Printed Name: Kara Potter
My Commission Expires: October 2, 2007

AFTER RECORDING RETURN TO:

Centex Homes
2800 Surveyor Blvd., Bldg. #1
Carrollton, Texas 75006-5143
Attention: Carrie Putnam

EXHIBIT "1"

Annexed Property

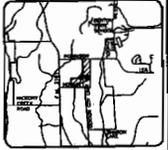
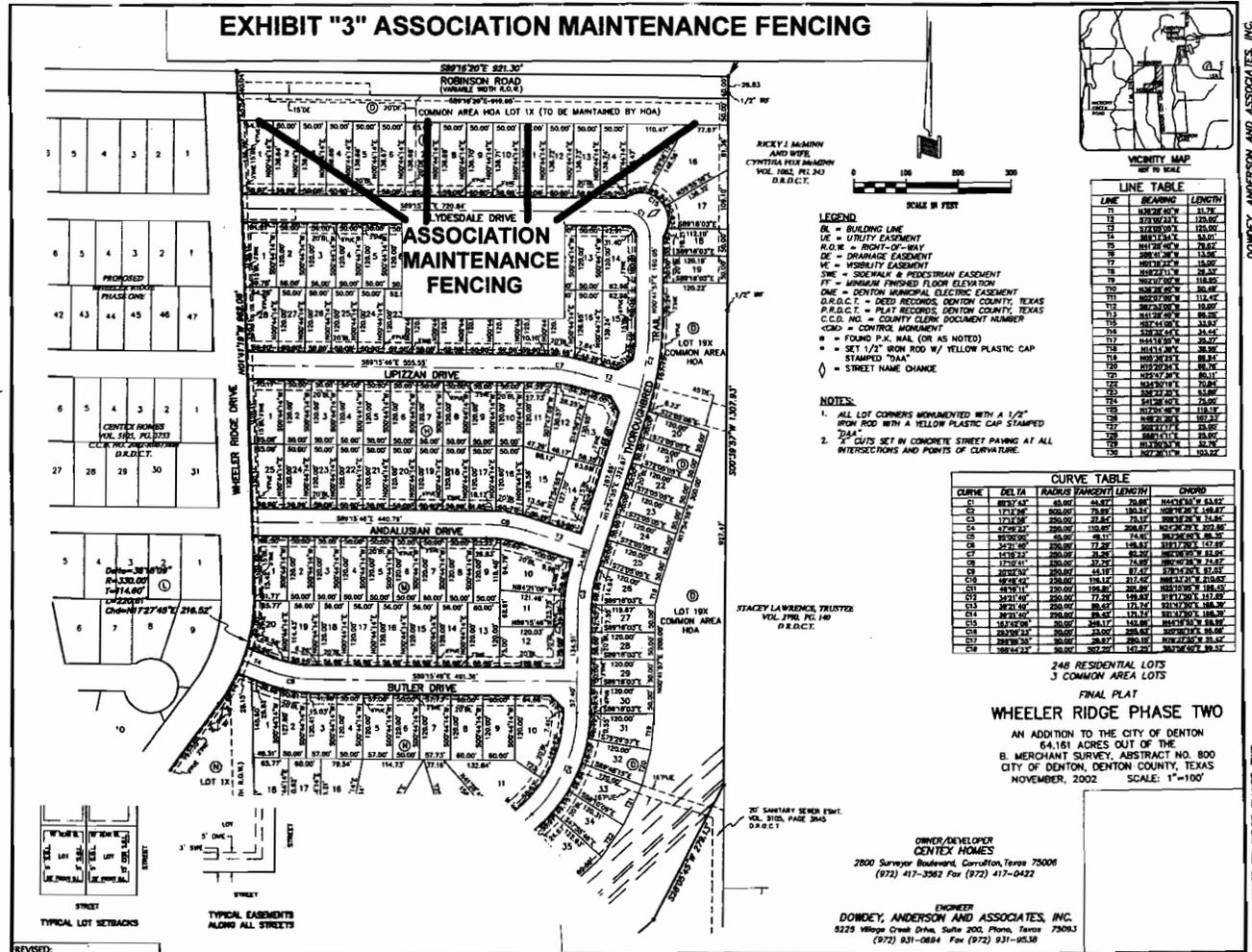
Lots 1-50, 1X & 19X, Block D; Lots 1-28, Block F; Lots 1-25, Block H; Lots 1-20, Block M; Lots 1-23 & 1X, Block N; Lots 1-37 & 15X Block O; Lots 1-30, Block P; Lots 1-35, Block Q of Wheeler Ridge Phase Two, an addition to the City of Denton, Denton County, Texas, according to the map or plat thereof, recorded in Cabinet V, Pages 208-210, Plat Records, Denton County, Texas.

EXHIBIT "2"

Common Area

Lot 1X & 19X, Block D; Lot 1X, Block N, Lot 15X, Block O, of Wheeler Ridge Phase Two, an addition to the City of Denton, Denton County, Texas, according to the map or plat thereof, recorded in Cabinet V, Pages 208-210, Plat Records, Denton County, Texas.

EXHIBIT "3" ASSOCIATION MAINTENANCE FENCING



LINE TABLE

LINE	BEARING	LENGTH
1	S89°15'42"E	51.72
2	S78°30'33"E	125.00
3	S72°00'00"E	155.00
4	N61°15'42"E	50.00
5	N67°30'00"E	20.00
6	S89°15'42"E	13.50
7	N52°15'21"E	15.00
8	N52°15'21"E	20.00
9	S89°15'42"E	118.82
10	S89°15'42"E	86.84
11	S89°15'42"E	111.42
12	N67°30'00"E	10.00
13	N67°30'00"E	10.00
14	N67°30'00"E	33.67
15	N67°30'00"E	24.64
16	N67°30'00"E	28.27
17	N67°30'00"E	28.27
18	N67°30'00"E	28.27
19	N67°30'00"E	88.84
20	N67°30'00"E	88.84
21	N67°30'00"E	88.84
22	N67°30'00"E	20.82
23	N67°30'00"E	53.69
24	N67°30'00"E	75.00
25	N67°30'00"E	118.17
26	N67°30'00"E	107.13
27	N67°30'00"E	25.00
28	N67°30'00"E	30.75
29	N67°30'00"E	30.75
30	N67°30'00"E	30.75
31	N67°30'00"E	30.75

- LEGEND**
- BL = BUILDING LINE
 - UE = UTILITY EASEMENT
 - R.O.W. = RIGHT-OF-WAY
 - DE = DRAINAGE EASEMENT
 - VE = VISIBILITY EASEMENT
 - SME = SIDEWALK & PEDESTRIAN EASEMENT
 - FE = FINISHED FLOOR ELEVATION
 - DME = DENTON MUNICIPAL ELECTRIC EASEMENT
 - D.R.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
 - P.R.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
 - C.D. NO. = COUNTY DEED DOCUMENT NUMBER
 - COM = COMMON MONUMENT
 - = FOUND P.K. NAIL (OR AS NOTED)
 - = SET 1/2" ROW ROD W/ YELLOW PLASTIC CAP STAMPED "DAA"
 - ◇ = STREET NAME CHANGE
- NOTES:**
- ALL LOT CORNERS MONUMENTED WITH A 1/2" ROW ROD WITH A YELLOW PLASTIC CAP STAMPED "DAA"
 - 1/2" CUTS SET IN CONCRETE STREET PAVING AT ALL INTERSECTIONS AND POINTS OF CURVATURE.

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT LENGTH	CHORD
C1	89°15'42"	81.00	48.87	78.95
C2	171°30"	500.00	75.00	150.00
C3	171°30"	250.00	37.50	75.00
C4	47°34'	250.00	104.63	167.47
C5	89°30'00"	50.00	49.11	74.61
C6	247°45'	250.00	77.94	149.83
C7	147°34'	250.00	104.63	167.47
C8	171°30"	500.00	75.00	150.00
C9	89°30'00"	250.00	44.17	87.47
C10	89°30'00"	250.00	44.17	87.47
C11	89°30'00"	250.00	44.17	87.47
C12	247°45'	250.00	77.94	149.83
C13	89°30'00"	250.00	44.17	87.47
C14	89°30'00"	250.00	44.17	87.47
C15	89°30'00"	250.00	44.17	87.47
C16	89°30'00"	250.00	44.17	87.47
C17	89°30'00"	250.00	44.17	87.47
C18	89°30'00"	250.00	44.17	87.47
C19	89°30'00"	250.00	44.17	87.47
C20	89°30'00"	250.00	44.17	87.47

248 RESIDENTIAL LOTS
3 COMMON AREA LOTS

FINAL PLAT

WHEELER RIDGE PHASE TWO

AN ADDITION TO THE CITY OF DENTON
64.161 ACRES OUT OF THE
B. MERCHANT SURVEY, ABSTRACT NO. 800
CITY OF DENTON, DENTON COUNTY, TEXAS
NOVEMBER, 2002 SCALE: 1"=100'

OWNER/DEVELOPER
CENTEX HOMES
2800 Surveyor Boulevard, Carrollton, Texas 75006
(972) 417-3562 Fax (972) 417-0422

ENGINEER
DOWNEY, ANDERSON AND ASSOCIATES, INC.
5225 Wilson Creek Drive, Suite 200, Plano, Texas 75093
(972) 831-0854 Fax (972) 931-9538

L:\Projects\12000000\12000000.dwg, Sheet 1, 11/06/2002 11:04:07 AM, Appointed, County, Anderson & Associates, Inc. SVP
 REVISIONS:

DOWNEY, ANDERSON AND ASSOCIATES, INC.
 WHEELER RIDGE PHASE TWO

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



70 2004 001 35207

Instrument Number: 2004-135207

Recorded On: October 14, 2004

As
Restrictions

Parties: WHEELER RIDGE

To

Billable Pages: 9

Number of Pages: 9

Comment:

**** Examined and Charged as Follows: ****

Restrictions	30.00
Total Recording:	30.00

***** 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: 2004-135207

Receipt Number: 144854

Recorded Date/Time: October 14, 2004 12:58P

User / Station: J Morris - Cash Station 1

Record and Return To:

CENTEX HOMES

2800 SURVEYOR BLVD

CARROLLTON TX 75006



THE STATE OF TEXAS }
COUNTY OF DENTON }

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

C Mitchell

County Clerk
Denton County, Texas

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



70 2006 00015739

Instrument Number: 2006-15739

Recorded On: February 09, 2006

As
Amendment

Parties: CENTEX HOMES

To

Billable Pages: 11

Number of Pages: 11

Comment:

**** Examined and Charged as Follows: ****

Amendment	56.00
Total Recording:	56.00

***** 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: 2006-15739
Receipt Number: 263746
Recorded Date/Time: February 09, 2006 03:50P

Record and Return To:

CENTEX HOMES
1603 LBJ FREEWAY STE 700
DALLAS TX 75234

User / Station: J Smith - Cash Station 3



THE STATE OF TEXAS }
COUNTY OF DENTON }

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

C. Mitchell

County Clerk
Denton County, Texas

**SECOND ANNEXATION AND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WHEELER RIDGE**

This Second Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge (the "**Annexation**"), is made on the date hereinafter set forth by Centex Homes, a Nevada general partnership (the "**Declarant**").

RECITALS

A. Declarant executed that certain instrument entitled Declaration of Covenants, Conditions, and Restrictions, recorded in Volume 5545, Page 1976 of the Real Property Records of Denton County, Texas (the "**Original Declaration**").

B. Declarant executed that certain Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge dated October 14, 2004, recorded as Document Number 2004-135207 in the Real Property Records of Denton County, Texas (the "**First Annexation and Amendment**") (the Original Declaration, as amended by the First Annexation and Amendment, is hereinafter referred to as the "**Declaration**").

C. Pursuant to Section 10.1 of the Declaration, Declarant has the right to annex certain additional real property into Wheeler Ridge Homeowners' Association (the "**Association**") and subject such property to the terms of the Declaration (such additional real property being defined in the Declaration as the Annexable Property).

D. Declarant now desires to annex the real property described in Exhibit "1" attached hereto (the "**Annexed Property**") into the Association and to subject the Annexed Property to the terms and conditions of the Declaration.

E. Declarant is the owner of the Annexed Property.

F. The Annexed Property is a portion of the Annexable Property, which is permitted to be annexed into the Declaration.

G. Declarant desires to amend the Declaration as provided herein.

ANNEXATION AND AMENDMENT

1. **Annexation.** The Declarant hereby annexes the Annexed Property into the Association and subjects the Annexed Property to the Declaration, including, without limitation, all of the rights, privileges, duties, and liabilities of the Declaration. This Annexation shall be effective upon the recordation of this Annexation in the office of the County Clerk of Denton County, Texas.

2. **Common Area.** The definition of Common Area contained in Section 1.11 of the Declaration is hereby amended to include within such definition the real property described on Exhibit "2" attached hereto.

3. **Association Maintenance Fencing.** The definition of Association Fencing contained in Section 1.5 of the Declaration is hereby amended to include within such definition that certain fencing installed by Declarant on the real property depicted on Exhibit "3" attached hereto.

4. **Entry Signs.** The term "**Entry Signs**" shall mean the entry feature signs for the subdivision that are placed by the Declarant or its agents on the Common Area as described and/or depicted on Exhibit "4" attached hereto.

5. **No Representations or Warranties Regarding Open Space.** Declarant has informed the Association that the Common Area or portions thereof as depicted and/or described on Exhibit "5" attached hereto (the "**Open Space Area**") is intended primarily as an unimproved open space to be maintained in a natural or semi-natural condition and not as a recreational feature or an amenity with certain specific aesthetic qualities. Declarant makes no representations or warranties regarding the Open Space Area and Declarant hereby disclaims any and all representations and warranties regarding the Open Space Area, including, without limitation, any implied warranties, including any warranty for fitness for a particular purpose and any warranty of good and workmanlike construction. THE ASSOCIATION HEREBY AGREES TO ACCEPT THE OPEN SPACE AREA IN ITS "AS-IS" CONDITION.

6. **No Representations or Warranties Regarding Lake and Drainage Areas.** Declarant has informed the Association that the lakes and drainage areas located on or to be constructed upon the Common Area (the "**Water/Drainage Improvements**") are intended primarily for drainage purposes and are not intended as a recreational feature or an amenity with certain specific aesthetic qualities. Declarant makes no representations or warranties regarding the Water/Drainage Improvements and Declarant hereby disclaims any and all representations and warranties regarding the Water/Drainage Improvements, including, without limitation, any implied warranties, including any warranty for fitness for a particular purpose and any warranty of good and workmanlike construction. THE ASSOCIATION HEREBY AGREES TO ACCEPT THE WATER/DRAINAG IMPROVEMENTS IN THEIR "AS-IS" CONDITION.

7. **EMF Disclosure.** A portion of the Property is located within 350 feet of an easement owned by a utility company, which gives the company right to install and operate high voltage electric transmission lines, transformers, and related facilities and equipment. Power lines, transformers, and related facilities and equipment give off electric and magnetic fields ("EMF") and may also give off audible sounds as by-products of the use of electricity. On the date of the Declaration, the effects of exposure to EMF are being studied by the National Institute of Environmental Health Sciences, which maintains a public information website describing the potential risks associated with EMF and to draw their conclusions. By acquiring an ownership or occupancy interest in the Property, each Owner and resident accepts the impact and potential risk that EMF may present, and acknowledges that the Declarant, the Association, and their respective directors, officers, committees, agents, and employees have no control over the EMF produced by the transmission lines.

8. **City Owned Property.** Lot 1X, Block D and Lot 1X, Block Z, as shown on the amending plat of Wheeler Ridge Phase Three, recorded in Cabinet W, Page 538, of the Plat Records of Denton County, Texas (collectively, the "**City Property**"), are intended to be conveyed or may already be owned by the City. The City Property is not intended to be landscaped, is contemplated that it will be left in its natural condition, and is not currently contemplated to be maintained by the Association, but the Association may later determine to do so. Declarant hereby disclaims any and all representations and warranties regarding the City Property, including, without

limitation, any implied warranties, including any warranty for fitness for a particular purpose and any warranty of good and workmanlike construction.

9. **Full Force and Effect.** Except as specifically amended herein, the Declaration shall remain and continue in full force and effect.

10. **Defined Terms.** Unless otherwise indicated herein, all initial-capped terms used herein shall have the same meanings as ascribed to them in the Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Annexation as of the date written below.

DECLARANT:

CENTEX HOMES,
a Nevada general partnership

By: Centex Real Estate Corporation,
a Nevada corporation
Its: managing general partner

Date: 2/3/06, 2006

By: [Signature]
Steven H. Magee
Its: Senior Vice President of Real Estate
Centex Homes - Dallas/Fort Worth Metro
Division

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 3rd day of February, 2006, by Steven H. Magee (personally known to me), Senior Vice President of Real Estate, Centex Homes - Dallas/Fort Worth Metro Division of Centex Real Estate Corporation, a Nevada corporation, on behalf of the corporation in its capacity as managing general partner of Centex Homes, a Nevada general partnership.



[Signature]
Notary Public, State of Texas
Notary's Printed Name: MICHELLE PRICE HEINEMAN
My Commission Expires: 4/28/09

AFTER RECORDING RETURN TO:
Centex Homes
1603 LBJ Freeway, Suite 700
Dallas, TX 75234
Attention: Linda Signer

EXHIBIT "1"

Annexed Property

Lots 1X, 2X and 1 through 24, Block A; Lots 1X and 1 through 18, Block B; Lots 2X, 3X, 23 through 26 and 38 through 55, Block C; Lots 86 through 105, Block D; Lots 1X, 1, 2 and 4 through 44, Block Q; Lots 1 through 15, Block R; Lots 1X and 1 through 55, Block V; and Lots 1 through 24, Block U of Wheeler Ridge Phase Three, an addition to the City of Denton, Denton County, Texas, according to the map or plat thereof, recorded in Cabinet W, Page 538, Plat Records, Denton County, Texas.

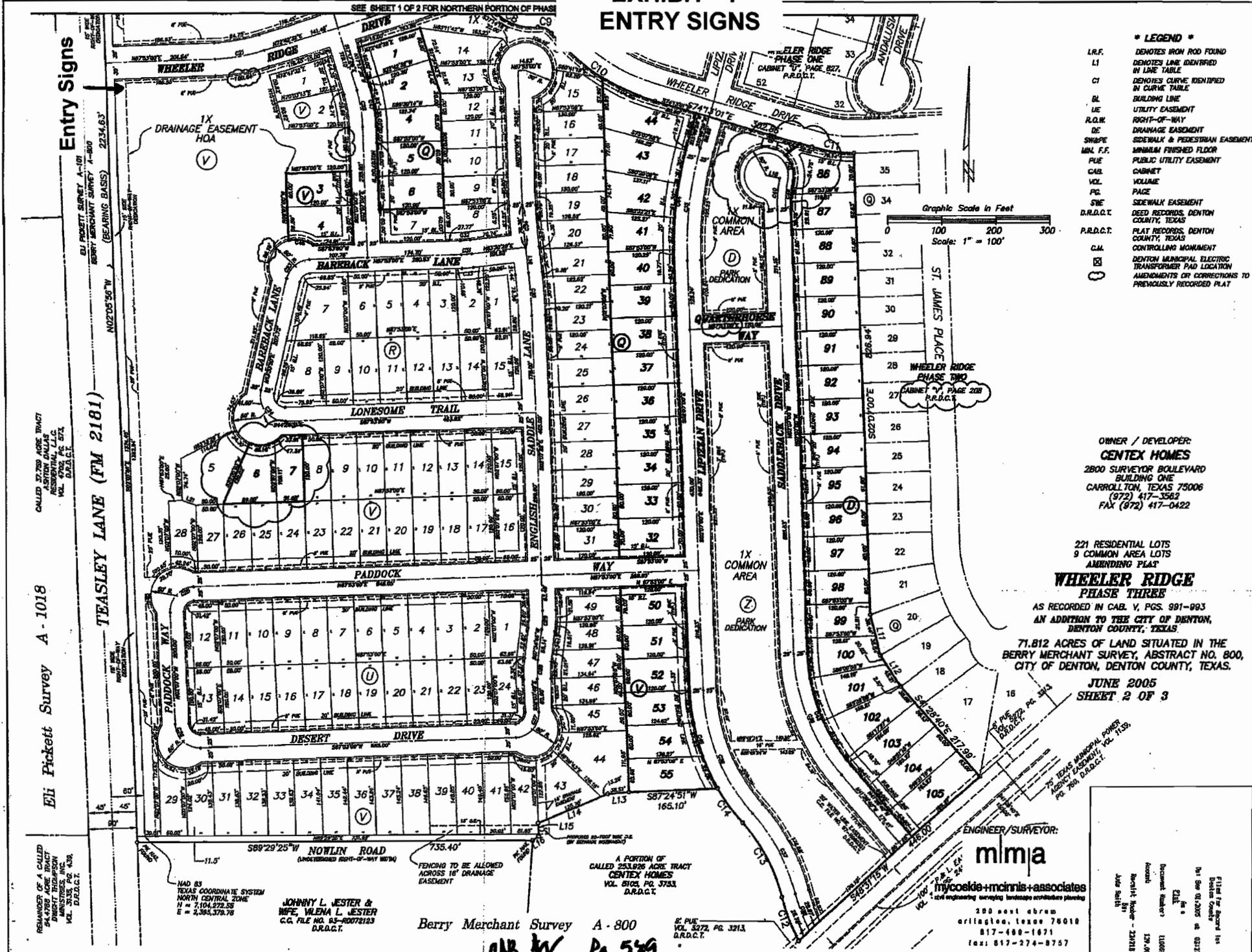
EXHIBIT "2"

Common Area

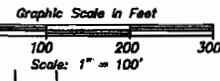
Lots 1X and 2X, Block A; Lot 1X, Block B; Lots 2X and 3X, Block C; Lot 1X, Block Q; and Lot 1X, Block V of Wheeler Ridge Phase Three, an addition to the City of Denton, Denton County, Texas, according to the map or plat thereof, recorded in Cabinet W, Page 538, Plat Records, Denton County, Texas.

EXHIBIT "4" ENTRY SIGNS

SEE SHEET 1 OF 2 FOR NORTHERN PORTION OF PHASE



- * LEGEND ***
- I.R.F. DENOTES IRON ROD FOUND
 - L1 DENOTES LINE IDENTIFIED IN LINE TABLE
 - CI DENOTES CURVE IDENTIFIED IN CURVE TABLE
 - BL BUILDING LINE
 - UE UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - DE DRAINAGE EASEMENT
 - SWPE SIDEWALK & PEDESTRIAN EASEMENT
 - M.N. F.F. MINIMUM FINISHED FLOOR
 - PUE PUBLIC UTILITY EASEMENT
 - CAB CABINET
 - VOL VOLUME
 - PG PAGE
 - SWE SIDEWALK EASEMENT
 - D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
 - P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
 - C.M. CONTROLLING MONUMENT
 - DEM DENTON MUNICIPAL ELECTRIC TRANSFORMER PAD LOCATION
 - AMENDMENTS OR CORRECTIONS TO PREVIOUSLY RECORDED PLAT



OWNER / DEVELOPER:
CENTEX HOMES
2800 SURVEYOR BOULEVARD
BUILDING ONE
CARROLLTON, TEXAS 75006
(972) 417-3562
FAX (972) 417-0422

221 RESIDENTIAL LOTS
9 COMMON AREA LOTS
AMENDING PLAT
**WHEELER RIDGE
PHASE THREE**
AS RECORDED IN CAB. V, PGS. 991-993
AN ADDITION TO THE CITY OF DENTON,
DENTON COUNTY, TEXAS.
71.812 ACRES OF LAND SITUATED IN THE
BERRY MERCHANT SURVEY, ABSTRACT NO. 800,
CITY OF DENTON, DENTON COUNTY, TEXAS.

JUNE 2005
SHEET 2 OF 3

ENGINEER/SURVEYOR:
mima
mycooske+mcinnis+associates
200 east abram
arlington, texas 76010
817-480-1671
texas 817-274-8757

FILED FOR RECORD IN
DENTON COUNTY, TEXAS
DATE: 6/23/05
RECORDED: 6/23/05
BY: J. L. GIBSON
BOOK: 120000
PAGE: 120

CALLLED 57,780 ACRE TRACT
ASTON DALLAS
ASSISTING L.L.C.
VOL. 51332 PG. 438
D.R.D.C.T.

Eli Pickett Survey A - 1018

REMAINDER OF A CALLED
54,4785 ACRE TRACT
DUNSTON RICHMOND
ASSISTING L.L.C.
VOL. 51332 PG. 438
D.R.D.C.T.

TEASLEY LANE (FM 2181)

HAD BY
TEXAS COORDINATE SYSTEM
NORTH CENTRAL ZONE
N = 7,104,272.58
E = 2,394,379.78

JOHNNY L. JESTER &
MARC W. VENA L. JESTER
C.C. FILE NO. 05-00778123
D.R.D.C.T.

Berry Merchant Survey A - 800

A PORTION OF
CALLED 253,826 ACRE TRACT
CENTEX HOMES
VOL. 8105 PG. 3793
D.R.D.C.T.

2" PUE
VOL. 5072 PG. 3213
D.R.D.C.T.

CAB IV Pg 539

EXHIBIT "5"

Open Space Area

Lots 1X and 2X, Block A; Lot 1X, Block B; Lots 2X and 3X, Block C; Lot 1X, Block Q; and Lot 1X, Block V of Wheeler Ridge Phase Three, an addition to the City of Denton, Denton County, Texas, according to the map or plat thereof, recorded in Cabinet W, Page 538, Plat Records, Denton County, Texas.

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2007-24121
Recorded As : ERX-RESTRICTIONS

Recorded On: February 28, 2007
Recorded At: 02:51:35 pm
Number of Pages: 8

Recording Fee: \$44.00

Parties:

Direct- CENTEX HOMES
Indirect-

Receipt Number: 364315
Processed By: Jane Morris

***** 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.



THE STATE OF TEXAS)
COUNTY OF DENTON]

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

C Mitchell

County Clerk
Denton County, Texas

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2007-19498
Recorded As : ERX-RESTRICTIONS

Recorded On: February 16, 2007
Recorded At: 04:10:34 pm
Number of Pages: 7

Recording Fee: \$40.00

Parties:

Direct- CENTEX HOMES
Indirect-

Receipt Number: 361393
Processed By: Patsy Sallee

***** 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.



THE STATE OF TEXAS)
COUNTY OF DENTON)

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

C Mitchell

County Clerk
Denton County, Texas

**THIRD ANNEXATION AND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WHEELER RIDGE**

This Third Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge (the "**Annexation**"), is made on the date hereinafter set forth by Centex Homes, a Nevada general partnership (the "**Declarant**").

RECITALS

A. Declarant executed that certain instrument entitled Declaration of Covenants, Conditions, and Restrictions, recorded in Volume 5545, Page 1976 of the Real Property Records of Denton County, Texas (the "**Original Declaration**").

B. Declarant executed that certain Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge dated October 14, 2004, recorded as Document Number 2004-135207 in the Real Property Records of Denton County, Texas (the "**First Annexation and Amendment**") (the Original Declaration, as amended by the First Annexation and Amendment, is hereinafter referred to as the "**Declaration**").

C. Declarant executed that certain Second Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge dated February 3, 2006, recorded as Document Number 2006-15739 in the Real Property Records of Denton County, Texas (the "**Second Annexation and Amendment**") (the Original Declaration, as amended by the Second Annexation and Amendment, is hereinafter referred to as the "**Declaration**").

D. Pursuant to Section 10.1 of the Declaration, Declarant has the right to annex certain additional real property into Wheeler Ridge Homeowners' Association (the "**Association**") and subject such property to the terms of the Declaration (such additional real property being defined in the Declaration as the Annexable Property).

E. Declarant now desires to annex the real property described in Exhibit "1" attached hereto (the "**Annexed Property**") into the Association and to subject the Annexed Property to the terms and conditions of the Declaration.

F. Declarant is the owner of the Annexed Property.

G. The Annexed Property is a portion of the Annexable Property, which is permitted to be annexed into the Declaration.

H. Declarant desires to amend the Declaration as provided herein.

ANNEXATION AND AMENDMENT

1. **Annexation.** The Declarant hereby annexes the Annexed Property into the Association and subjects the Annexed Property to the Declaration, including, without limitation, all of the rights, privileges, duties, and liabilities of the Declaration. This Annexation shall be effective upon the recordation of this Annexation in the office of the County Clerk of Denton County, Texas.

2. **Common Area.** The definition of Common Area contained in Section 1.11 of the Declaration is hereby amended to include within such definition the real property described on Exhibit "2" attached hereto.

3. **Common Maintenance Areas.** The definition of Common Maintenance Areas contained in Section 1.13 of the Declaration is hereby amended to included within such definition the real property described on Exhibit "3" attached hereto.

4. **No Representations or Warranties Regarding Open Space.** Declarant has informed the Association that the Common Area or portions thereof as depicted and/or described on Exhibit "2" attached hereto (the "**Open Space Area**") is intended primarily as an unimproved open space to be maintained in a natural or semi-natural condition and not as a recreational feature or an amenity with certain specific aesthetic qualities. Declarant makes no representations or warranties regarding the Open Space Area and Declarant hereby disclaims any and all representations and warranties regarding the Open Space Area, including, without limitation, any implied warranties, including any warranty for fitness for a particular purpose and any warranty of good and workmanlike construction. THE ASSOCIATION HEREBY AGREES TO ACCEPT THE OPEN SPACE AREA IN ITS "AS-IS" CONDITION.

5. **EMF Disclosure.** A portion of the Property is located within 350 feet of an easement owned by a utility company, which gives the company right to install and operate high voltage electric transmission lines, transformers, and related facilities and equipment. Power lines, transformers, and related facilities and equipment give off electric and magnetic fields ("EMF") and may also give off audible sounds as by-products of the use of electricity. On the date of the Declaration, the effects of exposure to EMF are being studied by the National Institute of Environmental Health Sciences, which maintains a public information website describing the potential risks associated with EMF and to draw their conclusions. By acquiring an ownership or occupancy interest in the Property, each Owner and resident accepts the impact and potential risk that EMF may present, and acknowledges that the Declarant, the Association, and their respective directors, officers, committees, agents, and employees have no control over the EMF produced by the transmission lines.

6. **City Owned Property.** Lot 1X, Block S and Lot 11X, Block Z, as shown on the amending plat of Wheeler Ridge Phase Four, recorded in Cabinet W, Page 677, of the Plat Records of Denton County, Texas (collectively, the "**City Property**"), are intended to be conveyed or may already be owned by the City. The City Property is not intended to be landscaped, is contemplated that it will be left in its natural condition, and is not currently contemplated to be maintained by the Association, but the Association may later determine to do so. Declarant hereby disclaims any and all representations and warranties regarding the City Property, including, without limitation, any implied warranties, including any warranty for fitness for a particular purpose and any warranty of good and workmanlike construction.

7. **Full Force and Effect.** Except as specifically amended herein, the Declaration shall remain and continue in full force and effect.

8. **Defined Terms.** Unless otherwise indicated herein, all initial-capped terms used herein shall have the same meanings as ascribed to them in the Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Annexation as of the date written below.

DECLARANT:

CENTEX HOMES,
a Nevada general partnership

By: Centex Real Estate Corporation,
a Nevada corporation
its managing general partner

Date: January 29th, 2007

By: M. Bret Hill
M. Bret Hill
Chief Financial Officer
Dallas/Ft. Worth Metro Division

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 29th day of January, 2007, by M. Bret Hill, Chief Financial Officer, Centex Homes – Dallas/Fort Worth Metro Division of Centex Real Estate Corporation, a Nevada corporation, on behalf of the corporation in its capacity as managing general partner of Centex Homes, a Nevada general partnership.

Michelle Price Heineman
Notary Public, State of Texas
Notary's Printed Name: MICHELLE PRICE HEINEMAN
My Commission Expires: 4/25/09



AFTER RECORDING RETURN TO:

Centex Homes
1603 LBJ Freeway, Suite 700
Dallas, TX 75234
Attention: Michelle Heineman

EXHIBIT "1"

Annexed Property

Lot 1X of Block AA; Lot 1X of Block BB; Lots 1-21, 1X of Block S; Lots 1-37, 38X, 39X of Block T; Lots 64-89, 77X of Block V; Lots 1-16, 17A-27A, 28-43, 16X, 44X of Block W; Lots 1-15, 16A, 17-25, 21X of Lot X; Lots 1-12 of Block Y; Lots 1-10, 11X of Block Z; Wheeler Ridge Phase Four, an addition to the City of Denton, Denton County, Texas, according to the plat thereof, recorded in Cabinet W, Page 677, Plat Records of Denton County, Texas, as amended by the Amending Final Plat for Wheeler Ridge Phase Four, recorded in Cabinet W, Page 901, Plat Records, Denton County, Texas.

EXHIBIT "2"

**Common Area
Open Space**

Lot 1X of Block S; Lot 77X of Block V; Lot 16X, 44X of Block W; Lot 21X of Block X; Lot 11X of Block Z; Lot 1X of Block BB, Lot 1X of Block AA; Lots 38X and 39X of Block T; Wheeler Ridge Phase Four, an addition to the City of Denton, Denton County, Texas, according to the map or plat thereof, recorded in Cabinet W, Page 677, Plat Records of Denton County, Texas, as amended by the Amending Final Plat for Wheeler Ridge Phase Four, recorded in Cabinet W, Page 901, Plat Records, Denton County, Texas Plat Records, Denton County, Texas.

EXHIBIT "3"

Common Maintenance Areas

Lot 11X of Block Z and Lot 1X of Block S; Wheeler Ridge Phase Four, an addition to the City of Denton, Denton County, Texas, according to the map or plat thereof, recorded in Cabinet W, Page 677, Plat Records of Denton County, Texas, as amended by the Amending Final Plat for Wheeler Ridge Phase Four, recorded in Cabinet W, Page 901, Plat Records, Denton County, Texas Plat Records, Denton County, Texas.

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2013-95929
Recorded As : ERX-PARTIAL RELEASE

Recorded On: August 02, 2013
Recorded At: 09:43:39 am
Number of Pages: 12

Recording Fee: \$60.00

Parties:

Direct- WHEELER RIDGE HOMEOWNERS AS
Indirect-

Receipt Number: 1073650
Processed By: Felicia Chenevert

***** 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.



THE STATE OF TEXAS)
COUNTY OF DENTON]

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

C Mitchell

County Clerk
Denton County, Texas

**PARTIAL RELEASE OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WHEELER RIDGE**

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

WHEREAS, certain instruments have been executed which set forth covenants, conditions, restrictions, assessments and easements with regard to certain property:

1. Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge ("DCCR"), dated October 23, 2003, executed by Fox & Jacobs Homes, an assumed business name of Centex Homes, a Nevada general partnership, being recorded in/under Vol. 5545, page 1976, of the County Clerk's Official Records, Denton County, Texas.
2. Notice of Filing of Dedicatory Instruments for Wheeler Ridge ("NFDI"), dated September 30, 2004, executed by Wheeler Ridge Homeowners' Association, being recorded in/under Clerk's File No. 2004-134942, of the County Clerk's Official Records, Denton County, Texas.
3. Supplement to Notice of Filing of Dedicatory Instruments for Wheeler Ridge ("SNFDI"), dated October 30, 2006, executed by Wheeler Ridge Homeowners' Association, being recorded in/under Clerk's File No. 2007-19268, of the County Clerk's Official Records, Denton County, Texas.
4. First Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge ("FANFDI"), dated June 22, 2009, executed by Wheeler Ridge Homeowners' Association, being recorded in/under Clerk's File No. 2009-79018, of the County Clerk's Official Records, Denton County, Texas.
5. Second Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge ("SANFDI"), dated June 18, 2010, executed by Wheeler Ridge Homeowners' Association, being recorded in/under Clerk's File No. 2010-63854, of the County Clerk's Official Records, Denton County, Texas.
6. Third Supplement to Notice of Filing of Dedicatory Instruments for Wheeler Ridge ("TSNFDI"), dated October 24, 2011, executed by Wheeler Ridge Homeowners' Association, Inc., being recorded in/under Clerk's File No. 2011-120334, of the County Clerk's Official Records, Denton County, Texas.
7. Plat of Wheeler Ridge Phase Four ("Plat"), adopted by Centex Homes, a Nevada general partnership, being recorded in/under Cabinet W, page 902, of the County Clerk's Official Records, Denton County, Texas.

WHEREAS, the State of Texas has acquired or is in the process of acquiring those certain properties described in **Exhibit "A"**, designated as Parcel 7, which is attached hereto and incorporated herein for any and all purposes, and desires to have the said DCCR, NFDI, SNFDI, FANFDI, SANFDI, TSNFDI,

and Plat remised, released and forever relinquished insofar as it affects or appertains to the property described in said Exhibit "A".

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **Wheeler Ridge Homeowners' Association, a Texas nonprofit corporation**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, have forever remised, released and relinquished and by these presents do Forever Remise, Release and Relinquish all those certain covenants, conditions, restrictions, assessments and easements created and established in the above-mentioned instruments insofar as they affect or appertain only to the property described in the said Exhibit "A" attached hereto.

IN WITNESS WHEREOF, this instrument is executed on this the 2 day of MAY, 2013.

**Wheeler Ridge Homeowners' Association,
a Texas nonprofit corporation:**

by: 

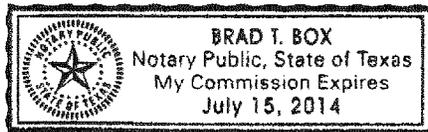
CHRISTOPHER P. BOHEM
Printed Name

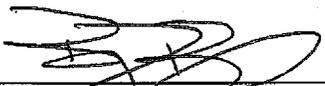
PRESIDENT
Title

Acknowledgment

State of Texas,
County of Collin:

This instrument was acknowledged before me on the 2 day of May, 2013,
by Christopher Bohem, as President of Wheeler's Ridge Homeowners' Association, a Texas nonprofit corporation, on behalf of said corporation.




Notary Public, State of Texas

(seal)

County: Denton
 Parcel: 7
 Highway: FM 2499
 Project Limits: From: FM 2181
 To: IH 35E
 CSJ: 2681-01-018

Page 1 of 9
 August 2008

LEGAL DESCRIPTION FOR PARCEL 7

BEING a tract of land situated in the Berry Merchant Survey, Abstract Number 800, City of Denton, Denton County, Texas, and being all of Lot 1X, Block AA of An Amending Final Plat Wheeler Ridge, Phase Four, an addition to the City of Denton, as recorded in Cabinet W, Page 901 of the Plat Records of Denton County, Texas (P.R.D.C.T.), said tract also being all of that tract of land described as Lot 1X of Block AA, Wheeler Ridge Phase Four in deed to Wheeler Ridge Homeowners' Association, a Texas non-profit corporation, as recorded in County Clerk's Document Number 2007-44311 of the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with cap stamped "DAA" having NAD 83 (1993) Texas State Plane North Central Zone 4202 surface coordinate North 7104020.7974 feet, East 2395763.5044 feet for the common southwest corner of Tract 2 of said Wheeler Ridge, Phase Four addition and the southwest corner of that tract of land described in deed to Centex Homes, a Nevada general partnership, as recorded in County Clerk's Document Number 2002-R0073881 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said point being in the north line of that tract of land described in deed to Hershel V. Forester as recorded in Volume 605, Page 621, D.R.D.C.T.;

THENCE North 89 degrees 24 minutes 18 seconds East, along the common south line of said Centex Homes tract and the said north line of said Forester tract and along the south line of said Tract 2, at a distance of 496.45 feet passing the southeast corner of said Tract 2, continuing along said common line of said Centex Homes tract and said Forester tract, at a cumulative distance of 2,345.22 feet passing a set Aluminum Disk on a 5/8-inch iron rod (hereafter referred to as "set A.D.") for the southwest corner of a Right-of-Way Dedication, 3.618 Acres for F.M. 2499 (a 120 foot wide right-of-way) as dedicated by said Wheeler Ridge, Phase Four addition and passing the existing westerly right-of-way line of said F.M. 2499 (a variable width right-of-way), continuing along said common line, in all a total distance of 2,465.26 feet to a set A.D. having NAD 83 (1993) Texas State Plane North Central Zone 4202 surface coordinate North 7104046.3970 feet, East 2398228.6359 feet for the POINT OF BEGINNING, said point being on the existing easterly right-of-way line of said F.M. 2499, said point also being the common southeast corner of said Right-of-Way Dedication and the southwest corner of said Lot 1X;**

- 1) THENCE North 02 degrees 08 minutes 32 seconds West, departing said common line and along the common west line of said Lot 1X and said existing easterly right-of-way line, a distance of 785.92 feet to a set A.D. for the point of curvature of a tangent circular curve to the left having a radius of 1,260.00 feet whose chord bears North 07 degrees 51 minutes 21 seconds West a distance of 250.88 feet;**

Exhibit "A"

County: Denton
Parcel: 7
Highway: FM 2499
Project Limits: From: FM 2181
 To: IH 35E
CSJ: 2681-01-018

Page 2 of 9
August 2008

- 2) THENCE Northerly, continuing along said common line and along said curve, through a central angle of 11 degrees 25 minutes 38 seconds, an arc distance of 251.30 feet to a set A.D. for the point of reverse curvature of a tangent circular curve to the right having a radius of 1,140.00 feet and whose chord bears North 06 degrees 38 minutes 04 seconds West a distance of 275.29 feet;**
- 3) THENCE Northerly, continuing along said common line and along said curve, through a central angle of 13 degrees 52 minutes 12 seconds, an arc distance of 275.97 feet to a set P.K. nail for the end of said curve, said point being the common northeast corner of said Right-of-Way Dedication and the northwest corner of said Lot 1X, said point also being on the south line of that tract of land described in deed to Wheeler Ranch, Ltd., as recorded in County Clerk's Document Number 99-R0020100, D.R.D.C.T.;;**
- 4) THENCE North 89 degrees 42 minutes 39 seconds East, departing said common line and along the common line between said Lot 1X and said Wheeler Ranch tract, passing a set P.K. nail with shiner on the new easterly right-of-way line of FM 2499 at a distance of 6.36 feet, in all a total distance of 61.62 feet to a 1/2-inch found iron for the northeast corner of said Lot 1X, said point being in the westerly line of a 30 foot wide Street Dedication as dedicated by Wynstone at Oakmont, Phase 1, an addition to the City of Denton, as recorded in Cabinet Q, Page 320, P.R.D.C.T.;;**
- 5) THENCE South 02 degrees 08 minutes 59 seconds East, departing said common line and along the common east line of said Lot 1X and the westerly line of said 30 foot wide Street Dedication, a distance of 18.15 feet to a point from which a 1/2-inch found iron rod with cap stamped "DAA" bears North 23 degrees 10 minutes 02 seconds West a distance of 0.25 feet for the northeast corner of that tract of land described as Site ID: S0248A in Memorandum of Lease Agreement between "Owner" Pinnell-Ford, L.C. (per County Clerk's Document Number 97-R0025993, D.R.D.C.T.) and "Tenant" Dallas MTA, L.P., as recorded in County Clerk's Document Number 98-R0084539, D.R.D.C.T.;
- 6) THENCE North 89 degrees 59 minutes 20 seconds West, departing said common line and along the common line between said Lot 1X and said Lease Agreement tract, a distance of 60.04 feet to a point from which a 1/2-inch found iron rod bears North 55 degrees 42 minutes 08 seconds West a distance of 0.19 feet for corner;

Exhibit "A"

County: Denton
Parcel: 7
Highway: FM 2499
Project Limits: From: FM 2181
To: IH 35E
CSJ: 2681-01-018

Page 3 of 9
August 2008

- 7) THENCE South 02 degrees 08 minutes 48 seconds East, continuing along said common line, a distance of 60.04 feet to a point for corner from which a 5/8-inch found iron rod with illegible cap bears North 88 degrees 03 minutes 13 seconds East a distance of 3.22 feet;
- 8) THENCE South 89 degrees 59 minutes 20 seconds East, continuing along said common line, a distance of 60.04 feet to a 1/2-inch found iron rod with cap stamped "DAA" for the southeast corner of said Lease Agreement tract, said point being in the west line of said Wynstone at Oakmont, Phase 1 addition;
- 9) THENCE South 02 degrees 08 minutes 59 seconds East, along the common east line of said Lot 1X and the west line of said Wynstone at Oakmont, Phase 1 addition, at a distance of 807.72 feet passing a point from which a 1/2-inch found iron rod bears North 21 degrees 31 minutes 38 seconds West a distance of 0.17 feet for the common southwest corner of said Wynstone at Oakmont, Phase 1 addition and the northwest corner of Wynstone at Oakmont, Phase II, an addition to the City of Denton, as recorded in Cabinet S, Page 323, P.R.D.C.T., continuing along the common east line of said Lot 1X and the west line of said Wynstone at Oakmont, Phase II addition, in all a total distance of 1,230.23 feet to a 3/4-inch found iron rod for the southeast corner of said Lot 1X;
- 10) THENCE South 89 degrees 24 minutes 18 seconds West, departing said common line and along the south line of said Lot 1X, a distance of 15.23 feet to the POINT OF BEGINNING AND CONTAINING 29,580 square feet or 0.6791 acres of land, more or less.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right of Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Exhibit "A"

County: Denton
Parcel: 7
Highway: FM 2499
Project Limits: From: FM 2181
 To: IH 35E
CSJ: 2681-01-018

Page 4 of 9
August 2008

The Basis of Bearings is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone 4202. All bearings are surface bearings. All distances are surface distances. TXDOT Combined Scale Factor: 1.00015063.

I, Jason A. Jernigan, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

 01AUG2008

JASON A. JERNIGAN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6023

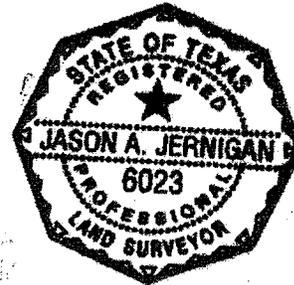
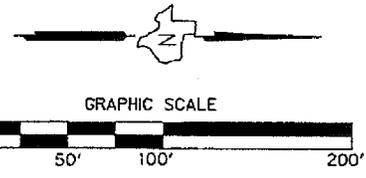


EXHIBIT "A"
 PARCEL 7
 FM 2181
 (90' WIDE R.O.W.)



POINT OF COMMENCING
 N= 7,104,020.7974
 E= 2,395,763.5044

1/2" FIR
 W/"DAA" CAP
 (C.M.)

AN AMENDING FINAL PLAT
 WHEELER RIDGE, PHASE FOUR
 (TRACT 2, CAB. W, PG. 901)

BERRY MERCHANT SURVEY,
 ABSTRACT NO. 800

HERSCHEL V.
 FORESTER
 (VOL. 605, PG. 621)

LOT
 41

CORRAL LANE
 (50' R.O.W.) (CAB. W, PG. 901)

LOT
 42

CENTEX HOMES
 (CC# 2002-R0073881)

LOT
 43

AN AMENDING FINAL PLAT
 WHEELER RIDGE, PHASE FOUR
 (TRACT 1, CAB. W, PG. 901)

GROVELAND TERRACE
 (50' R.O.W.) (CAB. W, PG. 901)

BERRY MERCHANT SURVEY,
 ABSTRACT NO. 800

ERIN LANE
 (50' R.O.W.)
 (CAB. W, PG. 901)

LOT
 37

LOT
 36

N89°24'18"E

HICKORY CREEK RD.
 (VOL. 5221, PG. 1904)

1,848.77'
 (VARIABLE WIDTH R.O.W.)

2,465.26'

496.45'

MATCH LINE (SEE PAGE 6 OF 9)

The Basis of Bearings is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone 4202. All bearings are surface bearings. All distances are surface distances. TXDOT Combined Scale Factor: 1.00015063.

LEGEND

- EXISTING RIGHT OF WAY LINE
- PROPERTY LINE
- COUNTY LINE
- SURVEY LINE
- FENCE LINE
- CITY LIMITS
- EASEMENTS
- RAILROAD
- STRUCTURE
- SET A.D. = SET TXDOT ALUMINUM DISK ON A 5/8-INCH IRON ROD
- FIR = FOUND IRON ROD
- FIP = FOUND IRON PIPE
- CM = CONTROL MONUMENT
- CC = COUNTY CLERK'S DOCUMENT NO.
- ** THE MONUMENT DESCRIBED AND SET IN THIS CALL, IF DESTROYED DURING CONSTRUCTION, MAY BE REPLACED WITH A TXDOT TYPE RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT.

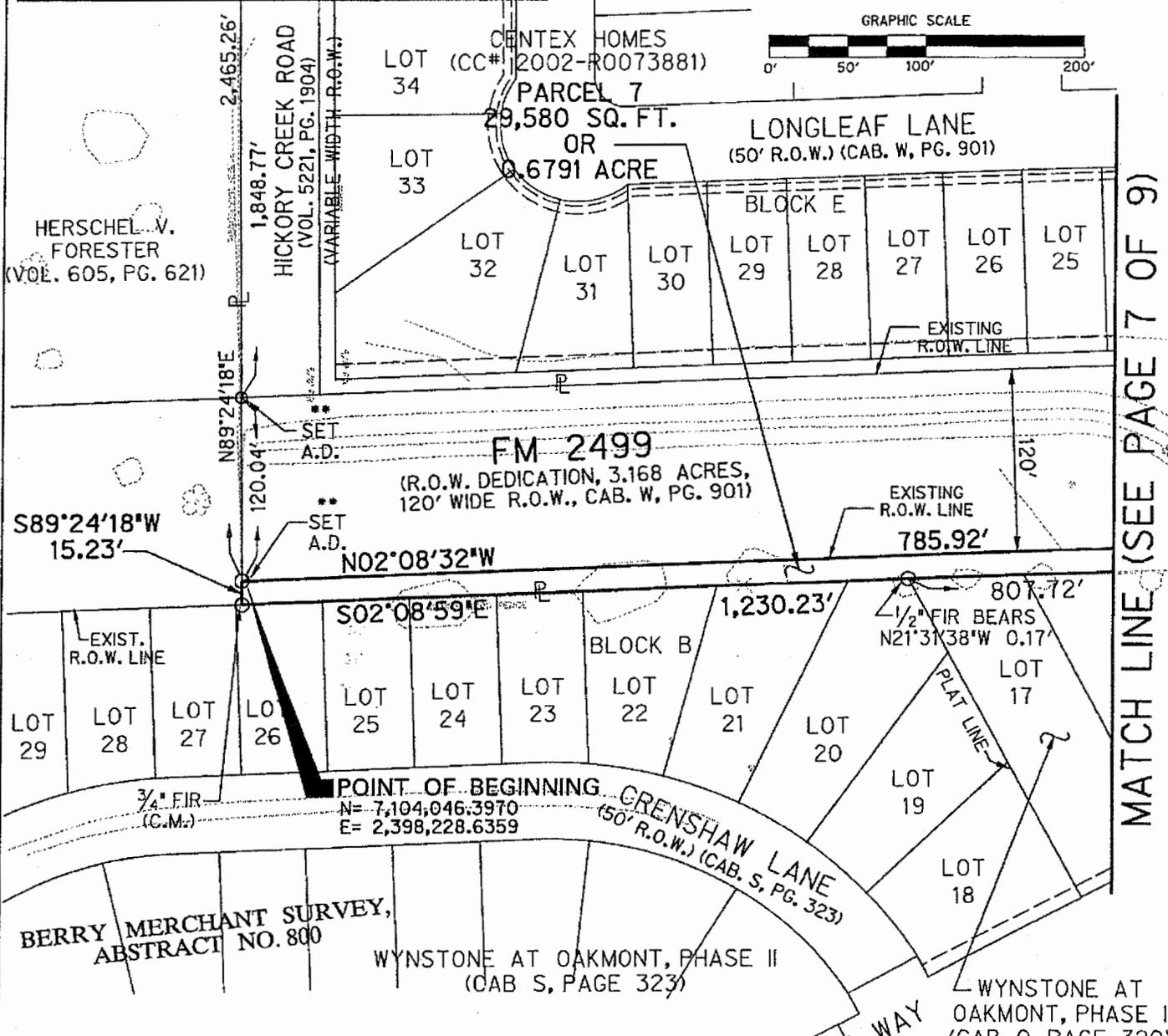
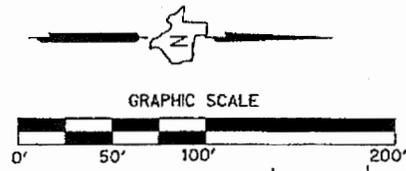
A PLAT OF A SURVEY OF
 A 29,580 SQ. FT., 0.6791 AC.
 TRACT OF LAND IN THE
 BERRY MERCHANT SURVEY,
 ABSTRACT NO. 800
 CITY OF DENTON
 DENTON COUNTY, TEXAS

AUGUST, 2008
 DATE

5/9

MATCH LINE (SEE PAGE 5 OF 9)

EXHIBIT "A"
PARCEL 7



MATCH LINE (SEE PAGE 7 OF 9)

The Basis of Bearings is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone 4202. All bearings are surface bearings. All distances are surface distances. TXDOT Combined Scale Factor: 1.00015063.

LEGEND

- EXISTING RIGHT OF WAY LINE
- PROPERTY LINE
- COUNTY LINE
- SURVEY LINE
- FENCE LINE
- CITY LIMITS
- EASEMENTS
- RAILROAD STRUCTURE
- SET A.D. = SET TXDOT ALUMINUM DISK ON A 5/8-INCH IRON ROD
- FIR = FOUND IRON ROD
- FIP = FOUND IRON PIPE
- CM = CONTROL MONUMENT
- CC = COUNTY CLERK'S DOCUMENT NO.

A PLAT OF A SURVEY OF
A 29,580 SQ. FT., 0.6791 AC.
TRACT OF LAND IN THE
BERRY MERCHANT SURVEY,
ABSTRACT NO. 800
CITY OF DENTON
DENTON COUNTY, TEXAS

•• THE MONUMENT DESCRIBED AND SET IN THIS CALL, IF DESTROYED DURING CONSTRUCTION, MAY BE REPLACED WITH A TXDOT TYPE RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT.

AUGUST, 2008
DATE

6/9

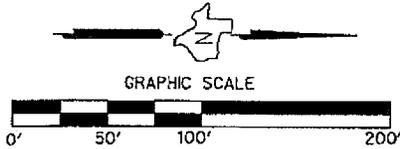


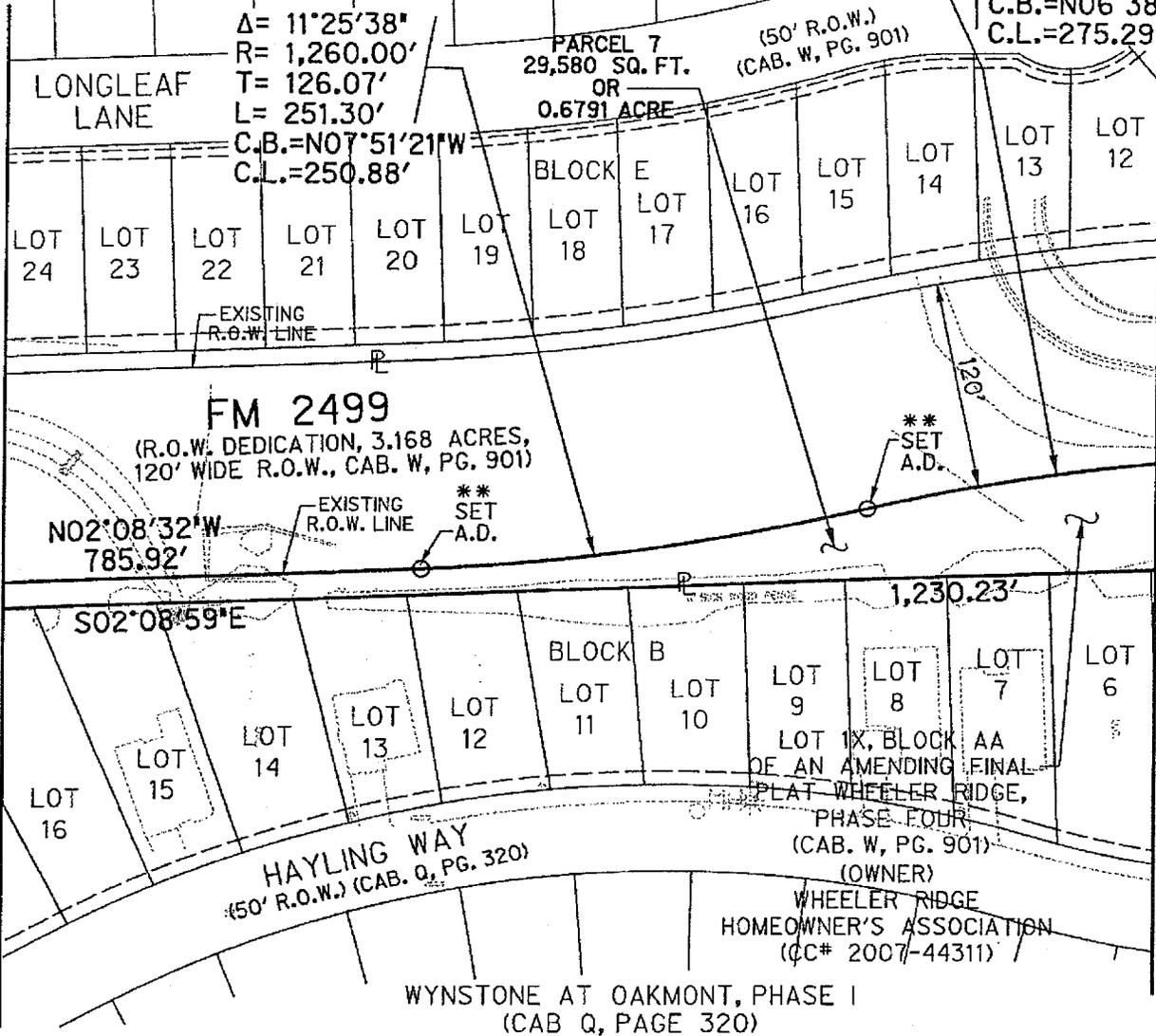
EXHIBIT "A"
PARCEL 7

BERRY MERCHANT SURVEY,
ABSTRACT NO. 800

$\Delta = 13^{\circ}52'12''$
 $R = 1,140.00'$
 $T = 138.66'$
 $L = 275.97'$
 $C.B. = N06^{\circ}38'04''W$
 $C.L. = 275.29'$

MATCH LINE (SEE PAGE 6 OF 9)

MATCH LINE (SEE PAGE 8 OF 9)



The Basis of Bearings is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone 4202. All bearings are surface bearings. All distances are surface distances. TXDOT Combined Scale Factor: 1.00015063.

LEGEND

- EXISTING RIGHT OF WAY LINE
- PROPERTY LINE
- COUNTY LINE
- SURVEY LINE
- FENCE LINE
- CITY LIMITS
- EASEMENTS
- RAILROAD STRUCTURE
- SET A.D. = SET TXDOT ALUMINUM DISK ON A 5/8-INCH IRON ROD
- FIR = FOUND IRON ROD
- FIP = FOUND IRON PIPE
- CM = CONTROL MONUMENT
- CC = COUNTY CLERK'S DOCUMENT NO.

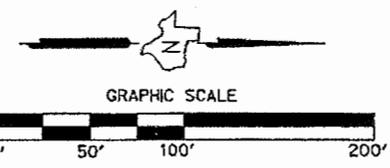
A PLAT OF A SURVEY OF
 A 29,580 SQ. FT., 0.6791 AC.
 TRACT OF LAND IN THE
 BERRY MERCHANT SURVEY,
 ABSTRACT NO. 800
 CITY OF DENTON
 DENTON COUNTY, TEXAS

** THE MONUMENT DESCRIBED AND SET IN THIS CALL, IF DESTROYED DURING CONSTRUCTION, MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT.

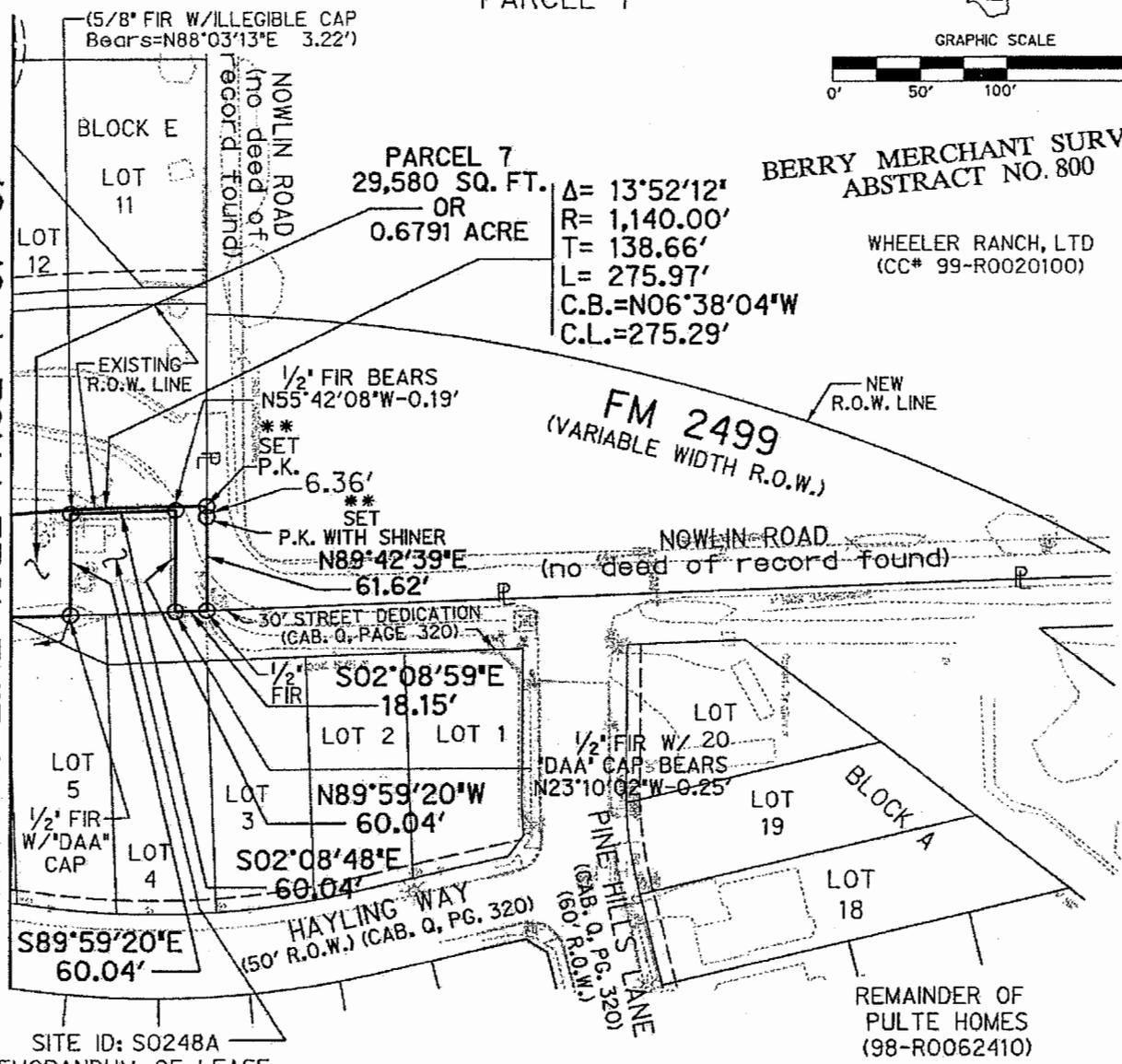
AUGUST, 2008
DATE

7/9

EXHIBIT "A"
PARCEL 7



MATCH LINE (SEE PAGE 7 OF 9)



**BERRY MERCHANT SURVEY,
ABSTRACT NO. 800**

WHEELER RANCH, LTD
(CC# 99-R0020100)

SITE ID: S0248A
MEMORANDUM OF LEASE
AGREEMENT TO DALLAS MTA, L.P.
(CC# 98-R0084539)
PINNELL-FORD, L.C. (OWNER)
(CC# 97-R0025993)

WYNSTONE AT OAKMONT, PHASE I
(CAB. Q, PAGE 320)

REMAINDER OF
PULTE HOMES
(98-R0062410)

The Basis of Bearings is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone 4202. All bearings are surface bearings. All distances are surface distances. TXDOT Combined Scale Factor: 1.00015063.



- LEGEND**
- EXISTING RIGHT OF WAY LINE
 - PROPERTY LINE
 - COUNTY LINE
 - SURVEY LINE
 - FENCE LINE
 - CITY LIMITS
 - EASEMENTS
 - RAILROAD
 - STRUCTURE
 - SET A.D. = SET TXDOT ALUMINUM DISK ON A 5/8-INCH IRON ROD
 - FIR = FOUND IRON ROD
 - FIP = FOUND IRON PIPE
 - CM = CONTROL MONUMENT
 - CC = COUNTY CLERK'S DOCUMENT NO.

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ON THE GROUND SURVEY MADE UNDER MY SUPERVISION AND, TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT.

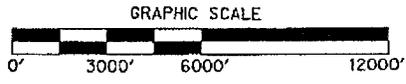
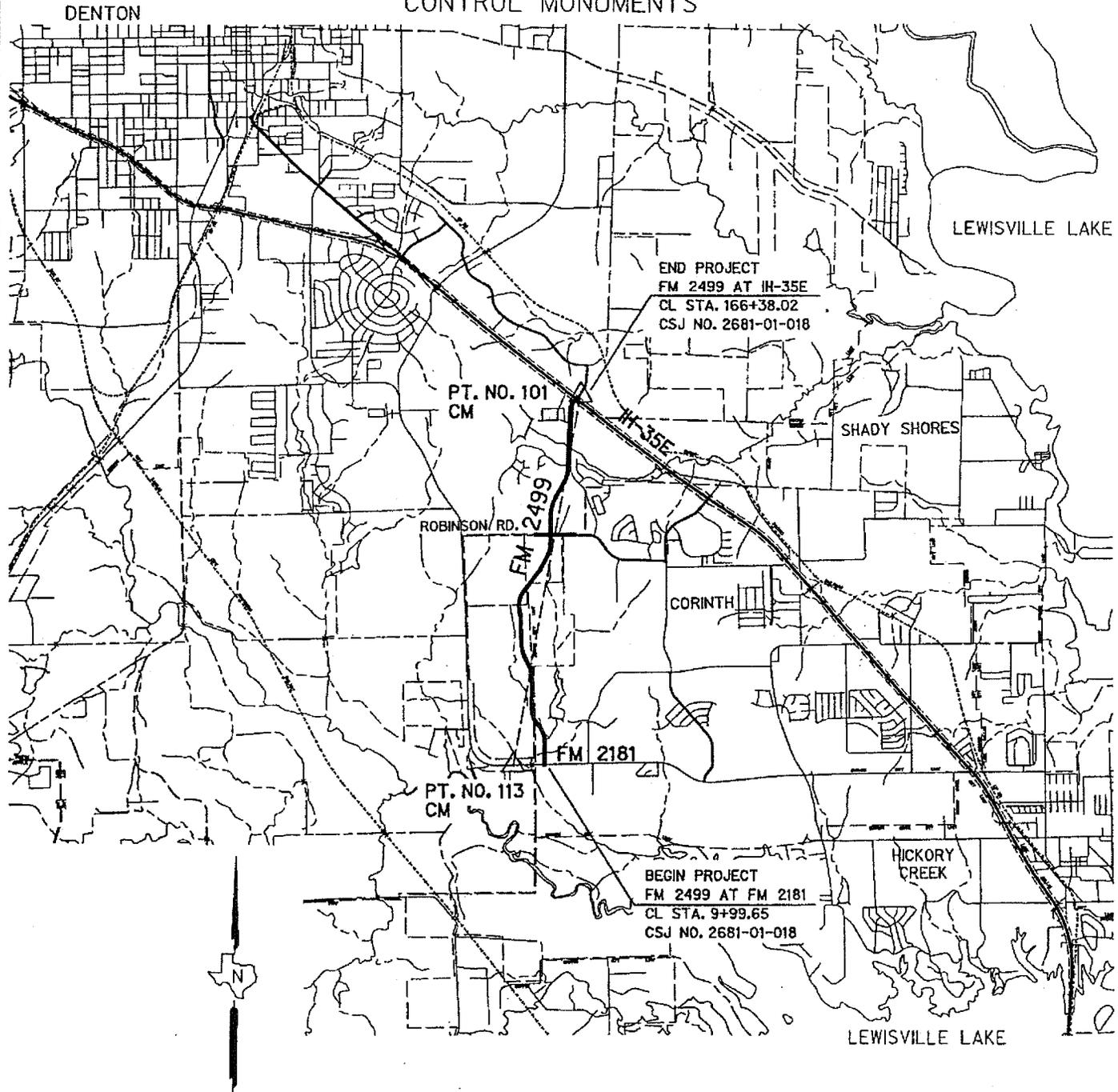
Jason A. Jernigan
01 AUG 2008
JASON A. JERNIGAN, R.P.L.S. TEXAS No. 6023

A PLAT OF A SURVEY OF
A 29,580 SQ. FT., 0.6791 AC.
TRACT OF LAND IN THE
BERRY MERCHANT SURVEY,
ABSTRACT NO. 800
CITY OF DENTON
DENTON COUNTY, TEXAS

AUGUST, 2008
DATE

8/9

EXHIBIT "A"
CONTROL MONUMENTS



GRID COORDINATE = SURFACE COORDINATE DIVIDED BY 1.00015063

POINT NO.	SURFACE NORTHING	SURFACE EASTING	DESCRIPTION
101	7114039.266	2400492.257	1/2" IRON ROD WITH RED 'TP' CAP
113	7098739.966	2397864.088	1/2" IRON ROD WITH RED 'TP' CAP

The Basis of Bearings is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone 4202. All bearings are surface bearings. All distances are surface distances. TXDOT Combined Scale Factor: 1.00015063.

A PLAT OF A SURVEY OF
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ABSTRACT NO. 800
CITY OF DENTON
DENTON COUNTY, TEXAS

AUGUST, 2008
DATE

9/9

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2013-95896
Recorded As : ERX-PARTIAL RELEASE

Recorded On: August 02, 2013
Recorded At: 09:34:58 am
Number of Pages: 11

Recording Fee: \$56.00

Parties:

Direct- WHEELER RIDGE HOMEOWNERS ASSOCIATION
Indirect-

Receipt Number: 1073626
Processed By: Dwayne Kitzmiller

***** 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.



THE STATE OF TEXAS)
COUNTY OF DENTON)

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

C Mitchell

County Clerk
Denton County, Texas

PARTIAL RELEASE OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WHEELER RIDGE

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

WHEREAS, certain instruments have been executed which set forth covenants, conditions, restrictions, assessments and easements with regard to certain property:

1. Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge ("DCCR"), dated October 23, 2003, executed by Fox & Jacobs Homes, an assumed business name of Centex Homes, a Nevada general partnership, being recorded in/under Vol. 5545, page 1976, of the County Clerk's Official Records, Denton County, Texas.
2. Notice of Filing of Dedicatory Instruments for Wheeler Ridge ("NFDI"), dated September 30, 2004, executed by Wheeler Ridge Homeowners' Association, being recorded in/under Clerk's File No. 2004-134942, of the County Clerk's Official Records, Denton County, Texas.
3. Supplement to Notice of Filing of Dedicatory Instruments for Wheeler Ridge ("SNFDI"), dated October 30, 2006, executed by Wheeler Ridge Homeowners' Association, being recorded in/under Clerk's File No. 2007-19268, of the County Clerk's Official Records, Denton County, Texas.
4. First Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge ("FANFDI"), dated June 22, 2009, executed by Wheeler Ridge Homeowners' Association, being recorded in/under Clerk's File No. 2009-79018, of the County Clerk's Official Records, Denton County, Texas.
5. Second Amendment to Notice of Filing of Dedicatory Instruments for Wheeler Ridge ("SANFDI"), dated June 18, 2010, executed by Wheeler Ridge Homeowners' Association, being recorded in/under Clerk's File No. 2010-63854, of the County Clerk's Official Records, Denton County, Texas.
6. Third Supplement to Notice of Filing of Dedicatory Instruments for Wheeler Ridge ("TSNFDI"), dated October 24, 2011, executed by Wheeler Ridge Homeowners' Association, Inc., being recorded in/under Clerk's File No. 2011-120334, of the County Clerk's Official Records, Denton County, Texas.
7. Plat of Wheeler Ridge Phase Two ("Plat"), adopted by Centex Homes, a Nevada general partnership, being recorded in/under Cabinet V, page 208, of the County Clerk's Official Records, Denton County, Texas.

WHEREAS, the State of Texas has acquired or is in the process of acquiring those certain properties described in **Exhibit "A"**, designated as Parcel 12 & 12E, which is attached hereto and incorporated herein for any and all purposes, and desires to have the said DCCR, NFDI, SNFDI, FANFDI, SANFDI,

mkh

TSNFDI, and Plat remised, released and forever relinquished insofar as it affects or appertains to the property described in said Exhibit "A".

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **Wheeler Ridge Homeowners' Association, a Texas nonprofit corporation**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, have forever remised, released and relinquished and by these presents do Forever Remise, Release and Relinquish all those certain covenants, conditions, restrictions, assessments and easements created and established in the above-mentioned instruments insofar as they affect or appertain only to the property described in the said Exhibit "A" attached hereto.

IN WITNESS WHEREOF, this instrument is executed on this the 2 day of MAY, 2013.

**Wheeler Ridge Homeowners' Association,
a Texas nonprofit corporation:**

by: 

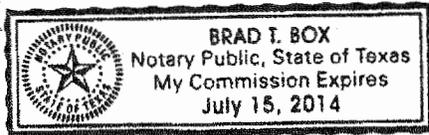
CHRISTOPHER P BOHLEN
Printed Name

PRESIDENT
Title

Acknowledgment

State of Texas,
County of Collin:

This instrument was acknowledged before me on the 2 day of May, 2013, by Christopher Bohlen, as President of Wheeler's Ridge Homeowners' Association, a Texas nonprofit corporation, on behalf of said corporation.




Notary Public, State of Texas

(seal)

County: Denton
 Parcel: 12
 Highway: FM 2499
 Project Limits: From: FM 2181
 To: IH 35E
 CSJ: 2681-01-018

Page 1 of 4
 August 2008

LEGAL DESCRIPTION FOR PARCEL 12

BEING a tract of land situated in the Berry Merchant Survey, Abstract Number 800, City of Denton, Denton County, Texas, and being part of Lot 19X, Block D of Wheeler Ridge Phase Two, an addition to the City of Denton, as recorded in Cabinet V, Page 208 of the Plat Records of Denton County, Texas (P.R.D.C.T.), and being part of that tract of land described as Tract 2 in deed to Wheeler Ridge Homeowners' Association as recorded in County Clerks Document Number 2006-15738 of the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8-inch found iron rod with cap stamped "DAA" having NAD 83 (1993) Texas State Plane North Central Zone 4202 surface coordinate North 7106055.0840 feet, East 2398168.4626 feet for the common northwest corner of Wynstone at Oakmont, Phase I, an addition to the City of Denton, as recorded in Cabinet Q, Page 320, P.R.D.C.T., and the southwest corner of said that tract of land described in deed to Wheeler Ranch, Ltd., as recorded in County Clerk's Document Number 00-R0039800 of the Deed Records of Denton County, Texas (D.R.D.C.T.), and an interior "ell" corner in the southeast line of said Lot 19X;

THENCE South 89 degrees 48 minutes 05 seconds East, along the north line of said Wynstone at Oakmont, Phase I addition and said southeast line of said Lot 19X, a distance of 2.37 feet to an exterior "ell" corner in said southeast line of said Lot 19X;

THENCE North 48 degrees 13 minutes 01 second East, departing said north line of said Wynstone at Oakmont, Phase I addition and continuing along said southeast line of said Lot 19X, a distance of 438.58 feet to a set Aluminum Disk on a 5/8-inch iron rod (hereafter referred to as "set A.D.") having NAD 83 (1993) Texas State Plane North Central Zone 4202 surface coordinate North 7106347.3039 feet, East 2398497.8656 feet for the POINT OF BEGINNING, said point also being on the new westerly right-of-way line of FM 2499 (a variable width right-of-way, 120 feet wide at this point);**

- 1) THENCE North 36 degrees 18 minutes 43 seconds East, departing said southeast line of said Lot 19X, along said new westerly right-of-way line of FM 2499 and over and across said Lot 19X, a distance of 469.03 feet to a set A.D. for the point of curvature of a tangent circular curve to the left having a radius of 1,140.00 feet whose chord bears North 32 degrees 12 minutes 14 seconds East a distance of 163.33 feet;**
- 2) THENCE Northeasterly, continuing along said new westerly right-of-way line of FM 2499 and over and across said Lot 19X, through a central angle of 08 degrees 12 minutes 58 seconds, an arc distance of 163.47 feet to a set A.D. for the point of tangency;**

Exhibit "A"

County: Denton
Parcel: 12
Highway: FM 2499
Project Limits: From: FM 2181
 To: IH 35E
CSJ: 2681-01-018

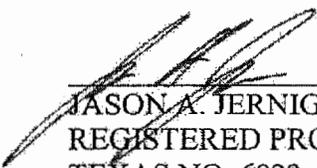
Page 2 of 4
August 2008

- 3) THENCE North 28 degrees 05 minutes 45 seconds East, continuing along said new westerly right-of-way line of FM 2499 and over and across said Lot 19X, a distance of 375.20 feet to a set A.D. in the common east line of said Lot 19X and the westerly line of that tract of land described in deed to Stacey Lawrence as recorded in Volume 2790, Page 0140, D.R.D.C.T.;**
- 4) THENCE South 00 degrees 22 minutes 11 seconds West, departing said new westerly right-of-way line of FM 2499 and along said common line, a distance of 233.77 feet to a 1/2-inch found iron rod with cap stamped "DAA" for corner;
- 5) THENCE South 27 degrees 45 minutes 57 seconds West, departing said common line and along said southeast line of Lot 19X, a distance of 279.26 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC INC." for corner;
- 6) THENCE South 48 degrees 13 minutes 01 second West, continuing along said southeast line of Lot 19X, a distance of 549.70 feet to the POINT OF BEGINNING AND CONTAINING 71,640 square feet or 1.645 acres of land, more or less.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right of Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

The Basis of Bearings is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone 4202. All bearings are surface bearings. All distances are surface distances. TXDOT Combined Scale Factor: 1.00015063.

I, Jason A. Jernigan, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.


01AUG2008

JASON A. JERNIGAN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6023

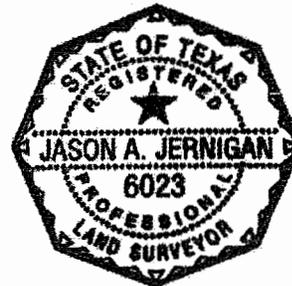
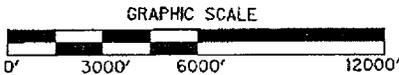
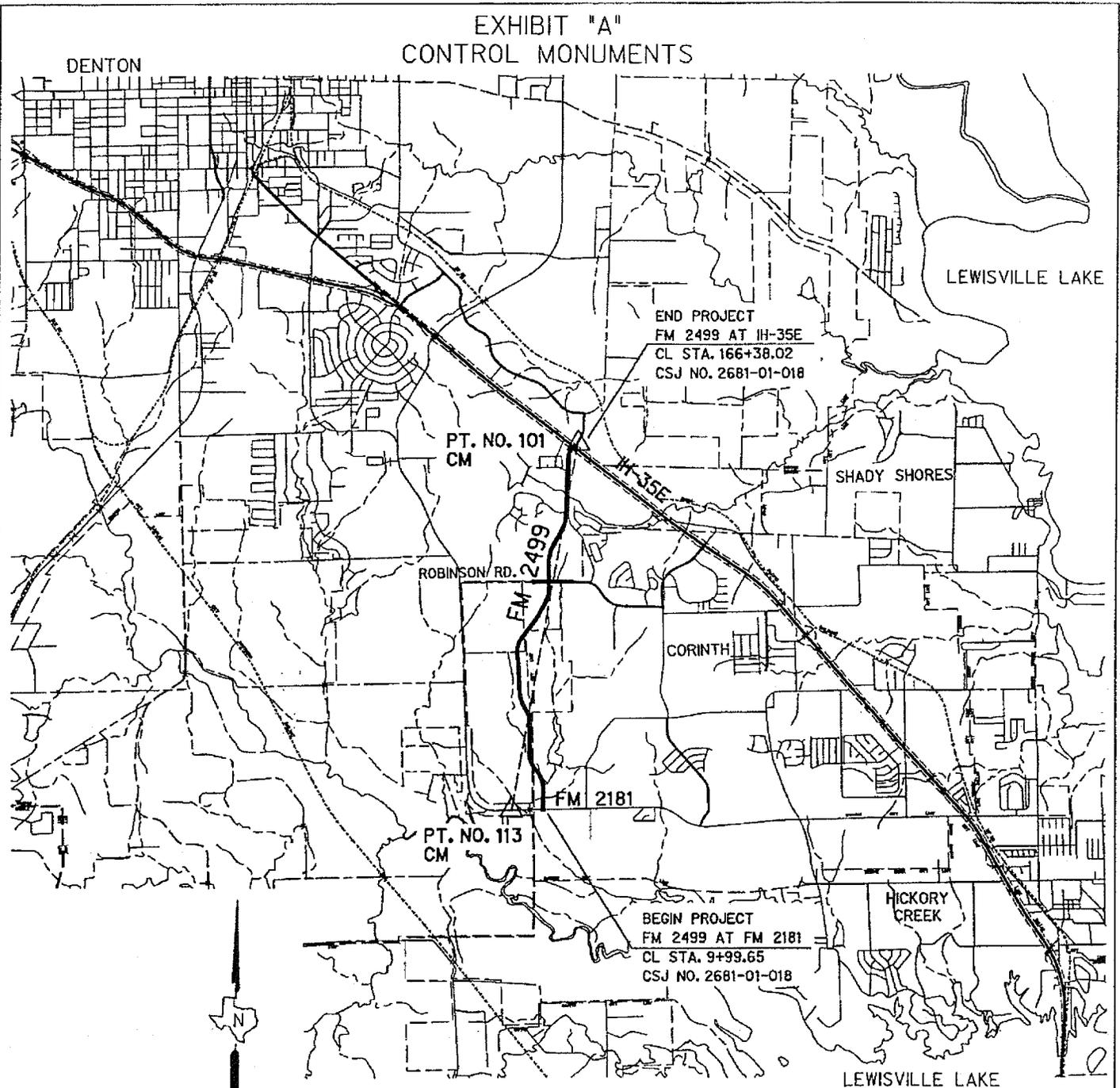


EXHIBIT "A"
CONTROL MONUMENTS



GRID COORDINATE = SURFACE COORDINATE DIVIDED BY 1.00015063

POINT NO.	SURFACE NORTHING	SURFACE EASTING	DESCRIPTION
101	7114039.266	2400492.257	1/2" IRON ROD WITH RED "TP" CAP
113	7098739.966	2397864.088	1/2" IRON ROD WITH RED "TP" CAP

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A PLAT OF A SURVEY OF
A 71,640 SQ. FT., 1.645 AC.
TRACT OF LAND IN THE
BERRY MERCHANT SURVEY,
ABSTRACT NO. 800
CITY OF DENTON
DENTON COUNTY, TEXAS

AUGUST, 2008
DATE

4/4

County: Denton
 Parcel: 12E
 Highway: FM 2499
 Project Limits: From: FM 2181
 To: IH 35E
 CSJ: 2681-01-018

Page 1 of 4
 June 2011

LEGAL DESCRIPTION FOR PARCEL 12E

BEING a tract of land situated in the Berry Merchant Survey, Abstract Number 800, City of Denton, Denton County, Texas, and being part of Lot 19X, Block D of Wheeler Ridge Phase Two, an addition to the City of Denton, as recorded in Cabinet V, Page 208 of the Plat Records of Denton County, Texas (P.R.D.C.T.), and being part of that tract of land described as Tract 2 in deed to Wheeler Ridge Homeowners' Association as recorded in County Clerks Document Number 2006-15738 of the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8-inch found iron rod with cap stamped "DAA" having NAD 83 (1993) Texas State Plane North Central Zone 4202 surface coordinate North 7106055.0840 feet, East 2398168.4626 feet for the common northwest corner of Wynstone at Oakmont, Phase I, an addition to the City of Denton, as recorded in Cabinet Q, Page 320, P.R.D.C.T., and the southwest corner of said that tract of land described in deed to Wheeler Ranch, Ltd., as recorded in County Clerk's Document Number 00-R0039800 of the Deed Records of Denton County, Texas (D.R.D.C.T.), and an interior "ell" corner in the southeast line of said Lot 19X;

THENCE South 89 degrees 48 minutes 05 seconds East, along the north line of said Wynstone at Oakmont, Phase I addition and said southeast line of said Lot 19X, a distance of 2.37 feet to an exterior "ell" corner in said southeast line of said Lot 19X;

THENCE North 48 degrees 13 minutes 01 second East, departing said north line of said Wynstone at Oakmont, Phase I addition and continuing along said southeast line of said Lot 19X, a distance of 438.58 feet to a set Aluminum Disk on a 5/8-inch iron rod on the new westerly right-of-way line of FM 2499 (a variable width right-of-way, 120 feet wide at this point);**

THENCE North 36 degrees 18 minutes 43 seconds East, departing said southeast line of said Lot 19X, along said new westerly right-of-way line of FM 2499 and over and across said Lot 19X, a distance of 162.31 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for the POINT OF BEGINNING having NAD 83 (1993) Texas State Plane North Central Zone 4202 surface coordinate North 7106478.0942 feet, East 2398593.9824 feet;

- 1) THENCE North 42 degrees 49 minutes 58 seconds West, departing said new westerly right-of-way line of FM 2499 and continuing over and across said Lot 19X, a distance of 30.55 feet to a 1/2-inch set iron rod with cap for corner;

Exhibit "A"

County: Denton
Parcel: 12E
Highway: FM 2499
Project Limits: From: FM 2181
 To: IH 35E
CSJ: 2681-01-018

Page 2 of 4
June 2011

- 2) THENCE North 36 degrees 18 minutes 43 seconds East, continuing over and across said Lot 19X, a distance of 52.00 feet to a 1/2-inch set iron rod with cap for corner on the southwest line of a 16 Foot Drainage Easement as dedicated by said Wheeler Ridge Phase Two addition;
- 3) THENCE South 18 degrees 46 minutes 53 seconds East, along said southwest easement line, a distance of 36.58 feet to a 1/2-inch set iron rod with cap for the intersection of said southwest line with said new westerly right-of-way line of FM 2499;
- 4) THENCE South 36 degrees 18 minutes 43 seconds West, departing said southwest easement line and along said new westerly right-of-way line, a distance of 36.82 feet to the POINT OF BEGINNING AND CONTAINING 1,332 square feet or 0.0306 of an acre of land, more or less.

The Basis of Bearings is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone 4202. All bearings are surface bearings. All distances are surface distances. TXDOT Combined Scale Factor: 1.00015063.

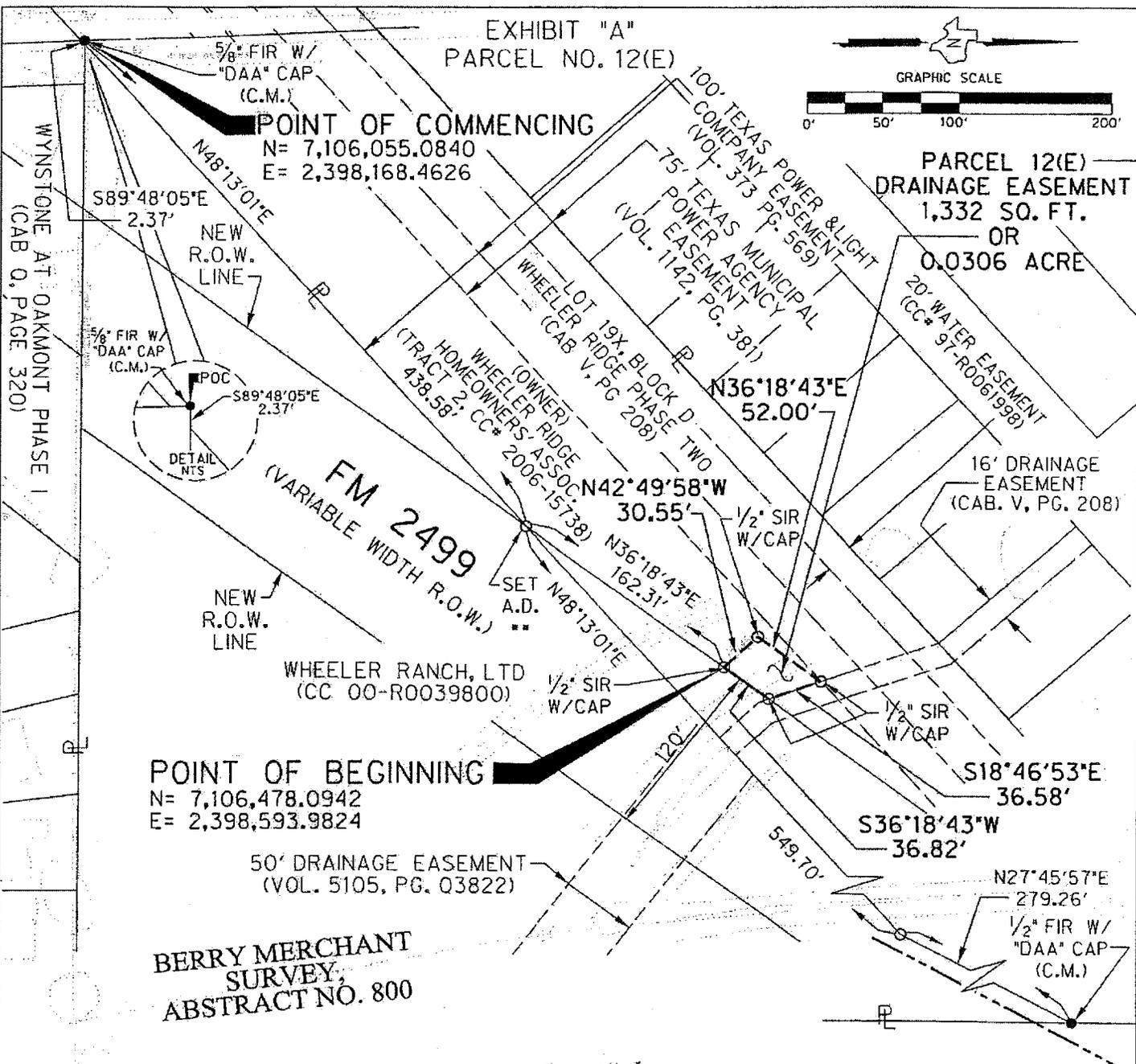
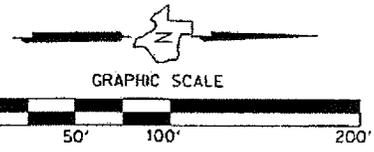
I, Jason A. Jernigan, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.


20 JUN 2011

JASON A. JERNIGAN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6023



EXHIBIT "A"
PARCEL NO. 12(E)



POINT OF BEGINNING
N= 7,106,478.0942
E= 2,398,593.9824

50' DRAINAGE EASEMENT
(VOL. 5105, PG. Q3822)

BERRY MERCHANT SURVEY
ABSTRACT NO. 800

WHEELER RANCH, LTD
(CC 00-RO039800)

FM 2499
(VARIABLE WIDTH R.O.W.)

WYNSTONE AT OAKMONT PHASE I
(CAB O, PAGE 320)

PARCEL 12(E)
DRAINAGE EASEMENT
1,332 SQ. FT.
OR
0.0306 ACRE

LEGEND

- EXISTING RIGHT OF WAY LINE
 - PROPERTY LINE
 - COUNTY LINE
 - SURVEY LINE
 - FENCE LINE
 - CITY LIMITS
 - EASEMENTS
 - RAILROAD STRUCTURE
- SET A.D. = SET TXDOT ALUMINUM DISK ON A 5/8-INCH IRON ROD
 1/2" SIR W/CAP = SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF"
 FIR = FOUND IRON ROD
 FIP = FOUND IRON PIPE
 CM = CONTROL MONUMENT
 CC = COUNTY CLERK'S DOCUMENT NO.



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PARCEL 12(E)
A 1,332 SQ. FT. OR 0.0306 ACRE
SITUATED IN THE
BERRY MERCHANT SURVEY,
ABSTRACT NO. 800
CITY OF DENTON
DENTON COUNTY, TEXAS

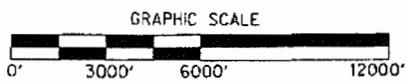
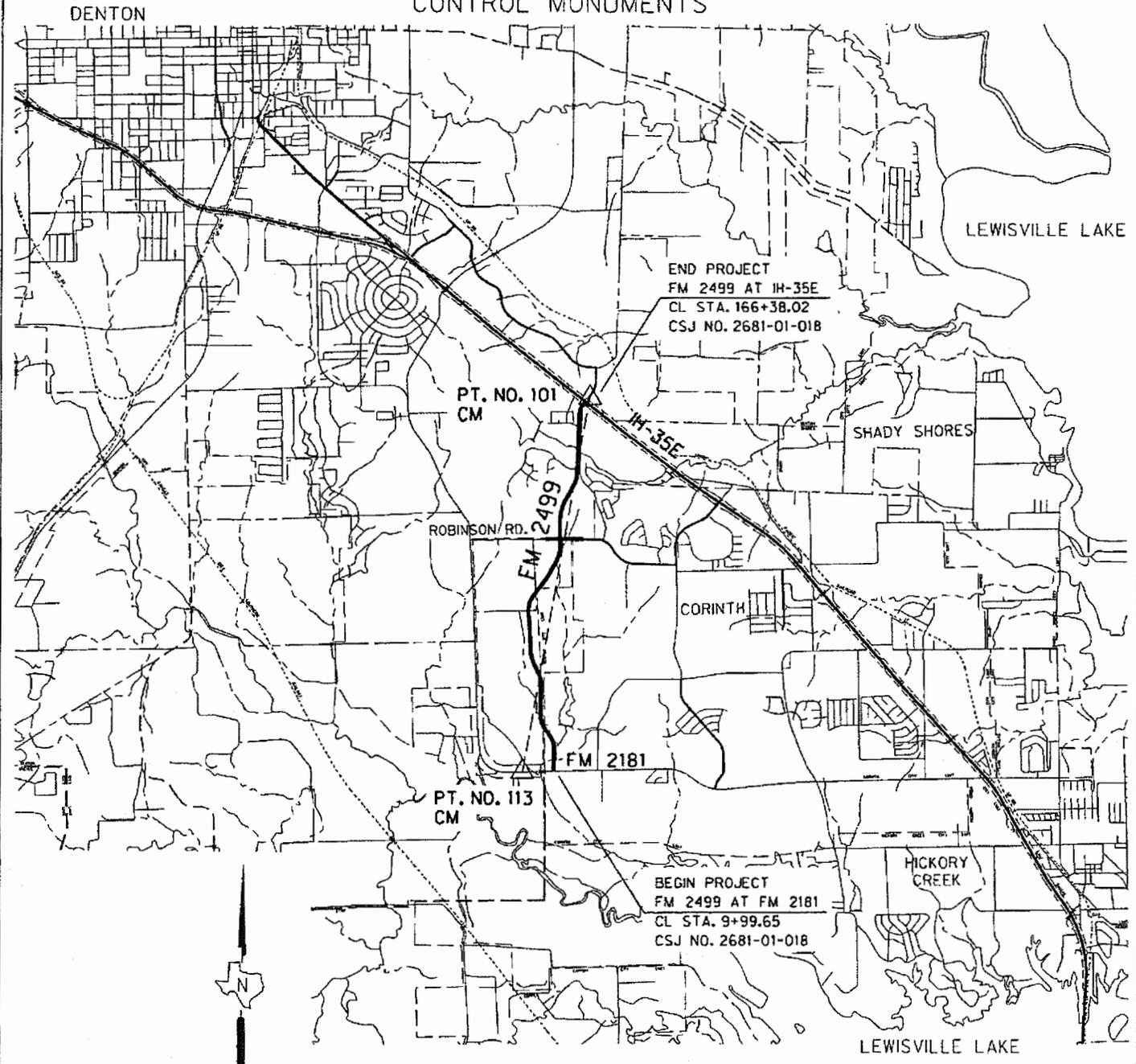
I HEREBY CERTIFY THAT THIS PLAT IS
BASED ON AN ON THE GROUND SURVEY
MADE UNDER MY SUPERVISION AND, TO
THE BEST OF MY KNOWLEDGE, IS TRUE
AND CORRECT

Jason A. Jernigan
JUN 20 2011
JASON A. JERNIGAN, R.P.L.S., TEXAS No. 6023

JUNE, 2011
DATE

3/4

EXHIBIT "A"
CONTROL MONUMENTS



GRID COORDINATE = SURFACE COORDINATE DIVIDED BY 1.00015063

POINT NO.	SURFACE NORTHING	SURFACE EASTING	DESCRIPTION
101	7114039.266	2400492.257	1/2" IRON ROD WITH RED "TP" CAP
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A 1,332 SQ. FT., 0.0306 AC.
TRACT OF LAND IN THE
BERRY MERCHANT SURVEY,
ABSTRACT NO. 800
CITY OF DENTON
DENTON COUNTY, TEXAS

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JUNE, 2011
DATE

4/4