

ARTICLES OF INCORPORATION

FILED
In the Office of the
Secretary of State of Texas

ARTICLES OF INCORPORATION

JAN 09 2001

OF

Corporations Section

THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.

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, Tex. Civ. Stat. Ann. art. 1396-1 01, et seq., as it may be amended, do hereby adopt the following Articles of Incorporation for such corporation:

Article 1 Name. The name of the corporation is The Homeowners Association of Lone Star Ranch, Inc ("Corporation" or "Association")

Article 2 Duration The Corporation shall have perpetual duration

Article 3. Applicable Statute The Corporation is a non-profit corporation organized pursuant to the provisions of the Texas Non-Profit Corporation Act, Article 1396-1 01 et seq

Article 4 Purposes and Powers 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

(a) to be and constitute the Association to which reference is made in the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Residential Properties recorded in the Office of the County Clerk of Denton County, Texas, as it may be amended from time to time (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

(b) to provide an entity for the furtherance of the interests of the owners of property subject to the Declaration

In furtherance of its purposes, the Corporation shall have the following powers, which, unless indicated otherwise by the Declaration or Bylaws, may be exercised by the Board of Directors:

(a) all of the powers conferred upon non-profit corporations by common law and the statutes of the State of Texas in effect from time to time,

(b) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws or the Declaration, including, without limitation, the following

- (i) to fix, levy, and collect assessments and other charges to be levied against the property subject to the Declaration and to enforce payment thereof by any lawful means;
- (ii) to manage, control, operate, maintain, preserve, repair and improve the common area and facilities, and any property subsequently acquired by the Corporation, or any property owned by another, for which the Corporation, by rule, regulation, Declaration or contract, has a right or duty to provide such services,
- (iii) to enforce covenants, conditions or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or Bylaws,
- (iv) to engage in activities which will actively foster, promote and advance the common interests of all owners of property subject to the Declaration,
- (v) to buy or otherwise acquire, sell or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Corporation, which shall include the power to foreclose its lien on any property subject to the Declaration by judicial or nonjudicial means;
- (vi) to borrow money for any purpose subject to such limitations as may be contained in the Bylaws,
- (vii) to enter into, make, perform and enforce contracts of every kind and description and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in concert with any other association, corporation or other entity or agency, public or private,
- (viii) to act as agent, trustee or other representative of other corporations, firms or individuals and, as such, to advance the business or ownership interests in such corporations, firms or individuals,
- (ix) to adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration, and
- (x) to provide or contract for services benefitting the property subject to the Declaration, including, without limitation, garbage removal and any and all supplemental municipal services as may be necessary or desirable

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law, provided, none of the objects or purposes herein set out shall be construed to authorize the

Corporation to do any act in violation of the Texas Non-Profit Corporation Act, and all such objects or purposes are subject to said Act

The powers specified in each of the paragraphs of this Article 4 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article 4.

Article 5 Definitions. All capitalized terms used in these Articles of Incorporation shall be defined in the same manner as defined in the Declaration, which definitions are incorporated herein by this reference.

Article 6 Membership. The Corporation shall be a membership corporation without certificates or shares of stock. All Owners (as defined in the Declaration), by virtue of their ownership of Lots subject to the Declaration, are members of the Association. The members shall be divided into classes and entitled to a vote in accordance with the Declaration and Bylaws.

Article 7. Board of Directors. The business and affairs of the Corporation shall be conducted, managed and controlled by a Board of Directors (the "Board") The Board may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine. The Board shall consist of no less than three (3) and no more than five (5) members The initial Board shall consist of the following five (5) members.

<u>Name</u>	<u>Address</u>
D. O. Tomlin III	5580 Peterson Lane, Suite 160 Dallas, Texas 75240
Jerry W Ragsdale	5580 Peterson Lane, Suite 160 Dallas, Texas 75240
Dena Tomlin	5580 Peterson Lane, Suite 160 Dallas, Texas 75240
Roger Lindsey	5580 Peterson Lane, Suite 160 Dallas, Texas 75240
Robert Porter	5580 Peterson Lane, Suite 160 Dallas, Texas 75240

The method of election, removal and filling of vacancies, and the term of office and number of directors shall be as set forth in the Bylaws.

Article 8 Liability of Directors. To the fullest extent permitted by Texas statutes, as the same exist or as they may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits broader limitation than permitted prior to such amendment), a director of the Corporation shall not be liable to the Corporation for monetary damages for an act or omission in the director's capacity as a director. Any repeal or amendment of this Article 8 by the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or amendment.

Article 9. Dissolution. The Corporation may be dissolved only as provided by the laws of the State of Texas.

Article 10 Amendments. Subject to the provisions of the Texas Non-Profit Corporation Act and Article 11 hereof, if applicable, these Articles of Incorporation may be amended with the approval of the Board and by Class "A" Members representing seventy-five percent (75%) of the total Class "A" votes in the Association, and with the approval of the Class "B" member, so long as such membership exists. No amendment shall conflict with the Declaration nor shall any amendment be effective to impair or dilute any rights of members that are granted by the Declaration.

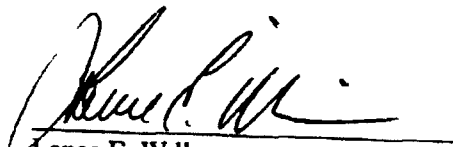
Article 11. Action Without a Meeting. Any action required by the Texas Non-Profit Corporation Act to be taken at a meeting of the members or directors of the Corporation or any action that may be taken at a meeting of the members or directors or of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members, directors or committee members as would be necessary to take that action at a meeting at which all of the members, directors or members of the committee were present and voted.

Article 12 Registered Agent and Office. The initial registered office of the Corporation is 3811 Turtle Creek Boulevard, Suite 1050, Dallas, Texas 75219, and the initial registered agent at such address is Lance E. Williams.

Article 13 Incorporators. The name and address of the incorporator is as follows:

Lance E. Williams
Riddle & Williams, P.C.
3811 Turtle Creek Boulevard, Suite 1050
Dallas, Texas 75219

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 8th day of January, 2001.


Lance E. Williams

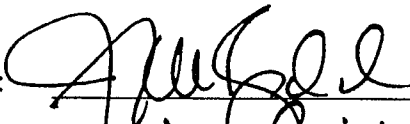
**ASSUMED NAME CERTIFICATE
OF
THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

**NAME UNDER WHICH BUSINESS OR PROFESSIONAL SERVICES IS BEING
CONDUCTED:**

Lone Star Ranch Homeowners Association
c/o CMA, Inc.
1800 Preston Park, Suite 101
Plano, Texas 75093

1. The name of the incorporated business or profession as stated in its Articles of Incorporation is: The Homeowners Association of Lone Star Ranch, Inc.
2. The state, country, or other jurisdiction under the laws of which it was incorporated is:
Texas
3. The period, not to exceed ten years, during which this assumed name will be used is: February 1, 2002, through January 31, 2011.
4. The corporation is a non-profit corporation.
5. The address of the registered office is: 1800 Preston Park, Suite 101, Plano, Texas 75093.
6. Business or professional services are being and will be conducted in Dallas and Collin County, Texas.
7. The undersigned attorney-in-fact hereby states that he has been duly authorized, in writing, by The Homeowners Association of Lone Star Ranch, Inc., to execute and acknowledge this instrument.

THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH
d/b/a LONE STAR RANCH HOMEOWNERS ASSOCIATION

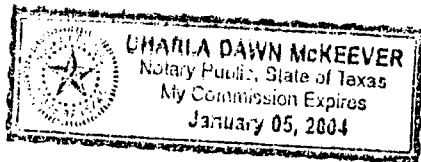
By: 
Its: 

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Jerry W. Ragsdale, Vice President of The Homeowners Association of Lone Star Ranch, Inc., 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 13 day of February, 2002.



Charla Dawn McKeever
Notary Public, State of Texas
Jan 5, 2004
My Commission Expires

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 1050
Dallas, Texas 75219

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

On May 08 2003
At 9:33am

Receipt #: 27096
Recording: 5.00
Doc/Mgmt : 6.00
Doc/Num : 2003-R0070704
Doc/Type : ASN
Deputy -Jane

BYLAWS

EXHIBIT "C"
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LONE STAR RANCH RESIDENTIAL PROPERTIES

BYLAWS
OF
THE HOMEOWNERS ASSOCIATION
OF
LONE STAR RANCH, INC.

Table of Contents

Page

Article I

<u>Name, Principal Office and Definitions</u>	1
Section 1.1. Name	1
Section 1.2. Principal Office	1
Section 1.3. Definitions	1

Article II

<u>Association: Membership, Meetings, Quorum, Voting, Proxies</u>	1
Section 2.1. Membership	1
Section 2.2. Place of Meetings	1
Section 2.3. Annual Meetings	1
Section 2.4. Special Meetings	2
Section 2.5. Notice of Meetings	2
Section 2.6. Waiver of Notice	2
Section 2.7. Adjournment of Meetings	2
Section 2.8. Voting	3
Section 2.9. Proxies	3
Section 2.10. Majority	3
Section 2.11. Quorum	3
Section 2.12. Conduct of Meetings	3
Section 2.13. Action Without a Meeting	3

Article III

<u>Board of Directors; Number, Powers, Meetings</u>	4
A. Composition and Selection	4
Section 3.1. Governing Body; Composition	4
Section 3.2. Number of Directors	4
Section 3.3. Directors During Class "B" Control Period	4
Section 3.4. Nomination and Election Procedures	4
Section 3.5. Election and Term of Office	5
Section 3.6. Removal of Directors; Vacancies	6
B. Meetings	6
Section 3.7. Organizational Meetings	6
Section 3.8. Regular Meetings	6
Section 3.9. Special Meetings	6

Section 3.10. Waiver of Notice	7
Section 3.11. Telephonic Meetings	7
Section 3.12. Quorum of Board	7
Section 3.13. Compensation	7
Section 3.14. Conduct of Meetings	7
Section 3.15. Open Meetings	7
Section 3.16. Action Without a Formal Meeting	8
C. Powers and Duties	8
Section 3.17. Powers	8
Section 3.18. Duties	8
Section 3.19. Right to Disapprove Actions	9
Section 3.20. Management	10
Section 3.21. Accounts and Reports	10
Section 3.22. Borrowing	11
Section 3.23. Rights of the Association	11
Section 3.24. Enforcement	11

Article IV

<u>Officers</u>	12
Section 4.1. Officers	12
Section 4.2. Election and Term of Office	12
Section 4.3. Removal and Vacancies	12
Section 4.4. Powers and Duties	12
Section 4.5. Resignation	13
Section 4.6. Agreements, Contracts, Deeds, Leases, Checks, etc	13
Section 4.7. Compensation	13

Article V

<u>Committees</u>	13
Section 5.1. General	13
Section 5.2. Covenants Committee	13
Section 5.3. New Construction Committee	13
Section 5.4. Modifications Committee	14

Article VI

<u>Miscellaneous</u>	14
Section 6.1. Fiscal Year	14
Section 6.2. Parliamentary Rules	14
Section 6.3. Conflicts	14
Section 6.4. Books and Records	14

Section 6.5. Notices 15

Section 6.6. Amendment 15

BYLAWS
OF
THE HOMEOWNERS
ASSOCIATION OF LONE STAR RANCH, INC.

Article I

Name, Principal Office and Definitions

Section 1.1. Name. The name of the Association shall be The Homeowners Association of Lone Star Ranch, Inc. (the "Association").

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

Section 1.3. Definitions. The words used in these Bylaws shall be given their ordinary, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Residential Properties (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall otherwise require. For purposes of these Bylaws, the term "Member" shall also mean and include the Neighborhood Representative(s) elected by Class "A" Members of a particular Neighborhood, unless the context shall otherwise require.

Article II

Association: Membership, Meetings, Quorum, Voting, Proxies

Section 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 provisions of the Declaration pertaining to membership are specifically incorporated herein by reference.

Section 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 the Board may designate.

Section 2.3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board so as to occur during the second quarter of the Association's fiscal year on a date and at a time set by the Board. Meetings shall be of the Neighborhood Representative(s) and/or of those Members personally entitled to cast votes for their respective Lots.

Section 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 a majority of the Board or upon a petition signed by Neighborhood Representatives and/or Members representing at least ten percent (10%) of the total Class "A" votes of the Association.

Section 2.5. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Neighborhood Representatives and/or Members shall be delivered, either personally, by mail, by facsimile transmission or by electronic mail (if and to the extent allowed by law) to each Neighborhood Representative and/or Member entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

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

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Neighborhood Representative and/or Member at his or her address as it appears on the records of the Association, with postage thereon prepaid.

Section 2.6. Waiver of Notice. Waiver of notice of a meeting of the Neighborhood Representatives and/or Members shall be deemed the equivalent of proper notice. Any Neighborhood Representative and/or Member may, in writing, waive notice of any meeting of the Neighborhood Representatives and/or Members, either before or after such meeting. Attendance at a meeting by a Neighborhood Representative and/or Member shall be deemed waiver by such Neighborhood Representative and/or Member of notice of the time, date and place thereof, unless such Neighborhood Representative and/or Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

Section 2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Neighborhood Representatives and/or Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is not fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Neighborhood Representatives and/or Members in the manner prescribed for special meetings.

The Neighborhood Representatives and/or Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Neighborhood Representatives and/or Members to leave

less than a quorum, provided that any action taken is approved by Neighborhood Representatives and/or Members representing at least a majority of the Class "A" votes required to constitute a quorum and by the Class "B" Member, if such exists.

Section 2.8. Voting. The voting rights of the Members shall be as set forth in the Declaration and these Bylaws, and the Declaration's voting rights provisions are specifically incorporated herein. Unless otherwise required by law or by the Governing Documents, the vote of each Member shall be exercised by a Neighborhood Representative.

Section 2.9. Proxies. Neighborhood Representatives may cast votes in person, by written consent or by proxy. On any matter as to which a Member is entitled personally to cast the vote for the Lot, such vote may be cast in person, by written consent or by proxy, except as specifically provided otherwise in the Governing Documents. All proxies shall be in writing, dated and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 2.10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners or other group, as the context may indicate, totaling more than fifty percent (50%) of the total number.

Section 2.11. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Neighborhood Representatives and/or Members representing at least twenty-five percent (25%) of the total Class "A" votes in the Association and, so long as the Class "B" membership exists, the presence of a duly appointed representative of the Class "B" Member, shall constitute a quorum at all meetings of the Association.

Section 2.12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 2.13. Action Without a Meeting. Any action required by law to be taken at a meeting of the Neighborhood Representatives and/or Members, or any action which may be taken at a meeting of the Neighborhood Representatives and/or Members, may be taken without a meeting if written consent setting forth the action so taken is signed by a sufficient number of Neighborhood Representatives and/or Members as would be necessary to take that action at a meeting at which all of the Neighborhood Representatives and/or Members were present and voted, and any such consent shall have the same force and effect as a unanimous vote of the Neighborhood Representatives and/or Members. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association and shall have the same force as a vote of Neighborhood Representatives and/or Members at a meeting. Each written consent shall bear the date of the signature of each

Neighborhood Representative and/or Member who signs the consent. Within ten (10) days following authorization of any action by written consent, the Association shall give notice to all Neighborhood Representatives and/or Members of the material features of the authorized action.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board, each of whom shall have one vote. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of a Member which is not a natural person, the person designated in writing to the Secretary of the Association as the representative of such Member shall be eligible to serve as a director; provided, no Member may have more than one representative on the Board at the same time, except directors appointed by the Class "B" Member.

Section 3.2. Number of Directors. The Board shall consist of three (3) or five (5) directors, as provided in Section 3.5. The initial Board shall consist of the five (5) directors identified in the Articles of Incorporation.

Section 3.3. Directors During Class "B" Control Period. The directors appointed by the Class "B" Member pursuant to Section 3.5 shall be appointed by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member.

Section 3.4. Nomination and Election Procedures.

(a) Nominations. Nominations for election to the Board may be made from the floor or by a Nominating Committee. The Nominating Committee, if any, shall consist of a chairman, who shall be a director, and two (2) or more Members. The Nominating Committee, if any, shall be appointed by the Board not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. The Board may adopt rules governing the procedures for the nomination of directors.

(b) Election Procedures. Each Member may cast all votes attributed to the Lots which such Member represents for each vacancy to be filled. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled and who receive the greatest number of

votes shall be elected. The directors elected by the Members shall hold office until their respective successors have been elected and qualified. Directors may be elected to serve any number of consecutive terms.

(c) Class "B" Member. The provisions of this Section 3.4 shall not apply to directors appointed by the Class "B" Member.

Section 3.5. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within ninety (90) days after the time that Class "A" Members other than Builders own fifty percent (50%) of the Lots proposed by the Master Plan for the property described in Exhibits "A" and "B" to the Declaration, or whenever the Class "B" Member earlier determines, the Board shall be reduced to three (3) directors and the President shall call for an election to be held at which Class "A" Members shall be entitled to elect one (1) of the three (3) directors, who shall be an at-large director. The remaining two (2) directors shall be appointees of the Class "B" Member. The director elected by the Class "A" Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two (2) years or until the happening of the event described in Subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of the event described in Subsection (b) below, a successor shall be elected for a like term.

(b) Within ninety (90) days after the time that Class "A" Members other than Builders own ninety percent (90%) of the Lots shown on the Master Plan for the property described on Exhibits "A" and "B" to the Declaration, or whenever the Class "B" Member earlier determines, the President shall call for an election at which Class "A" Members shall be entitled to elect two (2) of the three (3) directors, who shall serve as at-large directors. The remaining director shall be an appointee of the Class "B" Member. The directors elected by the Class "A" Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two (2) years or until the happening of the event described in Subsection (c) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in Subsection (c) below, successors shall be elected for a like term.

(c) Until termination of the Class "B" membership, the Class "B" Member shall be entitled to appoint one (1) director. Upon termination of the Class "B" membership, the director appointed by the Class "B" Member shall resign and the remaining directors shall continue to serve until the next annual meeting following the termination of the Class "B" membership, at which time successors shall be elected to fill each of the three (3) positions on the Board.

Upon the expiration of the term of office of each director elected by Class "A" Members, Class "A" Members entitled to elect such director shall be entitled to elect a successor to serve a term of two years; provided, the terms of directors shall be staggered such that no more than two directors serve terms which expire simultaneously. To provide for such staggering, the director receiving the fewest number of votes shall serve an initial one year term. Directors elected by the Class "A" Members shall hold office until their respective successors have been elected and qualified.

Section 3.6. Removal of Directors; Vacancies. Any director elected by the Class "A" Members may be removed, with or without cause, by the vote of the Class "A" Members holding a majority of the votes entitled to be cast for the election of such director. Directors appointed by the Class "B" Member shall not be subject to removal by the Class "A" Members. 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 then and there be elected by the Class "A" Members to fill the vacancy for the remainder of the term of such director.

Any director elected by the Class "A" Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability or resignation of a director elected by the Class "A" Members, a vacancy may be declared by the Board, and it may appoint a successor to serve for the remainder of the term of such director. Alternatively, the Board may call for an election for the purpose of electing a successor to fill any such vacancy on the Board. In such case, the Class "A" Members shall be entitled to elect a successor to serve for the remainder of the term of such director.

B. Meetings.

Section 3.7. Organizational Meetings. The first meeting of the Board following each annual meeting of the Membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 3.8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to directors no less than four (4) days prior to 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.

Section 3.9. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two (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 one of the following methods: (i) by personal delivery; (ii) written notice by first-class mail, postage prepaid; (iii) by 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 (iv) by electronic mail, facsimile, computer, fiber optics or other communication device. All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the records of the Association. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal

delivery, telephone or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

Section 3.10. Waiver of Notice. The transactions of any meeting of the Board, 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 the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 3.11. Telephonic Meetings. Members of the Board or any committee may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can simultaneously communicate with one another. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

Section 3.12. Quorum of Board. At all meetings of the Board, a majority of the directors, including at least one Class "B" Member-appointed director, if any, shall constitute a quorum for the transaction of business, and the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. 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 cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have transacted at the meeting originally called may be transacted without further notice.

Section 3.13. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class "A" vote of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 3.14. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 3.15. Open Meetings. Subject to the provisions of Section 3.16, all meetings of the Board 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 and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc., or matters that are to remain confidential by request of the affected parties and agreement of the Board. The general nature of any business to be considered in executive session must first be announced at the open meeting.

Section 3.16. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a sufficient number of directors as would be necessary to take that action at a meeting at which all of the directors were present and voted, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 3.17. Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Governing Documents or by law directed to be done and exercised exclusively by the Members or the membership generally.

Section 3.18. Duties. The duties of the Board shall include, without limitation, the following:

- (a) preparation and adoption, in accordance with Article X of the Declaration, of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses and any Neighborhood Expenses;
- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board, the annual assessment for each Lot's proportionate share of the Common Expenses shall be payable on January 1 of each year;
- (c) providing for the operation, care, upkeep and maintenance of all of the Area of Common Responsibility;
- (d) designating, hiring and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair and replacement of its property and the Area of Common Responsibility 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) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to operate the Association; provided, any reserve fund may be deposited in the directors' best business judgment, in depositories other than banks;

- (f) making and amending rules and regulations;
- (g) opening of 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 Area of Common Responsibility in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the owners concerning the Association;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- (m) making available to any prospective purchaser of a Lot, any Owner of a Lot, any first mortgagee, and the holders, insurers and guarantors of a first mortgage on any Lot, current copies of the Governing Documents and all other books, records and financial statements of the Association; and
- (n) permitting utility suppliers to use portions of the Area of Common Responsibility reasonably necessary to the ongoing development or operation of the Properties.

Section 3.19. Right to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove any action, policy or program of the Association, the Board and any committee which, in the judgment of the Declarant, would tend to impair rights of the Class "B" Member or Builders under the Declaration or these Bylaws, or interfere with development, construction of any portion of the Properties, or diminish the level of services being provided by the Association.

No such action, policy or program shall be valid, effective or implemented until and unless the following subsections have been met and the Class "B" Member has not exercised its right to disapprove:

- (a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee thereof. Such notice shall be given by certified mail, return

receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies with Sections 3.8, 3.9 and 3.10 and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) Class "B" Member shall have been given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy or program. The Class "A" Member, its representatives or agents, shall make its concerns, thoughts and suggestions known to the Board and/or the members of the subject committee. The Class "B" Member may exercise its right to disapprove at any time within ten (10) days following the meeting at which the such action was proposed or, in the absence of a meeting, within ten (10) days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 3.20. Management. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to its managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board by these Bylaws, other than the powers set forth in Subsections , 3.18(f), 3.18(g) and 3.18(i). The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

Section 3.21. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) 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; anything of value received shall benefit the Association;

(e) 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;

(f) an annual report consisting of at least the following shall be made available to all Members within one hundred twenty (120) days 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. The annual report referred to above shall be prepared on an audited, reviewed or compiled basis, as determined by the Board, by an independent public accountant; provided, upon written request of any holder, guarantor or insurer of any first mortgage on a Lot, the Association shall provide an audited financial statement.

Section 3.22. Borrowing. The Association shall have the power to borrow money for any legal purposes; provided the Board shall obtain Member approval in the same manner provided in Section 10.5 of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year. During the Class "B" Control Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Members representing at least fifty-one percent (51%) of the Class "A" Members.

Section 3.23. Rights of the Association. With respect to the Area of Common Responsibility, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational or other agreements with trusts, condominiums, cooperatives and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of a majority of the total number of directors of the Association.

Section 3.24. Enforcement. The Association shall have the power to impose sanctions for violations of the Governing Documents. The failure of the Board to enforce any provision of the Governing Documents shall not be deemed a waiver of the right of the Board to do so thereafter or of the right to enforce any other violation.

(a) Notice. Prior to imposition of any sanction under the Governing Documents, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board, for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice shall be imposed; provided that the Board or the Covenants Committee, if any, may 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.

(b) Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held before the Covenants Committee, if any, or the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of

any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Person who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, President or Secretary of the Association within thirty (30) days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking restrictions or rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the notice and hearing procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed a trespass.

Article IV

Officers

Section 4.1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected from among the members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 4.2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members, as set forth in Section 3.7.

Section 4.3. Removal and Vacancies. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

Section 4.4. 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 from time to time specifically be conferred or imposed by the Board. The President shall be the chief

executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

Section 4.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6. Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board.

Section 4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.13.

Article V

Committees

Section 5.1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee shall cooperate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board of Directors.

Section 5.2. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Acting in accordance with the provisions of the Declaration, these Bylaws and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.24.

Section 5.3 New Construction Committee. Until one hundred percent (100%) of the Lots shown on the Master Plan have been conveyed to Class "A" Members and each such Lot has been issued a Certificate of Occupancy, the Declarant shall have the right to appoint all members of the New Construction Committee (the "NCC"). The members of the NCC may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The NCC shall consist of at least three, but not more than five Persons. The NCC shall have the exclusive and absolute authority to administer and enforce architectural controls and to review and act upon all applications for original construction within the Properties. There shall be no surrender of this right prior to that time except in a written instrument executed by Declarant and recorded in the Denton County Deed Records. Upon the expiration or surrender of such right, the NCC shall become the province of the Association, and the Board may, at its option,

either appoint the members of the NCC, who shall thereafter serve and may be removed in the Board's discretion, or combine the NCC and the MC into a single architectural review committee which shall assume all powers and responsibilities of both committees under the Declaration.

Section 5.4 Modifications Committee. Within one year of the recording of the Declaration, the Board shall establish, select and appoint, a Modifications Committee ("MC") composed of at least three, but not more than five Persons. The Board may establish the terms of members of the MC and shall have full authority to appoint successors and to remove and replace such members in its discretion. The members of the MC may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The MC shall have limited jurisdiction to review and approve or disapprove (as the case may be) any proposed improvement of an existing Dwelling or additions, modifications, or alterations to existing structures and landscaping on a Lot.

Article VI

Miscellaneous

Section 6.1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas law, the Articles of Incorporation, the Declaration or these Bylaws.

Section 6.3. Conflicts. If there are conflicts between the provisions of Texas law, the Articles of Incorporation, the Declaration and these Bylaws, the provisions of Texas law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

Section 6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Governing Documents, the membership register, books of account, and the minutes of meetings of the Members, the Board and Committees, shall be made available for inspection and copying by any holder, insurer or guarantor of a First Mortgage on a Lot, a Member, or by the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in the Lot. Such inspection shall take place at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall 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 Properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 6.5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first-class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member ; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6.6. Amendment.

(a) By Class "B" Member. Prior to termination of the Class "B" Control Period, the Class "B" Member may unilaterally amend these Bylaws at any time and from time to time. Thereafter, the Class "B" Member may unilaterally amend these Bylaws at any time and from time to time if such amendment is necessary (i) to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulations, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase or guarantee mortgage loans on the Lots. Following termination of the Class "B" Control Period, the Class "B" Member may unilaterally amend these Bylaws for any other purpose, provided the amendment has no material adverse effect upon any right of Member.

(b) By Members. Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least a majority of the total Class "A" votes in the Association, and the consent of the Class "B" Member, if such exists. Notwithstanding the above, 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. Any amendment to be effective must be recorded in the County Clerk Official Records of Denton County, Texas.

If an Member consents to any amendment to these Bylaws, it will be conclusively presumed that such Member has the authority so to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant or the Class "B" Member, or the assignee of such right or privilege.

FARWBWPGBYLAWSLONESTARRANCH2



20060808001135260 08/08/2006 03:32:08 PM AM 1/6

AMENDMENT TO BYLAWS
OF
THE HOMEOWNERS ASSOCIATION
OF
LONE STAR RANCH, INC.
[7-31-06]

REC'D AUG 21 2006

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

This AMENDMENT TO THE BYLAWS OF THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC. ("Amendment") is made to be effective upon the date of recordation in the Real Property Records of Denton County, Texas, by LSR Development, Inc., a Texas corporation (the "Declarant");

WITNESSETH:

WHEREAS, Section 6.6(a) of the Bylaws of The Homeowners Association of Lone Star Ranch, Inc. dated on or about June 25, 2001, and recorded in Volume 4865, Page 1381 *et seq.*, Real Property Records, Denton County, Texas ("Bylaws") provides that the Declarant, as the Class "B" Member may unilaterally amend the Bylaws prior to termination of the Class "B" Control Period; and

WHEREAS, as of the date of this Amendment the Class "B" Control Period has not expired or been terminated;

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. Section 3.3 of the Bylaws is amended to read as follows:

"Section 3.3. Directors During the Class "B" Control Period. The Directors appointed by the Class "B" Members pursuant to Section 3.5 shall be appointed by the Class "B" Members acting in their sole discretion and shall serve at the pleasure of the Class "B" Member who appointed such Director.

2. Section 3.5 of the Bylaws is amended to read as follows:

"Section 3.5. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within ninety (90) days after the time that Class "A" Members other than Builders own fifty percent (50%) of the Lots proposed by the Master Plan for the property described in Exhibits "A" and "B" to the Declaration, or

whenever the Class "B" Members earlier determine, the Board will continue to consist of five (5) directors and the President shall call for an election to be held at which Class "A" Members shall be entitled to elect one (1) of the five (5) directors, who shall be an at-large director and shall be subject to approval by both Class "B" Members. Two (2) of the five (5) directors shall be appointed by Class "B" Member HSM Development, Inc. ("HSM"). Two (2) of the five (5) directors shall be appointed by Class "B" Member Shaddock Developers, Ltd. ("Shaddock"). The director elected by the Class "A" Members shall not be subject to removal by the Class "B" Members and shall be elected for a term of two (2) years or until the happening of the event described in Subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of the event described in Subsection (b) below, a successor shall be elected for a like term.

(b) Within ninety (90) days after the end of the Class "B" Member Control Period (as stated in the Declaration), or whenever the Class "B" Members earlier determines, the President shall call for an election at which Class "A" Members shall be entitled to elect three (3) of the five (5) directors, who shall serve as at-large directors. One of the five (5) directors will be appointed by HSM and the remaining director will be appointed by Shaddock. If one of the Class "B" Members elects to withdraw as a Declarant and Class "B" Member without an early election then the remaining Class "B" Member will appoint the director replacing the director appointed by the withdrawing Class "B" Member. The directors elected by the Class "A" Members shall not be subject to removal by the Class "B" Members and shall be elected for a term of two (2) years or until the happening of the event described in Subsection (c) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in Subsection (c) below, a successor shall be elected for a like term.

(c) After the event described in Subsection (b) above and until termination of the Class "B" Membership of all Class "B" Members, the Class "B" Members shall be entitled to appoint two (2) directors, of which each Class "B" Member remaining shall be entitled to appoint one (1) director, or if there is only one Class "B" Member, such Class "B" Member shall be entitled to appoint the two (2) directors. Upon termination of the Class "B" Membership of all Class "B" Members, the director or directors appointed by the Class "B" Member[s] shall resign and the remaining directors shall appoint their replacements. All directors shall then continue to serve until the next annual meeting following the termination of the Class "B" Membership, at which time successors shall be elected to fill each of the five (5) positions on the Board.

After the Class "B" Membership expires as to the two(2) Class "B" Members, then upon the expiration of the term of office of each director elected by Class "A" Members, shall elect a successor to serve for a term of two (2) years; provided, the terms of directors shall be staggered such that no more than three (3) directors serve terms which expire simultaneously. To provide for such

staggering, the two (2) directors receiving the fewest number of votes shall serve an initial one (1) year term. Directors elected by the Class "A" Members shall hold office until their respective successors have been elected and qualified.

To qualify to serve on the Board of Directors a Member must be in good standing with the Association and not be in default in [i] the payment of assessments or other costs, fees, or fines; and [ii] the compliance with the restrictions, rules, and regulations of the Association.

3. Section 2.11 of the Bylaws is amended to read: "Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Neighborhood Representatives and/or Members representing at least ten (10%) of the total Class "A" votes in the Association and, so long as one or more of the Class "B" Memberships remain, the presence of a duly appointed representative of a Class "B" Member shall constitute a quorum at all meetings of the Association."

4. Section 6.6(a) is amended to provide that during the Class "B" Control Period any Class "B" Member can amend the Bylaws unilaterally insofar as it affects only that party's interest. Any amendments affecting a Class "B" Member's property must have that Class "B" Member's vote and consent.

5. When the term "The Class "B" Member" or "Class "B" Member" is used in the Bylaws it shall be deemed to mean "A Class "B" Member" unless otherwise provided herein.

11. Enforcement. Section 3.24 is amended as follows:

(a) Notice. Prior to imposition of sanctions other than collection of assessments, the Association will give notice in compliance with Section 209.006 of the Texas Property Code, as same may be hereafter amended. Such notice is currently as follows:

[i] Notice will be delivered by certified mail return receipt requested.

[ii] The notice must describe the violation or property damage that is the basis for the sanction, describe the sanction including any amount due to the Association.

[iii] The notice must inform the Owner that the Owner is entitled to a reasonable time to cure the violation and avoid the sanction and that the Owner may request a hearing under Section 209.007 of the Texas Property Code on or before the 30th day after the Owner receives the notice.

(b) Hearing. The Bylaws are supplemented and amended to provide that under Section 209.007, *supra*, the hearing will be held not later than the 30th day after

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 of the hearing and, if requested, the hearing will be postponed for a period of not more than 10 days. Additional postponements may be made by mutual agreement. If the hearing is before the Covenants Committee or other committee appointed by the Board, the notice of hearing shall advise the Owner that he has the right to appeal the committee's ruling to the Board by written notice to the Board as provided in subsection (c) of this Section 3.24.

IN WITNESS WHEREOF, the Declarant LSR Development, Inc. has caused this Amendment to be executed by its duly authorized agent on the date referenced in the acknowledgment below to be effective as of the date recorded in the Real Property Records of Denton County, Texas.

DECLARANT: LSR DEVELOPMENT, INC.,
a Texas corporation

By: [Signature]
D. O. Tomlin III, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 27 day of July, 2006, by D. O. Tomlin III, President LSR Development, Inc., on behalf of said corporation.



[Signature]
Notary Public in and for the State of Texas

JOINDER OF SUCCESSOR DECLARANT
To This
AMENDMENT TO BYLAWS
OF
THE HOMEOWNERS ASSOCIATION
OF
LONE STAR RANCH, INC.

The undersigned hereby joins in the execution of this Amendment as successor in interest to the Declarant named above.

SUCCESSOR DECLARANT: HSM DEVELOPMENT, INC.,
a Texas corporation

By: [Signature]
Name: DANIEL B. McHONEY
Title: VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 7th day of August 2006,
by Daniel B. McHoney the Vice President of HSM Development, Inc., a Texas
corporation, on behalf of said corporation.



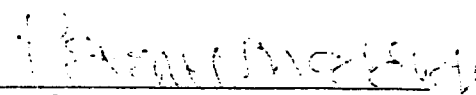
[Signature]
JANE HALLMARK McMAKIN, Notary Public in and for the State of Texas
Notary Public
STATE OF TEXAS
My Comm. Exp. Nov. 12, 2006

JOINDER OF SUCCESSOR DECLARANT
To This
AMENDMENT TO BYLAWS
OF
THE HOMEOWNERS ASSOCIATION
OF
LONE STAR RANCH, INC.

The undersigned hereby joins in the execution of this Amendment as successor in interest to the Declarant named above.

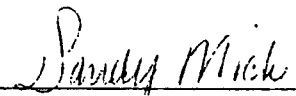
SUCCESSOR DECLARANT: **SHADDOCK DEVELOPERS, LTD.,**
a Texas limited partnership

By: Shaddock Development Company,
a Texas corporation, General Partner

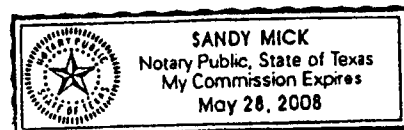
By: 
Name: Peter H. Shaddock
Title: Chief Executive Officer

STATE OF TEXAS §
 §
COUNTY OF DALLAS §
 Collin

This instrument was acknowledged before me on this 27th day of July, 2006, by Peter H. Shaddock, Chief Executive Officer of Shaddock Development Company, a Texas corporation, general partner of Shaddock Developers, Ltd. a Texas limited partnership, on behalf of said entities.

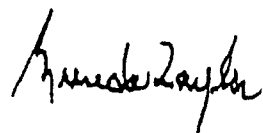

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:



Filed and Recorded
Official Public Records
Brenda Taylor, County Clerk
Collin County, TEXAS
08/08/2006 03:32:08 PM
\$36.00 TFOSTER
20060808001135260





COVENANTS, CONDITIONS & RESTRICTIONS

4865 1290

061496

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LONE STAR RANCH RESIDENTIAL PROPERTIES**

**Riddle & Williams, P.C.
1050 Turtle Creek Centre
3811 Turtle Creek Boulevard
Dallas, Texas 75219**

Table of Contents

	Page
ARTICLE I	
DEFINITIONS	2
Section 1.1 "Access Entity"	2
Section 1.2 "Area of Common Responsibility"	2
Section 1.3 "Articles of Incorporation" or "Articles"	2
Section 1.4 "Association"	2
Section 1.5 "Base Assessment"	2
Section 1.6 "Board of Directors" or "Board"	2
Section 1.7 "Builder"	2
Section 1.8 "Bylaws"	2
Section 1.9 "Cable Television Services"	2
Section 1.10 "Certificate of Occupancy"	3
Section 1.11 "Class 'A' Member(s)"	3
Section 1.12 "Class 'B' Member"	3
Section 1.13 "Class 'B' Control Period"	3
Section 1.14 "Commercial Association"	3
Section 1.15 "Commercial Declaration"	3
Section 1.16 "Committee"	3
Section 1.17 "Common Area"	4
Section 1.18 "Common Expenses"	4
Section 1.19 "Common Services"	4
Section 1.20 "Common Services Easements and Restrictions" or "CSE and R"	4
Section 1.21 "Communication Services"	4
Section 1.22 "Community Intranet Services"	4
Section 1.23 "Community Technology Services"	5
Section 1.24 "Community-Wide Standard"	5
Section 1.25 "Declarant"	5
Section 1.26 "Declarant Mortgagee"	5
Section 1.27 "Design Guidelines"	5
Section 1.28 "Dwelling"	6
Section 1.29 "E-Commerce Transaction Services"	6
Section 1.30 "Excluded Devices"	6
Section 1.31 "Facility or Facilities"	6
Section 1.32 "Golf Course"	7
Section 1.33 "Governing Documents"	7
Section 1.34 "In Gross Easement"	7
Section 1.35 "Internet Bandwidth Access Services"	7
Section 1.36 "Intranet Network"	7
Section 1.37 "Limited Common Area"	7

Section 1.38	"Lot"	7
Section 1.39	"Master Plan"	8
Section 1.40	"Member"	8
Section 1.41	"Modifications Committee" or "MC"	8
Section 1.42	"Mortgage"	8
Section 1.43	"Neighborhood"	8
Section 1.44	"Neighborhood Assessments"	9
Section 1.45	"Neighborhood Association"	9
Section 1.46	"Neighborhood Expenses"	9
Section 1.47	"Neighborhood Representative"	9
Section 1.48	"New Construction Committee" or "NCC"	9
Section 1.49	"Notice of Compliance"	9
Section 1.50	"Owner"	9
Section 1.51	"Person"	9
Section 1.52	"Properties", "Property", "Development" or "Community"	10
Section 1.53	"Resident"	10
Section 1.54	"Security Monitoring Services"	10
Section 1.55	"Security Systems"	10
Section 1.56	"Special Assessment"	10
Section 1.57	"Specific Assessment"	10
Section 1.58	"Supplemental Declaration"	10
Section 1.59	"Telephone Services (local)"	10
Section 1.60	"Telephone Services (long distance)"	10
Section 1.61	"Utility Services"	11
Section 1.62	"Video On Demand Services"	11
Section 1.63	"Unit"	11

ARTICLE II

PROPERTY RIGHTS		11
Section 2.1	Common Area	11
Section 2.2	Limited Common Area	12
Section 2.3	Designation of Limited Common Area	12
Section 2.4	Use by Others	13
Section 2.5	Golf Course	13

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS		13
Section 3.1	Membership	13
Section 3.2	Voting	13
Section 3.3	Neighborhoods	14
Section 3.4	Neighborhood Representatives	15

ARTICLE IV**RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 4.1	Common Area	17
Section 4.2	Personal Property and Real Property for Common Use	17
Section 4.3	Rules and Regulations	17
Section 4.4	Compliance and Enforcement	18
Section 4.5	Implied Rights	18
Section 4.6	Governmental Interests	19
Section 4.7	Indemnification	19
Section 4.8	Dedication of Common Areas	19
Section 4.9	Security	19
Section 4.10	Powers of the Association Relating to Neighborhoods	20
Section 4.11	Use of Recreational Facilities and Common Services	20
Section 4.12	Construction Activities	21
Section 4.13	Relation with Other Properties	21
Section 4.14	Facilities and Services Open to the Public	22

ARTICLE V**MAINTENANCE**

Section 5.1	Association's Responsibility	22
Section 5.2	Owner's Responsibility	22
Section 5.3	Neighborhood's Responsibility	23
Section 5.4	Standard of Performance	25
Section 5.5	Party Walls and Party Fences	25

ARTICLE VI**INSURANCE AND CASUALTY LOSSES**

Section 6.1	Association Insurance	26
Section 6.2	Policy Requirements	26
Section 6.3	Individual Insurance	27
Section 6.4	Liability Insurance	29
Section 6.5	Damage and Destruction	29
Section 6.6	Disbursement of Proceeds	29
Section 6.7	Repair and Reconstruction	30

ARTICLE VII**COMMUNITY INTRANET SERVICES, SECURITY MONITORING SERVICES AND UTILITIES**

Section 7.1	Community Intranet Services	30
Section 7.2	Security Monitoring Services	30
Section 7.3	Maintenance	30
Section 7.4	Easement	31
Section 7.5	Other Communication and Utility Services	31

ARTICLE VIII	
NO PARTITION	31
ARTICLE IX	
CONDEMNATION	31
Section 9.1 Condemnation	31
Section 9.2 Disbursement	32
ARTICLE X	
ANNEXATION AND WITHDRAWAL OF PROPERTY	32
Section 10.1 Annexation by Declarant	32
Section 10.2 Annexation by Association	32
Section 10.3 Withdrawal of Property	33
Section 10.4 Additional Covenants and Easements	33
ARTICLE XI	
ASSOCIATION FINANCES	34
Section 11.1 Assessment	34
Section 11.2 Base Assessment	35
Section 11.3 Neighborhood Assessments	36
Section 11.4 Reserve Budget and Capital Contribution	37
Section 11.5 Special Assessments	37
Section 11.6 Specific Assessments	37
Section 11.7 Neighborhood Associations	38
Section 11.8 Lien for Assessments	38
Section 11.9 Date of Commencement of Assessments	39
Section 11.10 Capitalization of the Association	39
Section 11.11 Exempt Property	39
ARTICLE XII	
ARCHITECTURAL STANDARDS	40
Section 12.1 General	40
Section 12.2 Architectural Review	40
Section 12.3 Guidelines and Procedures	41
Section 12.4 No Waiver of Future Approvals	43
Section 12.5 Variances	43
Section 12.6 Limitation of Liability	43
Section 12.7 Notice of Compliance	43
Section 12.8 Fees; Assistance	44
Section 12.9 Construction Deposit	44
Section 12.10 Enforcement	45
Section 12.11 Notice of Violation	45

Section 12.12 Notices	46
Section 12.13 Builder Performance	46

ARTICLE XIII

USE RESTRICTIONS	46
Section 13.1 General	46
Section 13.2 Residents Bound	47
Section 13.3 Signs	47
Section 13.4 Parking and Prohibited Vehicles	47
Section 13.5 Animals and Pets	48
Section 13.6 Quiet Enjoyment	48
Section 13.7 Unsightly or Unkempt Conditions	48
Section 13.8 Antennas	49
Section 13.9 Clotheslines, Garbage Cans, Tanks, etc	49
Section 13.10 Subdivision and Time Sharing	49
Section 13.11 Firearms	50
Section 13.12 Pools	50
Section 13.13 Irrigation	50
Section 13.14 Tents, Mobile Homes and Temporary Structures	50
Section 13.15 Grading, Drainage and Septic Systems	50
Section 13.16 Sight Distance at Intersections	50
Section 13.17 Utility Lines	51
Section 13.18 Window Air Conditioning Units	51
Section 13.19 Lighting	51
Section 13.20 Artificial Lakes, Exterior Sculpture and Similar Items	51
Section 13.21 Energy Conservation Equipment	51
Section 13.22 Wetlands, Lakes and Other Water Bodies	51
Section 13.23 Playground and Recreational Equipment	51
Section 13.24 Fences	51
Section 13.25 Business Use	51
Section 13.26 On-Site Fuel Storage	52
Section 13.27 Leasing of Lots	52
Section 13.28 Laws and Ordinances	53
Section 13.29 Single Family Occupancy	53
Section 13.30 Mineral Operations	53
Section 13.31 Floodway Restrictions	53

ARTICLE IX

EASEMENTS	53
Section 14.1 Easements of Encroachment	53
Section 14.2 Easements for Utilities, Bicycle Trails, etc.	53
Section 14.3 Easements for Lakes and Pond Maintenance and Flood Water	54
Section 14.4 Easements to Serve Additional Property	55
Section 14.5 Right of Entry	55
Section 14.6 Public Easement	55
Section 14.7 Declarant's Reserved Easement	55

Section 14.8	Retaining Wall/Fence Easements	56
Section 14.9	Access Entity Communication Services and Utility Easements	58
Section 14.10	Granting of Permits, Licenses and Easements	59
Section 14.11	Easements	59

ARTICLE XV

ADDITIONAL RIGHTS RESERVED TO DECLARANT		60
Section 15.1	Assignment	60
Section 15.2	Marketing and Sales Activities	60
Section 15.3	Use of Name of Development	61
Section 15.4	Termination of Rights	61

ARTICLE XVI

GOLF COURSE		61
Section 16.1	General	61
Section 16.2	Conveyance of Golf Course	61
Section 16.3	View Impairment	62
Section 16.4	Easements for Golf Course	62
Section 16.5	Assumption of Risk and Indemnification	62
Section 16.6	Maintenance of Golf Course	63

ARTICLE XVII

GENERAL PROVISIONS		63
Section 17.1	Term	63
Section 17.2	Amendment	63
Section 17.3	Severability	64
Section 17.4	Perpetuities	64
Section 17.5	Litigation	65
Section 17.6	Notice of Sale or Transfer of Title	65

ACKNOWLEDGMENT	66
-----------------------------	-----------

EXHIBITS:

EXHIBIT "A"- Land Initially Submitted
EXHIBIT "B"- Land Subject to Annexation
EXHIBIT "C"- Bylaws of The Homeowners Association of Lone Star Ranch, Inc
EXHIBIT "D"- Articles of Incorporation of The Homeowners Association of Lone Ranch, Inc
EXHIBIT "E"- Initial Design Guidelines
EXHIBIT "F"- Common Services Easements and Restrictions
EXHIBIT "G"- Illustration of Retaining Wall Easements

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LONE STAR RANCH RESIDENTIAL PROPERTIES**

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

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONE STAR RANCH RESIDENTIAL PROPERTIES (this "Declaration") is made this 25th day of June 2001, by LSR DEVELOPMENT, INC., a Texas corporation (hereinafter referred to as "Declarant") whose address is 5580 Peterson Lane, Suite 160, Dallas, Texas 75240. Capitalized terms not otherwise defined in this Declaration shall have the meanings ascribed to them under Article I of this Declaration.

WITNESSETH:

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties, including, without limitation, the technological infrastructure, devices, Communication Services and Utility Services available to and within the Properties, as are now or hereafter subjected to this Declaration.

Declarant hereby declares that all of the property described in Exhibit "A" and any additional property which is hereafter subjected to this Declaration by Supplemental Declaration shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants and conditions, including, without limitation, certain easements and restrictions to facilitate the obtaining and availability of enhanced technological capabilities, including, without limitation, those easements and restrictions set forth in the Common Services Easements and Restrictions and Non-Exclusive License Agreement recorded prior hereto, which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration. This Declaration shall be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

This Declaration does not and is not intended to create a condominium within the meaning of the Texas Uniform Condominium Act, Tex. Prop. Code Ann. §82.001 (Vernon 1995) (the "Condominium Act").

ARTICLE I

DEFINITIONS

The terms in this Declaration and the exhibits to this Declaration shall generally be given their ordinary, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below:

Section 1.1 "Access Entity" shall mean and refer to LSR ACCESS PROPERTIES, LTD., a Texas limited partnership.

Section 1.2 "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other applicable covenants, contracts, or agreements; provided, however, the Association shall be under no obligation and shall not manage, repair, maintain, improve or operate any Facilities situated in the Area of Common Responsibility.

Section 1.3 "Articles of Incorporation" or "Articles" shall refer to the Articles of Incorporation of The Homeowners Association of Lone Star Ranch, Inc., attached hereto as Exhibit "D" and incorporated by reference, as filed with the Secretary of State of the State of Texas.

Section 1.4 "Association" shall refer to The Homeowners Association of Lone Star Ranch, Inc., a Texas non-profit corporation, its successors or assigns.

Section 1.5 "Base Assessment" shall refer to assessments levied on all Lots subject to assessment under Article X hereof to fund Common Expenses for the general benefit of all Lots.

Section 1.6 "Board of Directors" or "Board" shall be the body responsible for administration of the Association, selected as provided in the Bylaws and generally serving the same role as the board of directors under Texas corporate law.

Section 1.7 "Builder" shall mean any Person which purchases one or more Lots within the Properties for the purpose of constructing improvements thereon for later sale to consumers, or who purchases one or more parcels of land within the Properties for further subdivision, development or resale in the ordinary course of such Person's business.

Section 1.8 "Bylaws" shall refer to the Bylaws of The Homeowners Association of Lone Star Ranch, Inc., attached hereto as Exhibit "C" and incorporated by reference, as they may be amended from time to time.

Section 1.9 "Cable Television Services" shall mean and refer to the one-way transmission to users of video programming or other programming services provided through any Facilities related

to such services, together with such user interaction, if any, which is required for the selection or use of the video programming or other programming services.

Section 1.10 "Certificate of Occupancy" shall refer to a certificate or other similar document issued by the City of Frisco or other applicable governmental authority certifying or authorizing a dwelling for occupancy by a single family.

Section 1.11 "Class 'A' Member(s)" shall be all Owners who are subject to membership in the Association except the Declarant until such time as the Class "B" membership terminates and is converted to Class "A" membership at which time the Declarant shall become a Class "A" Member for each Lot, if any, which it owns.

Section 1.12 "Class 'B' Member" shall be the Declarant until such time as the Class "B" membership terminates and is converted to Class "A" membership at which time the Declarant shall become a Class "A" Member for each Lot, if any, which it owns.

Section 1.13 "Class 'B' Control Period" shall refer to the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board. The Class "B" Control Period shall expire upon the first to occur of the following:

(a) 90 days after the date as of which ninety percent (90%) of the Lots permitted by the Master Plan for the property described on Exhibits "A" and "B" have Certificates of Occupancy issued thereon and have been conveyed to Class "A" Members other than Builders;

(b) December 31, 2025; or,

(c) when, in its discretion, the Class "B" Member so determines with the prior written consent of Declarant Mortgagee.

Section 1.14 "Commercial Association" shall mean and refer to Lone Star Ranch Commercial Association, Inc., a to be formed Texas non-profit corporation, which will be created by the Declarant to serve as the mandatory membership owners association having jurisdiction over the commercial properties within the Lone Star Ranch development.

Section 1.15 "Commercial Declaration" shall mean and refer to that Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Commercial Properties which is to be filed in the Deed Records of Denton County, Texas, and will be applicable to the commercial properties within the Lone Star Ranch development and will provide for the administration of such commercial properties and enforcement of the terms of such declaration by the Commercial Association.

Section 1.16 "Committee" shall mean the New Construction Committee or the Modifications Committee, as applicable under the circumstances.

Section 1.17 "Common Area" shall mean (i) those portions, if any, of the Property shown upon any recorded subdivision plat of the Property, or any part thereof (including the initial Plat, which are not Lots (reserving, however, unto Declarant the right to re-plat any of such areas as part of one (1) or more Lots, or otherwise convey or encumber such Property to or in favor of a third party provider of E-commerce Transaction Services), other than portions thereof (such as streets) which are dedicated to the public, whether such plat is heretofore or hereafter recorded, including all improvements and structures constructed or to be constructed thereon, and (ii) such portions of the Property (if any) as are hereafter declared to be "Common Area" by an instrument executed and recorded by Declarant, whether or not such areas comprise part or all of a lot or lots shown upon any recorded subdivision plat of the Property; provided, however, that all parts of the Property, including, without limitation, the Common Area, shall be subject to the Common Services Easements and Restrictions and the Non-Exclusive License Agreement recorded prior hereto.

Section 1.18 "Common Expenses" shall mean the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find to be necessary and appropriate pursuant to the Governing Documents. Common Expenses shall include, without limitation, the costs incurred by the Association to operate and provide Community Intranet Services and Security Monitoring Services, if any, provided for the general benefit of all Owners. Common Expenses shall not include expenses incurred during the Class "B" Control Period for initial development or other original construction costs unless approved by Members representing a majority of the total Class "A" votes of the Association.

Section 1.19 "Common Services" shall mean and refer to any Communication Services and Utility Services.

Section 1.20 "Common Services Easements and Restrictions" or "CSE and R" shall mean and refer to the Common Services Easements and Restrictions made and entered into by and between the Developer and the Access Entity, and recorded in the Office of the Recorder in Denton County, State of Texas, as Instrument Number R0045004, a copy of which is attached as Exhibit "F".

Section 1.21 "Communication Services" shall mean and refer to Cable Television Services, Community Technology Services, E-commerce Transaction Services, Internet Bandwidth Access Services, Community Intranet Services, Telephone Services (local), Telephone Services (long distance), Video On Demand Services, Security Monitoring Services, any other cable or telephone services, any other communication, utility or common functional services together with the Facilities related to such services; provided, however, that the term or phrase "Communication Services" shall not include Excluded Devices.

Section 1.22 "Community Intranet Services" shall mean and refer to the private communications network within the Development that uses substantially the same or similar software that is utilized on the public internet, but that is primarily for use within the Development.

Section 1.23 "Community Technology Services" shall mean and refer to the construction, sale, installation, leasing, licensing, modification, supplementation, maintenance, repair, reconstruction or removal of any device (including, without limitation, any hardware or software device) principally used by individual users for Communication Services.

Section 1.24 "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties, or the minimum standards established pursuant to the Governing Documents, whichever is a higher standard. Such standard shall be established initially by the Declarant and may include both objective and subjective elements. The Community-Wide Standard may evolve and change as development progresses and as the needs and desires within the Properties change. Any determination or interpretation regarding the Community-Wide Standard, including, without limitation, whether the Community-Wide Standard has been met in a particular situation, shall be made by the Board; provided, however, the Community-Wide Standard shall not be applicable to the Access Entity, the Facilities or any provider of Common Services.

Section 1.25 "Declarant" shall refer to (i) LSR Development, Inc., a Texas corporation, and its successors-in-title and assigns, provided any such successor-in-title or assign shall acquire such interest for the purpose of development or sale of all or any portion of the remaining undeveloped or unsold portions of the Properties and is expressly designated as the "Declarant" hereunder in a recorded instrument executed by the immediately preceding "Declarant". Upon designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that there shall be only one "Declarant" hereunder at any given time. The mere transfer of title by Declarant of all or any portion of the Properties shall not confer upon such transferee any right or status as "Declarant" hereunder. Notwithstanding the foregoing, in the event the Declarant Mortgagee forecloses its Mortgage and succeeds to ownership of any portion of the Property securing such Mortgage and/or accepts a deed in lieu of foreclosure in regard to any portion of the Property securing such Mortgage, the Declarant Mortgagee may succeed to the rights of Declarant by recording a written election evidencing its succession to such rights in the Denton County Deed Records.

Section 1.26 "Declarant Mortgagee" shall refer to Beal Bank, S. S. B., or its successor or assign who is expressly designated as the "Declarant Mortgagee" hereunder in a recorded instrument executed by the immediately preceding "Declarant Mortgagee". Upon designation of such successor Declarant Mortgagee, all rights of the former Declarant Mortgagee in and to such status as "Declarant Mortgagee" hereunder shall cease, it being understood that there shall be only one "Declarant Mortgagee" hereunder at any given time. Upon the earlier of (i) Declarant Mortgagee's recording of a release of the Mortgage granted by the Declarant in the Denton County Deed Records or (ii) Declarant's payment in full of the indebtedness secured by such Mortgage, or any renewals, modifications or extensions thereof, the rights of the Declarant Mortgagee under this Declaration shall terminate.

Section 1.27 "Design Guidelines" shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications applicable to most of the aspects of

construction, placement, location, alteration, maintenance and design of any improvements to or within the Properties, and all amendments, bulletins, modifications, supplements and interpretations thereof; provided, however, the Design Guidelines shall not apply to the Facilities, Access Entity or the provision of Common Services. The initial Design Guidelines are attached hereto as Exhibit "E" and incorporated by reference.

Section 1.28 "Dwelling" shall mean and refer to any building or portion of a building situated upon the Properties which is designed and intended for use and occupancy as a residence.

Section 1.29 "E-Commerce Transaction Services" shall mean and refer to transactions conducted over the internet or through internet access, comprising the sale, lease, license, offer or delivery of property, goods, services or information, whether or not for consideration; provided, however, the term or phrase "E-commerce Transaction Services" shall not include Internet Bandwidth Access Services.

Section 1.30 "Excluded Devices" shall mean and refer to any Community Intranet Services device, Security Monitoring Services device, or any other Communication Services device, or Utility Services device, which satisfies both of the following described characteristics:

- (a) The device is nonpermanent. By way of example and not limitation, any device which is affixed to real estate is a permanent device. A nonpermanent device must not, at any time, be affixed to real estate within the Combined Easement Area either by, for example and not limitation, submersion into the ground, screws, bolts, glue or wiring.
- (b) Use of the device must occur primarily outside of the In Gross Easement Area, with use within the In Gross Easement Area being incidental or sporadic.

For example, mobile cellular telephones, pagers, car alarms and portable computer peripherals, which are used primarily outside of the In Gross Easement Area, will generally constitute Excluded Devices. A satellite dish or other means of receiving the transfer of wireless technology shall constitute an Excluded Device if, and only if, installed, operated and maintained in full compliance with the standards and rules promulgated by the Architectural Review Committee and this Declaration. Wireless signals, of any nature, which are not received by any Owners, or on behalf of any Owners or at the request of any Owner(s), within the In Gross Easement Area, shall constitute Excluded Devices.

Section 1.31 "Facility or Facilities" shall mean and refer to the construction, installation, modification, alteration, supplementation, repair, reconstruction or replacement of any and all necessary or desirable hardware or equipment of any type used to provide or otherwise make available any Common Services including, without limitation, cable, wire, fiber, main, pipe, boxes, conduit, manhole, transformers, pumps, amplifiers, dishes, antennae, microwave, satellite, pedestal, equipment enclosures, poles, wireless communication technology, or any other hardware or equipment of any type necessary or desirable to transfer or provide any Common Services,

including, without limitation, communication, video, data, e-commerce, internet, intranet, security systems, communication utility services, information systems, cable television, as well as any other Communication Services or uses for which such hardware or equipment may be used, and further including, without limitation, electricity, water, waste water, gas and any other Utility Services for which such services may be used.

Section 1.32 "Golf Course" shall mean certain real property and related improvements and facilities thereon located adjacent to, in the vicinity of, or within the Properties, which is owned and operated by Persons other than the Association and is operated as a golf course. The reference to a Golf Course in the Governing Documents, in any plat of the Properties or in the Master Plan shall not, under any circumstances, obligate the Declarant to construct such a facility within the Properties or, if constructed, obligate the Declarant to transfer any ownership interest or right to use the Golf Course to any Member of the Association. Notwithstanding, the Golf Course shall be made subject to the Common Services Easements and Restrictions previously recorded.

Section 1.33 "Governing Documents" shall refer to this Declaration and any applicable Supplemental Declaration, the Common Services Easements and Restrictions, the Non-Exclusive License Agreement, the Bylaws, the Articles of Incorporation, the Design Guidelines, and any rules and regulations promulgated thereunder, as each may be supplemented and amended from time to time.

Section 1.34 "In Gross Easement" shall mean the In Gross Easement created for the exclusive use of the Grantee (as that term is defined in the Common Services Easements and Restrictions) pursuant to Section 2.01 of the Common Services Easements and Restrictions.

Section 1.35 "Internet Bandwidth Access Services" shall mean and refer to any service that enables users to access content, information, electronic mail or other services offered over the internet, and may also include access to proprietary content, information and other services as part of a package of services offered to users and any Facilities related to such service; provided, however, that the term or phrase "Internet Bandwidth Access Services" shall not include E-commerce Transaction Services, Telephone Services (local) or Telephone Services (long distance).

Section 1.36 "Intranet Network" shall mean and refer to, but shall not be limited to, the system of communication and technological devices, hardware, programs, wiring and connections which link, or are available for linking, any or all of the Owners(s), one to the other, and providing for community information, access to goods and services, and other general information over the internet within the Development.

Section 1.37 "Limited Common Area" shall refer to a portion of the Common Area primarily benefitting one or more, but less than all, Neighborhoods, as more particularly described in Article II hereof.

Section 1.38 "Lot" shall mean a portion of the Properties, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy as a

residence for a single family. The term shall refer to the land, if any, which is part of the Lot, as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Areas, Limited Common Areas, or property dedicated to the public. In the case of a structure containing multiple dwellings such as a condominium building, each dwelling shall be deemed to be a separate Lot.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain a single Lot until such time as a plat is recorded subdividing all or a portion thereof. Thereafter, the portion encompassed by such plat shall continue to be treated in accordance with this section.

Section 1.39 "Master Plan" shall refer to the master land use plan for the development of the Properties prepared by Carter & Burgess, Inc., a Texas corporation, and dated June 7, 2000, as approved by the appropriate zoning and planning authority, as it may be amended from time to time, which includes all of the property described in Exhibit "A" and all or a portion of the property described in Exhibit "B". Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall exclusion of property described on Exhibit "B" from the Master Plan bar its later annexation, as provided in Article X hereof.

Section 1.40 "Member" shall refer to a Person subject to membership in the Association.

Section 1.41 "Modifications Committee" or "MC" shall mean the committee established by this Declaration and selected by the Board to review plans and applications for modifications and alterations to existing improvements within the Properties (subject to the rights reserved to Declarant in Section 12.2 hereof); provided, however, the Modifications Committee shall not have any authority or jurisdiction over the Access Entity, the Facilities, the Common Services Easements and Restrictions, or any party providing Common Services.

Section 1.42 "Mortgage" shall refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed. A "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

Section 1.43 "Neighborhood" shall refer to a group of Lots designated as a separate Neighborhood under this Declaration. A Neighborhood may be comprised of more than one housing type and may include noncontiguous parcels of property. Where the context permits or requires, the term Neighborhood also shall refer to any Neighborhood Association, if any, having concurrent jurisdiction over the property within the Neighborhood; provided, however, the Neighborhood Association shall not have any jurisdiction over the Access Entity, the Facilities, the Common Services Easements and Restrictions or any other party providing Common Services. Neighborhood boundaries may be established and modified as provided in Section 3.3 hereof.

Section 1.44 "Neighborhood Assessments" shall mean assessments levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Section 11.3 hereof.

Section 1.45 "Neighborhood Association" shall mean a condominium association or other incorporated owners' association, if any, having concurrent jurisdiction (subject to this Declaration and the Common Services Easements and Restrictions) with the Association over any Neighborhood.

Section 1.46 "Neighborhood Expenses" shall mean and include the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Lots within a particular Neighborhood, as may be authorized by this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood. Neighborhood Expenses may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge. Neighborhood Expenses shall not include expenses incurred during the Class "B" Control Period for initial development or other original construction costs unless approved by Members representing a majority of the total Class "A" vote in the applicable Neighborhood.

Section 1.47 "Neighborhood Representative" shall mean the representative elected by the Class "A" Members within each Neighborhood pursuant to Section 3.4 hereof to cast the Class "A" votes attributable to their Lots on all matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the Bylaws). In the event a Neighborhood Association has been created for a Neighborhood, the board of directors of the Neighborhood Association shall be deemed to be the Neighborhood Representatives for that Neighborhood.

Section 1.48 "New Construction Committee" or "NCC" shall mean the committee established by this Declaration and selected by the Board to review plans and applications for the original construction of improvements within the Properties (subject to the rights reserved to Declarant in Section 12.2 hereof) and to administer and enforce the architectural controls described in Article XII hereof. The New Construction Committee shall not exercise jurisdiction or authority over the Access Entity, the Facilities and the Common Services Easements and Restrictions.

Section 1.49 "Notice of Compliance" shall refer to a notice issued by the Committee pursuant to Section 12.7 hereof representing that a particular Lot is in compliance with Article XII hereof.

Section 1.50 "Owner" shall refer to one or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Section 1.51 "Person" shall mean a natural person, a corporation, a partnership, a limited partnership, a limited liability partnership, a trustee, a limited liability company, governmental or municipal body or any other legal entity.

Section 1.52 "Properties", "Property", "Development" or "Community" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration in accordance with Article X hereof.

Section 1.53 "Resident" shall mean and refer to any Person who inhabits a Dwelling, either permanently or temporarily, and may include, without limitation, an Owner or a lessee and their respective families, guests, invitees, servants or employees.

Section 1.54 "Security Monitoring Services" shall mean and refer to the provision of systems, hardwares, devices and wiring within the Dwellings, commercial structures and the Development which enable the monitoring for security purposes of such Dwellings, commercial structures and Development; provided, however, that the term or phrase "Security Monitoring Services" expressly contemplates that a Common Service provider may enter into a third party contract (e.g., a monitoring contract) with a security monitoring company.

Section 1.55 "Security Systems" shall mean and refer to the systems, hardware, devices and wiring, if any, within the Development which enable the monitoring for security purposes of Commercial Structures, Dwellings and of the Development.

Section 1.56 "Special Assessment" shall mean and refer to assessments levied against all Owners or all Owners within a Neighborhood to cover unanticipated expenses or expenses in excess of those budgeted, as described in Section 11.5 hereof.

Section 1.57 "Specific Assessment" shall mean assessments levied in accordance with Section 11.6 hereof.

Section 1.58 "Supplemental Declaration" shall mean an instrument recorded pursuant Article X hereof which subjects additional property to this Declaration and/or designates Neighborhoods and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein; provided, however, additional property subjected to this Declaration must also be made subject to the Common Services Easements and Restrictions prior to being made subject to this Declaration.

Section 1.59 "Telephone Services (local)" shall mean and refer to service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of switches, transmission equipment or any other Facilities (or any combination thereof) by which a user can originate and terminate a telecommunications service.

Section 1.60 "Telephone Services (long distance)" shall mean and refer to telephone services between stations in different exchange areas for which there is made a separate charge not included in contracts with users for exchange service and any Facilities related to such services.

Section 1.61 "Utility Services" shall mean and refer to any sewer, water, gas, electric, any other utility or common functional services provided to the residences and commercial structures (if any) within the Development together with any Facilities related to such services; provided, however, that the term or phrase "Utility Services" shall not mean or refer to or include any "Communication Services."

Section 1.62 "Video On Demand Services". The term or phrase "Video On Demand Services" shall mean and refer to the service of providing video programming to users over networks on an on-demand, or interactive, point-to-point basis, and any Facilities related to such services; provided, however, the term or phrase "Video On Demand Services" shall not include services providing video programming prescheduled by the programming provider, such as Cable Television Services.

Section 1.63 "Unit" shall have that meaning given to it by Section 82.003(a)(23) of the Texas Uniform Condominium Act. Each owner of a Unit in a condominium regime shall be part of the Neighborhood Association having jurisdiction over the condominium (in addition to the Association).

ARTICLE II

PROPERTY RIGHTS

Section 2.1 Common Area. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to:

(a) Declarant's Reserved Easement pursuant to Article XIV, Section 14.7 hereof and any rights of the Access Entity under the Common Services Easements and Restrictions;

(b) This Declaration and any other applicable covenants, as they may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying such property to the Association;

(c) The right of the Board to adopt rules regulating the use and enjoyment of the Common Area and Lots, including rules limiting the number of guests who may use the Common Area; provided, however, the Board shall not have the right to charge admission or otherwise impose any limits or changes whatsoever upon the charges, easements, infrastructure or Facilities for any Common Services, except as provided in Section 14.10 hereof;

(d) The right of the Board to suspend the right of an Owner to vote or to use recreational facilities within the Common Area (i) for any period during which any assessment or other charge against such Owner's Lot remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws;

(e) The right of the Board to dedicate, transfer, all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration and subject to the terms and conditions of the Common Services Easements and Restrictions;

(f) The right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees for the use of any recreational facility situated upon the Common Area; provided, however, the Common Services and Facilities related thereto are not "recreational facilities";

(g) Subject to the terms of Section 2.4 hereof, the right of the Board to permit use of any recreational facilities situated on the Common Area by Persons other than Owners, their families, lessees and guests upon payment of reasonable user fees established by the Board;

(h) The right of the Board to mortgage, pledge or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred; provided, however, the Facilities shall not be encumbered by the Board; and

(i) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Limited Common Areas", as more particularly described in Section 2.2 hereof; provided, however, the Owners shall be under no obligation and shall not manage, repair, maintain, improve and operate any Facilities situated in the Common Areas or Limited Common Areas.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessees of such Lot.

Section 2.2 Limited Common Area. Certain portions of the Common Area may be designated as Limited Common Area and reserved for the exclusive use or primary benefit of Owners and Residents of Lots within a particular Neighborhood or Neighborhoods. By way of illustration and not limitation, an Limited Common Area may include recreational facilities, entry features, landscaped medians and cul-de-sacs, lakes and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement and insurance of an Limited Common Area shall be assessed as a Neighborhood Assessment against the Owners of Lots in those Neighborhoods to which the Limited Common Areas are assigned.

Section 2.3 Designation of Limited Common Area. Initially, any Limited Common Area shall be designated as such and the exclusive use thereof shall be assigned in the deed by which the Declarant conveys the Common Area to the Association or on the subdivision plat relating to such Common Area or on such other recorded instrument deemed appropriate by the Declarant; provided, any such assignment shall not preclude the Declarant from later assigning the use of the same Limited Common Area to additional Lots and/or Neighborhoods, so long as the Declarant has a right to subject additional property to this Declaration pursuant to Section 10.1 hereof.

A portion of the Common Area may be assigned as Limited Common Area and Limited Common Area may be reassigned, upon the approval of the Board and the vote of Members representing a majority of the total Class "A" votes in the Association, including a majority of the Class "A" votes within the Neighborhood(s) affected by such assignment and/or reassignment. As long as the Declarant owns any property described on Exhibit "A" or Exhibit "B" for development and/or sale, any such assignment or reassignment shall also require the written consent of the Declarant.

Section 2.4 Use by Others. The Association may, upon majority vote of the Class "A" members for the Neighborhood(s) to which Limited Common Areas are assigned, permit Owners of Lots in other Neighborhoods to use all or portions of such Limited Common Areas and may require the payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expenses attributable to such Limited Common Areas.

Section 2.5 Golf Course. Access to and use of the Golf Course, if any, is strictly subject to the rules and regulations of the respective owners of the Golf Course, and no Person gains any right to enter or to use those facilities by virtue of membership in the Association or ownership or occupancy of a Lot, as more fully discussed in Article XII hereof.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Membership. Every Owner is a Member of the Association; provided, there is only one membership per Lot. In the event a Lot is owned by more than one Person, all co-Owners shall be entitled to the privileges of membership, subject to reasonable Board regulation and the restrictions on voting set forth in Sections 3.2 and 3.3 hereof and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, manager, or trustee, or by the individual designated from time to time by the Owner in writing provided to the Secretary of the Association.

Section 3.2 Voting. The Association shall have two classes of membership, Class "A" and Class "B".

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall be entitled to one equal vote for each Lot in which they hold the interest required for membership under Section 3.1 hereof, except that there shall be only one vote per Lot and no vote shall be exercised for any property which is exempt from assessment under Section 11.11 hereof. Notwithstanding the foregoing, until acquisition of record title to a Lot by the first Class "A" Member thereof other than a Builder, the Owner of such Lot shall be only entitled to one-half (½) of one vote for such Lot. All Class "A" votes shall be cast as provided in Section 3.2(c) hereof.

In any situation where a Member is entitled personally to exercise the vote for such Member's Lot, and there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being cast. In the absence of such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to appoint a majority of the members of the Board during the Class "B" Control Period, in the manner specified in the Bylaws. In addition, the Class "B" Member shall have a right to disapprove any action of the Board and/or committees as provided in the Bylaws. Additional rights of the Class "B" Member are specified in the relevant sections of the Governing Documents. The membership rights of the Class "B" Member shall be appurtenant to and may not be separated from the rights of the Declarant.

The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

- (i) one (1) year after expiration of the Class "B" Control Period;
- (ii) when, in its discretion, the Declarant so determines and declares in a recorded instrument with the prior written consent of the Declarant Mortgagee.

Upon termination of the Class "B" membership, Declarant shall be a Class "A" Member entitled to one Class "A" vote for each Lot, if any, which it owns.

(c) Exercise of Voting Rights. Until the first election of the Neighborhood Representative(s) for a particular Neighborhood as provided in Section 3.4 hereof, each Class "A" Member within such Neighborhood shall be entitled personally to exercise the vote for such Owner's Lot on any issue requiring a membership vote under the Governing Documents. Thereafter, the vote of each Lot owned by a Class "A" Member shall be exercised by the Neighborhood Representative(s) representing the Neighborhood. The Neighborhood Representative(s) may cast all such votes as he or she, in his or her discretion, deems appropriate.

Section 3.3 Neighborhoods.

(a) In General. Every Lot shall be located within a Neighborhood. Unless and until additional Neighborhoods are established, the Properties shall consist of a single Neighborhood. The Lots within a particular Neighborhood may be subject to covenants in addition to those set forth in this Declaration, including, without limitation, the Common Services Easements and Restrictions and, if required by law or otherwise approved by the Declarant, the Owners within a Neighborhood may be members of a Neighborhood Association in addition to the Association.

(b) Designation. Exhibit "A" to this Declaration and each Supplemental Declaration submitting additional property to this Declaration shall initially assign the property submitted

thereby to a specific Neighborhood (by name or other identifying designation), which Neighborhood may be then existing or newly created. So long as it has the right to subject additional property to this Declaration pursuant to Section 10.1 hereof, the Declarant may unilaterally amend this Declaration or any Supplemental Declaration to create new Neighborhoods or redesignate Neighborhood boundaries; provided, however, Declarant shall not combine two or more Neighborhoods without the consent of the Owners of a majority of Lots in each affected Neighborhood.

(c) Request for Services. The Owners within any Neighborhood may request that the Association provide a higher level of service than that generally provided to all Neighborhoods or may request special services or additional amenities or improvements such as entry features for the benefit of Lots in such Neighborhood; provided, however, such special services, additional amenities or improvements shall not include services provided by the Access Entity or its licensees, assigns, designees or devisees, including, without limitation, Common Services. Upon receipt of a written request signed by Owners representing a majority of the Lots within a Neighborhood specifying the desired services, amenities or improvements, the Board may accept the request and provide the requested items. If provided, the cost of initial construction, maintenance, repair and replacement and otherwise providing for such services, amenities or improvements, which may include a reasonable administrative charge in such amount as the Board deems appropriate, shall be assessed against all of the Lots within such Neighborhood as a Neighborhood Assessment.

Section 3.4 Neighborhood Representatives.

(a) Neighborhood Elections. On or before January 31 of each year, the Board shall call for the election of one or more Neighborhood Representatives from each Neighborhood in which a majority of the Lots in that Neighborhood are owned by Class "A" Members other than Builders as of January 1 of the election year. Annual elections of the Neighborhood Representative(s) shall be set by the Board so as to occur during the first quarter of the Association's fiscal year. At each such election, each Neighborhood in which a majority of the Lots are owned by Class "A" Members other than Builders as of January 1 of the election year shall elect one or more Neighborhood Representatives. In the event a Neighborhood is governed by a Neighborhood Association, the board of directors of the Neighborhood Association in office at the time of the calling of the Neighborhood election shall be deemed to be the Neighborhood Representatives for that Neighborhood and no such Neighborhood election shall be required.

(b) Qualifications: Nomination. Each Neighborhood Representative shall be a Member and must own a Lot in the Neighborhood for which he or she has been elected. In the case of a Class "A" Member which is not a natural person, the Person designated in writing to the Secretary of the Association as the representative of such Member shall be eligible to serve as a Neighborhood Representative. Candidates for election as a Neighborhood Representative may be nominated by the Board, a nominating committee which the Board may appoint, by written request signed by the candidate indicating his or her acceptance of the nomination, or from the floor at a meeting, if any, at which an election is to be held.

(c) Election Procedures. The election of the Neighborhood Representative(s) may be conducted either by written ballot cast by mail, computer (via electronic mail or other transmission device, including the Intranet Network) or at a meeting of the Class "A" Members within such Neighborhood, as the Board determines. Each Class "A" Member who owns a Lot within the Neighborhood shall be entitled to cast that number of votes per Lot owned for each vacancy to be filled as provided under Section 3.2(d) hereof. The candidate(s) receiving the greatest number of votes shall be elected as the Neighborhood Representative(s). Each Neighborhood Representative shall serve a term of two (2) one years or until his or her successor is elected and qualified. The Neighborhood Representative(s) may be elected to serve any number of consecutive terms.

(d) Number. The Class "A" Members within a Neighborhood shall elect one Neighborhood Representative for each 100 Lots within the Neighborhood (rounded to the nearest 100). On all Association matters in which the Neighborhood Representative(s) has the right to vote (see Section 3.2(c) hereof), each Neighborhood Representative shall be entitled to cast that number of votes determined by dividing the total number of Class "A" votes in the Neighborhood by the number of Neighborhood Representatives elected from such Neighborhood, except as otherwise specified in the Governing Documents. In the event that a Neighborhood is governed by a Neighborhood Association, the number of Neighborhood Representatives shall be equal to the number of directors serving on the board of directors for the Neighborhood Association. Each director of the Neighborhood Association shall have the right to cast a pro rata share of the Class "A" votes attributable to that Neighborhood.

(e) Meetings; Quorum. Except as otherwise provided by law, at any meeting of a Neighborhood, the provisions of Article II, Sections 2.2, 2.4, 2.5, 2.6, 2.7, 2.9, 2.10, 2.13 of the Bylaws shall apply, except that the term "Neighborhood Representative" as used in those Sections shall refer to the Class "A" Members within the Neighborhood and references to votes in "the Association" shall refer to the Class "A" votes in the Neighborhood. Except as otherwise provided by law, the presence, in person, by proxy or by written ballot (including ballots received via electronically), of Class "A" Members representing at least 10% of the total Class "A" votes attributable to Lots in the Neighborhood shall constitute a quorum at any Neighborhood meeting. In the event of a failure to obtain a quorum in order to elect a Neighborhood Representative, the Board may appoint the a Neighborhood Representative(s) to represent the Neighborhood until a successor is elected.

(f) Removal; Vacancies. Any Neighborhood Representative may be removed, with or without cause, upon the vote or written consent of Owners representing a majority of the Class "A" votes in the Neighborhood which the Neighborhood Representative represents. In the event of the death, disability or resignation of a Neighborhood Representative, a vacancy may be declared by the Board, and it may appoint a successor to serve for the remainder of the term of such representative; provided, however, that upon written petition of Class "A" Members entitled to cast at least ten percent (10%) of the total Class "A" votes in the Neighborhood, the Board shall call a special meeting of the Neighborhood for the purpose of electing a successor to fill any such vacancy for the remainder of the term. In the event that a Neighborhood is governed by a Neighborhood Association, vacancies on the board of directors of the Neighborhood Association shall be filled in accordance with the provisions of the governing documents of the Neighborhood Association.

(g) Powers and Duties. Neighborhood Representatives shall have the right to notice of Board meetings and to attend such meetings as a representative of their respective Neighborhoods; provided, however, no Neighborhood Representative shall have a right to vote as a Board member, to participate in Board discussions or to attend executive sessions of the Board. Other than the right to exercise voting rights on behalf of Class "A" Members, a Neighborhood Representative shall have no authority to take any action on behalf of the Board or the Owners of Lots in the Properties except as specifically authorized by the Governing Documents or by the instruments governing the Neighborhood Association, if any. The Neighborhood Representative shall keep reasonably informed of decisions of the Board which affect matters relating to the Neighborhood. At least once each year, the Neighborhood Representative shall provide Owners within his or her Neighborhood a written report of matters deemed by the Neighborhood Representative to be of importance to such Owners, including actions taken by the Board which affect the Neighborhood or the Properties in general. Failure to provide such a report, however, shall not affect the validity or enforceability of actions taken by the Board.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 4.1 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings, equipment and common landscaped areas), and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard provided, however, that the Association shall not be responsible for the maintenance of the Facilities, Communication Services or any other Utility Services installed in the Common Area or provided in the Development by the Declarant, Access Entity or their licensees, assigns, designees and devisees.

Section 4.2 Personal Property and Real Property for Common Use. The Association may acquire, hold and dispose of tangible and intangible personal property and real property, subject to such restrictions as are set forth in the Governing Documents. The Declarant and its designees may convey to the Association personal property and fee title, leasehold, or other interests in any improved or unimproved real estate located within the Properties. Upon conveyance or dedication by the Declarant to the Association, such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed of conveyance. Upon written request of the Declarant, the Association shall reconvey to Declarant for no or nominal monetary consideration any unimproved portions of the Properties originally conveyed by Declarant to the Association for no or nominal monetary consideration, to the extent conveyed in error or needed by Declarant to make minor adjustments in property lines.

Section 4.3 Rules and Regulations. The Board may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Such regulations and use restrictions shall be binding upon all Owners, Residents, invitees and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of a majority of the Class "A" Members and the consent of the Class "B" Member, so long as such membership shall exist.

Section 4.4 Compliance and Enforcement. Every Owner and Resident of a Lot shall comply with the Governing Documents. The Association shall be authorized to impose sanctions for violations of the Governing Documents. Sanctions may include, without limitation, the following:

(a) imposing reasonable monetary fines, which shall constitute a lien upon the violator's Lot and the Board may assign the lien rights provided herein to any provider of Intranet or Security Services within the Property, so long as the services are provided for the benefit of the Owners;

(b) suspending an Owner's right to vote;

(c) suspending any Person's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(d) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(e) exercising self-help (specifically including, but not limited to, the towing of vehicles that are in violation of the Governing Documents, removing nonconforming structures and/or improvements pursuant to Section 12.10 and performing maintenance on an Owner's Lot pursuant to Section 5.2);

(f) recording a Notice of Violation pursuant to Section 12.11;

(g) levying a Specific Assessment pursuant to Section 11.6; and

(h) taking any other action to abate a violation of the Governing Documents.

The Board shall afford a violator notice and an opportunity to be heard in accordance with the Bylaws prior to the imposition of any sanction (except the Board may exercise self-help pursuant to subsection 4.4(c) without such notice and hearing), unless the Board determines that an emergency situation exists. In addition to any other enforcement rights, the Association may bring suit in law or in equity, or both, to enjoin any violation or to recover monetary damages, or both. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. If the Association prevails in any action to enforce the Governing Documents, it shall be

entitled to recover all costs, including, without limitation, attorney's fees and court costs reasonably incurred in such action. Failure by the Association to enforce any the foregoing or any other right or remedy of the Association shall in no event be deemed a waiver of the right to do so thereafter.

The Association may, but shall not be obligated to, permit Denton County and the City of Frisco to enforce ordinances on the Properties for the benefit of the Association and its Members.

No action taken under this Section shall abrogate the rights of the Declarant, the Access Entity, its successors, assigns and devisees to enforce a violation of these Declarations that effects its interests under the Common Services Easements and Restrictions.

Section 4.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by the Governing Documents. The Association may also exercise every other right or privilege reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

Section 4.6 Governmental Interests. For so long as the Declarant owns any property described on Exhibit "A" or Exhibit "B", the Association shall permit the Declarant to designate and redesignate sites within the Properties for fire, police, school, water and sewer facilities, public schools and parks, public bicycle and pedestrian pathways and trails, and other public facilities; provided, however, no such designation shall be allowed to interfere with, or lessen, the rights of the Access Entity under the Common Services Easements and Restrictions. The sites may include Common Areas owned by the Association, and in such case no membership approval shall be required and the Association shall dedicate and convey the designated site as requested by the Declarant; provided, however, any dedication or conveyance shall be subject to the rights of the Access Entity under the Common Services Easements and Restrictions.

Section 4.7 Indemnification. The Association shall indemnify every officer, director and committee member to the full extent permitted by Section 1396-2.22.A of the Texas Non-Profit Corporation Act, as amended (but, in the case of any such amendment, only to the extent that such amendment permits broader indemnification than permitted prior to such amendment). Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association.

Section 4.8 Dedication of Common Areas. Subject to such approval requirements as may be set forth in this Declaration, the Association shall have the power to dedicate portions of the Common Areas to the City of Frisco and/or Denton County, Texas, or to any other local, state or federal governmental entity; provided, however, the Association shall not have the power to convey or dedicate to a governmental, municipal or public entity the right to provide, or establish Facilities to provide, Communication Services.

Section 4.9 Security. The Association and/or Declarant may, but shall not be obligated to, maintain or support certain activities within the Properties designed to enhance the security of the Properties, including, without limitation, the providing of Community Intranet Services and Security Monitoring Services. The Association may contract for such Community Intranet Services and Security Monitoring Services from Declarant, its successors, assigns or devisees. The Association's costs associated with the operation of such services, if any, shall be a Common Expense. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT, ACCESS ENTITY, ITS SUCCESSORS, ASSIGNS AND DESIGNEES SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, NOR SHALL SUCH PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

THE ASSOCIATION, DECLARANT, ANY SUCCESSOR DECLARANT, ITS SUCCESSORS, ASSIGNS AND DESIGNEES, AND MODIFICATIONS COMMITTEE MAKE NO REPRESENTATION OR WARRANTY THAT ANY SYSTEMS OR MEASURES, INCLUDING ANY MECHANISM, DEVICE OR PERSON EMPLOYED TO LIMIT OR RESTRICT ACCESS TO THE PROPERTIES CANNOT BE COMPROMISED OR CIRCUMVENTED; OR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ANY CASE PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND ALL TENANTS, GUESTS AND INVITEES OF ANY OWNER, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION, ITS BOARD, COMMITTEE MEMBERS, ITS SUCCESSORS, ASSIGNS AND DESIGNEES, DECLARANT OR ANY SUCCESSOR DECLARANT, ARE NOT INSURERS AND THAT EACH PERSON WITHIN THE PROPERTIES ASSUMES ALL RISKS FOR PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY, INCLUDING LOTS AND THE CONTENTS THEREOF, RESULTING FROM ACTS OF THIRD PARTIES.

Section 4.10 Powers of the Association Relating to Neighborhoods. The Association shall have the power to veto any action taken or contemplated to be taken by any Neighborhood Association which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association shall also have the power to require action to be taken by any Neighborhood Association in connection with its obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefor.

A Neighborhood Association shall take the action specified by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the Neighborhood Association fails to comply, the Association shall have the right to take such action on behalf of the Neighborhood Association and levy Specific Assessments to cover the costs thereof, as well as impose an administrative charge and sanctions.

Section 4.11 Use of Recreational Facilities and Common Services. Each Owner acknowledges that certain recreational facilities including, but not limited to, an amenity center, swimming pools, waterways, playgrounds, sports fields and courts, bike and hike trails, tennis courts and related facilities, skate parks, are or may be provided within the Common Areas for the use and enjoyment of the Owners and Residents, and their respective families, tenants, and invitees. Inclusion of a recreational facility in this Section 4.11 shall not, under any circumstances, obligate the Declarant or the Association to provide such facility, nor shall the omission of any type of recreational facility from this Section 4.11 prevent the Declarant or the Association from providing such facility at a later time. **EACH OWNER HEREBY ACKNOWLEDGES THAT THERE ARE RISKS ASSOCIATED WITH THE USE OF ANY SUCH RECREATIONAL FACILITIES AND CERTAIN COMMON SERVICE FACILITIES THAT ARE OR MAY BE PROVIDED AND THAT ALL USERS OF SUCH FACILITIES ARE SOLELY RESPONSIBLE FOR SUCH RISK. EACH OWNER, BY ACCEPTING A DEED TO A LOT, ACKNOWLEDGES THAT HE OR SHE HAS NOT RELIED UPON ANY REPRESENTATIONS OF DECLARANT OR THE ASSOCIATION WITH RESPECT TO THE SAFETY OF ANY RECREATIONAL FACILITIES, COMMON SERVICE FACILITIES OR OTHER COMMON AREAS WITHIN THE PROPERTIES.**

The Association may, but shall not be obligated to, contract with, employ or otherwise provide, from time to time, a lifeguard or other monitoring personnel or equipment to be present or operational at any recreational facility within the Properties. Each Owner acknowledges that the presence of such personnel shall not create a duty on the part of Declarant or the Association to provide for, insure or guarantee the safety of any user of the facility. Each Owner acknowledges that the presence of such monitoring personnel shall not in any way alter the risks assumed by each Owner, his or her family members, tenants, other Residents of Owner's Lot and guests of any such Persons, which risks shall continue to be assumed by the user of the recreational facility.

Section 4.12 Construction Activities. All Owners are hereby placed on notice that Declarant, any affiliate of Declarant and/or its agents, contractors, subcontractors, licensees and other designees, successors or assignees, may be, from time to time, conducting excavation, construction and other activities within or in proximity to the Properties. By the acceptance of a deed or other conveyance or Mortgage, leasehold, license, easement or other interest, and by using any portion of the Properties, each Owner automatically acknowledges, stipulates and agrees (a) that none of the aforesaid activities shall be deemed nuisances or noxious or offensive activities, under any applicable covenants or at law generally, (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is trespass or otherwise) any property within or in proximity to any portion of the Properties where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours), (c) Declarant, any affiliate of Declarant and all of their agents, contractors, subcontractors, licensees and other designees, successors and assignees, shall not be liable but, rather, shall be held harmless, for any and all losses and damages (compensatory, consequential, punitive or otherwise), injuries or deaths arising from or relating to the aforesaid activities, and (d) any purchase or use of any portion of the Properties has been and will be made with full knowledge of the foregoing.

Section 4.13 Relation with Other Properties. The Association may enter into contractual agreements or covenants to share costs with any neighboring property, including, without limitation, the Commercial Properties or the Golf Course to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of Common Area maintenance; provided, however, the Association shall not have the power to enter into contractual agreements or covenants to share costs for any Communication Services.

Section 4.14 Facilities and Services Open to the Public. Certain facilities and areas within the Properties, excluding any Facilities used for Communication Services or Utility Services, may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example, greenbelts, trails and paths, parks, lakes, and other neighborhood areas conducive to gathering of people, roads, sidewalks and medians. Declarant may designate such facilities and areas as open to the public at the time Declarant makes such facilities and areas a part of the Area of Common Responsibility or the Board may so designate at any time thereafter.

ARTICLE V

MAINTENANCE

Section 5.1 Association's Responsibility. Except as may be otherwise provided by this Declaration or by additional covenants applicable to a Neighborhood, the Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. The Area of Common Responsibility shall include, but need not be limited to:

- (a) all portions of and structures and improvements situated upon the Common Area;
- (b) all landscaping and other flora, parks, lakes, structures and improvements, including any private streets, bike and pedestrian pathways/trails, situated upon the Common Area;
- (c) landscaping within public rights-of-way within or abutting the Properties, and landscaping and other flora within any public or private utility easement within the Properties (subject to the terms of any easement agreement relating thereto);
- (d) such portions of any additional property as may be dictated by this Declaration, any Supplemental Declaration, any covenant to share costs, or any contract or agreement for maintenance thereof entered into by the Association;
- (e) all ponds, lakes, detention areas, wash areas, streams and/or wetlands located within the Properties which serve as part of the storm water drainage system for the Properties, including any improvements and equipment installed therein or used in connection therewith; provided, neither Declarant nor the Association shall have any liability for damage or injury caused by flooding or surface runoff resulting from rainfall or other natural occurrences; and

(f) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association shall have the right to enter upon, for the purpose of maintaining, and may maintain, other property which it does not own, including, without limitation, Lots, or property dedicated to the public, or property owned or maintained by a Neighborhood Association, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. In addition, the Association may enter into contractual agreements or covenants to share costs with other properties or facilities for maintaining and/or operating shared or mutually beneficial properties or facilities; provided, however, the Association shall not enter into contractual agreements or covenants to share costs for Communication Services and the Association shall be under no obligation and shall not manage, repair, maintain, improve and operate any Facilities on or within the Area of Common Responsibility.

The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods of maintenance or repairs or unless Members representing 75% of the Class "A" votes in the Association and the Class "B" Member, if any, agree in writing to discontinue such operation. Except as provided hereinabove, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of Declarant as long as Declarant owns any property described in Exhibit "A" or Exhibit "B" of this Declaration.

The costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense; provided, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, a covenant to share costs, other recorded covenants, or agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Limited Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Lots within the Neighborhood(s) to which the Limited Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

Section 5.2 Owner's Responsibility. Unless the maintenance responsibility is otherwise assumed by or assigned to the Association or Neighborhood Association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Lot, each Owner shall maintain the following items:

(a) his or her Lot and all landscaping, structures, fences, parking areas, sidewalks and other improvements within the boundaries of the Lot, such maintenance to include, without limitation, the following:

- (i) Prompt removal of litter, trash, refuse and waste;
- (ii) Lawn mowing on a regular basis;
- (iii) Tree and shrub pruning;
- (iv) Watering landscaped areas;
- (v) Keeping lawn and garden areas alive, free of weeds and attractive;
- (vi) Complying with all government, health and police requirements;
- (vii) Repair of exterior damages to improvements; and
- (viii) Painting and repainting of improvements as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of such Lot or improvement as determined by the Committee. The approval of the Committee otherwise required herein shall not be required for such repainting so long as neither the color scheme nor the arrangement of the colors of any improvements, nor the color of paint thereon, is substantially altered;

(b) the driveway serving his or her Lot whether or not lying entirely within the Lot boundaries;

(c) all landscaping on that portion of the Common Area or public right-of-way between the Lot boundary and the nearest curb or pavement edge of the adjoining street(s) or alley(s) or the nearest fence, wall or berm constructed on the adjacent Common Area;

(d) all landscaping on that portion of the Common Area or public right-of-way between the Lot boundary and (i) any abutting bank or water's edge of any lake, pond, stream or wetlands area within the Properties, or (ii) any Common Area abutting the bank or water's edge of any lake, pond, stream or wetlands area within the Properties; provided, there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Article XII hereof.

During construction of improvements on a Lot, reasonable care shall be taken by the Owner thereof to protect all public and private streets from decomposition due to construction. During construction, Lots shall be kept as clean as possible to avoid blowing trash and to prevent mud from coming onto other portions of the Development or adjoining properties. Owners shall keep streets reasonably clean and free of dirt/mud and debris during construction periods and neither the Declarant nor the Association shall have responsibility or liability for the streets during construction.

In addition to any other enforcement rights available to the Association, if any Owner fails properly to perform his or her maintenance responsibilities, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment in accordance with Section 11.6 of this Declaration. However, the Association shall afford the Owner at least ten (10) days prior written notice and an opportunity to cure the problem prior to entry, except when immediate entry is required due to an emergency situation.

The Owner shall be under no obligation and shall not manage, repair, maintain, improve and operate any Facilities on or within any Lot.

Section 5.3 Neighborhood's Responsibility. Upon resolution of the Board, or if provided by the Supplemental Declaration pertaining to such Neighborhood, the Owners of Lots within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, screening walls, entry features, right-of-way and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes, ponds or streams within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance is being performed by the Association; provided, however, all Neighborhoods which are similarly situated shall be treated substantially the same with respect to the assignment of payment responsibilities; provided, however, the Neighborhood Association shall be under no obligation and shall not manage, repair, maintain, improve and operate any Facilities.

A Neighborhood Association, if any, shall maintain property it owns and any other property which it has maintenance responsibility in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants.

Section 5.4 Standard of Performance. Unless otherwise specifically provided in the Governing Documents or in other instruments creating or assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement necessary to maintain the property to a level consistent with the Community-Wide Standard. Repair and replacement shall include improvement, if necessary to comply with applicable building codes or other regulations or if otherwise deemed appropriate, in the Board's reasonable discretion. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on such Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XII. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive, and landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance.

Additional recorded covenants applicable to any Neighborhood may establish more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Lots within such Neighborhood and the standards for clearing and maintaining the Lots in the event the structures are not rebuilt or reconstructed.

Section 5.5 Party Walls and Party Fences.

(a) General Rules of Law to Apply. Each wall, fence or driveway built as a part of the original construction on the Lots which shall serve and/or separate any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

(c) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the party structure may restore it. If other Owners thereafter use the party structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Arbitration. Subject to the Common Services Easements and Restrictions and any other enforcement provision of this Declaration, in the event of any dispute arising concerning a party structure, each party shall appoint one arbitrator. Should any party fail and/or refuse to appoint an arbitrator within ten (10) days after written request by the other party, the requesting party shall appoint an arbitrator for the refusing party. The arbitrators appointed shall appoint one additional arbitrator. The decision by a majority of all three arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other. The Association and/or the Declarant shall have no responsibility in resolving any disputes between Members concerning a party structure. If the Access Entity or its designees, assigns or devisees, is a party to any dispute concerning a party structure, this Section 5.5 shall not apply.

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

Section 6.1 Association Insurance. The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(a) Blanket "all-risk" property insurance for all insurable improvements on the Common Area and on other portions of the Area of Common Responsibility to the extent that the Association has assumed responsibility for maintenance thereof in the event of a casualty, regardless of

ownership. If such coverage is not generally available at reasonable cost, then at a minimum an insurance policy providing fire and extended coverage, including coverage for vandalism and malicious mischief shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of the insured property under current building codes and ordinances;

(b) Commercial general liability insurance on the Area of Common Responsibility, 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. If generally available at reasonable cost, such policy shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury and property damage;

(c) Commercial crime insurance, including fidelity insurance, covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment, but not less than an amount equal to one-sixth (1/6) of the annual Base Assessments on all Lots plus reserves on hand. Fidelity insurance policies contain a waiver of all defenses based upon the exclusion of Persons serving without compensation;

(d) Workers' compensation insurance and employers liability insurance, if and to the extent required by law;

(e) Directors and officers liability coverage;

(f) Such additional insurance as the Board, in its business judgment, determines advisable.

Premiums for all insurance on the Area of Common Responsibility shall be a Common Expense, except premiums for insurance on Limited Common Areas may be included in the Neighborhood Expenses of the Neighborhood(s) to which such Limited Common Areas are assigned unless the Board reasonably determines that other treatment of the premiums is more appropriate.

Section 6.2 Policy Requirements. All Association policies shall provide for a certificate of insurance to be furnished to the Association. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful conduct of one or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lot(s) as a Specific Assessment.

All insurance coverage obtained by the Board, whether obtained on behalf of the Association or a Neighborhood, shall be governed by the following provisions:

(a) All policies shall be written with a company authorized to do business in Texas and which satisfies the requirements of FNMA or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate.

(b) All insurance shall be written in the name of the Association as trustee for the benefitted parties. Policies on the Common Area shall be for the benefit of the Association and its Members. Policies secured on behalf of a Neighborhood shall be for the benefit of the Owners of Lots within the Neighborhood and their Mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by individual Owners, Residents or their Mortgagees individually.

(e) No policy may be canceled, invalidated, suspended or subjected to non-renewal on account of any one or more individual Owners (unless such Owner is acting within the scope of its authority on behalf of the Association), or on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter to cure.

(f) All policies shall provide a waiver of subrogation under the policy against any Owner or household member of an Owner.

(g) All policies shall provide that each Owner is an insured Person under the policy with respect to liability arising out of such Owner's interest in the Common Area as a Member in the Association.

The Board shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(a) a waiver of subrogation by the insurer as to any claims against the Board, Association officers, employees and its manager, the Owners and their tenants;

(b) a statement that no policy may be cancelled, invalidated, suspended or subjected to nonrenewal on account of any one or more individual Owners;

(c) a statement that any "other insurance" clause in any policy excludes individual Owners' policies from consideration;

(d) a statement that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification or nonrenewal; and

(e) a cross liability provision.

Section 6.3 Individual Insurance. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners that each Owner shall carry blanket "all-risk" property insurance on its Lot (s) and structures constructed thereon providing full replacement cost coverage (less a reasonable deductible), unless the Association carries such insurance (which they are not obligated to do hereunder); provided, however, the Association shall have no obligation to insure that an Owner is in compliance with this Section 6.3. If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefitted Lot and the Owner.

Section 6.4 Liability Insurance. The Board may, but shall not be obligated to, require an Owner or Builder to obtain a comprehensive general liability policy prior to the commencement of construction or modification of any improvement for which plans and specifications must be submitted to the Committee for approval under this Declaration. Such policy, if required, shall have a combined single limit of not less than One Million Dollars (\$1,000,000.00) covering all losses, damages and claims arising out of the original contractor's or Builder's use of, activities on and/or ownership of the Lot, including property damage, bodily injury and death. Such policy, if required, shall also name the original contractor or Builder, as applicable, as the insured party and the Association as an additional insured. In addition, the original contractor or Builder shall obtain, if required by the Board, worker's compensation insurance, if and to the extent required by law; employer's liability insurance; automobile liability insurance covering all motor vehicles owned, hired or used in connection with the original contractor's or Builder's construction activities in the Properties; and builder's risk insurance covering the original contractor's or Builder's activities in the Properties, all in such amounts as are reasonable to the Association.

A certificate evidencing insurance required to be maintained pursuant to this Section 6.4 shall be provided to the Association prior to the commencement of any construction or modification of an improvement on a Lot, and such insurance shall be maintained in effect so long as the original contractor and/or Builder is engaging in any construction on any Lot within the Properties.

Section 6.5 Damage and Destruction.

(a) In the event of damage to or destruction of Common Area or other property insured by the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damage or destroyed property to substantially the same condition in which it existed prior to the fire or other peril, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage to or destruction of the Common Area shall be repaired or reconstructed unless Members representing at least seventy-five percent (75%) of the total Class "A" votes in the Association, and the Class "B" Member, if any, decide within sixty (60) days after the loss not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period

shall be extended until such funds or information shall be made available. However, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area or common property of a Neighborhood shall be repaired or reconstructed.

(c) If it is determined in the manner described above that the damage or destruction to the Common Area or to the common property of any Neighborhood shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive landscaped condition consistent with the Community-Wide Standard.

Section 6.6 Disbursement of Proceeds. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or for the benefit of its Members or Owners within the insured Neighborhood, as appropriate, and placed in a capital improvements account unless otherwise provided in any Mortgage held by the Declarant Mortgagee, in which case the provisions of such Mortgage shall control the disbursement of such proceeds. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

Section 6.7 Repair and Reconstruction. If the insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without the vote of the Members as required by Section 11.5 hereof, levy a Special Assessment to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.2.

ARTICLE VII

COMMUNITY INTRANET SERVICES, SECURITY MONITORING SERVICES AND UTILITIES

Section 7.1 Community Intranet Services. Declarant may provide or cause to be provided Community Intranet Services and Security Monitoring Services within the Development for the use and benefit of the Owners and Members thereof. Declarant or Declarant's designee, successor or assign shall be the provider of Community Intranet Services and Security Monitoring Services, if any, within the Development in accordance with such terms and conditions as may be agreed upon by the Declarant and the provider.

Section 7.2 Security Monitoring Services. The Security Monitoring Services, if any, shall include both the systems, hardwares, devices and wiring within the Dwellings along with the Common Areas and other areas of the Development. Declarant or Declarant's designee, successor or assign shall be the provider of such Security Monitoring Services, if any, and monitoring thereof within the Development in accordance with such terms and conditions as may be agreed upon by the Declarant and the provider.

Section 7.3 Maintenance. Declarant or Declarant's designee, successor or assign will maintain the Facilities necessary to provide the Community Intranet Services and Security Monitoring Services, if any, within the Development which may include maintenance to all hardware, software, wiring, connections, devices and other components necessary for the operation of the Community Intranet Services and Security Monitoring Services, if any, in accordance with such terms and conditions as may be agreed upon by the Declarant and the provider.

Section 7.4 Easement. Declarant or Declarant's designee, successor or assign hereby reserve the right to access and subject the Development to restrictions pursuant to Declarant's Reserved Easements (as described in Section 14.7) over all of the Lots, Common Areas, other easements, rights-of-way and the Development for maintenance and upkeep of the Community Intranet Services and Security Monitoring Services and the Facilities necessary for such services, if any. Such easements shall run with the land and be binding upon the Association and the heirs, successors and assigns of the individual Owners and Members.

Section 7.5 Other Communication and Utility Services. Declarant, or Declarant's designee, successor or assigns, may provide other Communication Services and Utility Services to the Dwellings and the Development including, but not limited to, local and long distance telephone service, cable television, gas, electric and water.

ARTICLE VIII **NO PARTITION**

Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action seeking judicial partition without the written consent of all Owners and Mortgagees. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

ARTICLE IX **CONDEMNATION**

Section 9.1 Condemnation. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least sixty-seven percent (67%) of the total Class "A" votes in the Association and of the Declarant, as long as the Declarant owns any property described on Exhibit "A" or Exhibit "B") by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as set forth in this Article.

Section 9.2 Disbursement. If the taking involves a portion of the Common Area on which improvements have been constructed, then the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking, Declarant, so long as the Declarant owns any property described in Exhibit "A" or Exhibit "B" of this Declaration, and Members representing at least sixty-seven percent (67%) of the total Class "A" vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions in Article VI hereof regarding the disbursement of funds for the repair of casualty damage or destruction shall apply.

If the taking or conveyance does not involve any improvements on the Common Area or a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

No part of this Article IX or Declaration shall prevent the Access Entity, its successor, assigns or designees from pursuing its own remedy for condemnation of any Facilities in the Development. Any damages awarded for condemnation of the Facilities shall be the property of the Access Entity, its successors, assigns or designees.

ARTICLE X

ANNEXATION AND WITHDRAWAL OF PROPERTY

Section 10.1 Annexation by Declarant. Upon the prior written consent of the Declarant Mortgagee, the Declarant shall have the right, until all property described on Exhibit "B" attached hereto has been subjected to this Declaration or December 31, 2025, whichever is earlier, to subject to the provisions of this Declaration all or any portion of the property described in Exhibit "B" or any property contiguous to the property described in Exhibit "B". The Declarant may transfer or assign this right to any other Person who is the developer of at least a portion of the real property described in Exhibit "A" or Exhibit "B". Such transfer or assignment shall be memorialized in a written, recorded instrument executed by the Declarant.

Such annexation shall be effective upon the recording of a Supplemental Declaration annexing such property in the County Clerk Official Records of Denton County, Texas. Such Supplemental Declaration shall not require the consent of any other Person, but shall require the consent of the owner of such property, if other than Declarant.

Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration or to develop any of the property described in Exhibit "B" in any manner whatsoever.

Section 10.2 Annexation by Association. Upon the prior written consent of the Declarant Mortgagee, the Association may subject additional property to the provisions of this Declaration by recording a Supplemental Declaration describing the additional property. Such annexation shall

require the affirmative vote or written consent of Members representing at least a majority of the Class "A" votes of the Association and the consent of the owner of said property. In addition, so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 10.1 of this Article, the prior written consent of the Declarant and the Declarant Mortgagee, if any, shall also be required.

The Supplemental Declaration shall be signed by the President and the Secretary of the Association, by the owner of the property and by Declarant, if Declarant's consent is required.

Section 10.3 Withdrawal of Property. Upon the prior written consent of the Declarant Mortgagee, the Declarant shall have the right to amend this Declaration so long as it has the right to annex property pursuant to Section 10.1, for the purpose of removing from the provisions of the Declaration any portion of the Properties which has not been improved with structures, provided such withdrawal does not reduce the total number of Lots then subject to the Declaration by more than ten percent (10%) and does not prejudice the rights of the Access Entity, its successors, assigns or designees, under the Common Services Easements and Restrictions. Such amendment shall not require the consent of any Person other than the owner of the property to be withdrawn, if such owner is not Declarant. If the property is Common Area, the Board must also consent to such withdrawal.

Section 10.4 Additional Covenants and Easements. Upon the prior written consent of the Declarant Mortgagee, Declarant may subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the levying of Neighborhood Assessments against the Owners within such Neighborhood. Such additional covenants and easements may be set forth in a Supplemental Declaration applicable to such property. If the Declarant does not own the property, then the written consent of the owner shall be necessary to the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property; provided, however, the Supplemental Declaration shall not prejudice the rights of the Access Entity, its successors, assigns or designees under the Common Services Easements and Restrictions.

No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records.

ARTICLE XI

ASSOCIATION FINANCES

Section 11.1 Assessment.

(a) Personal Obligation. The Declarant and each Owner, by accepting a deed for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized by the Governing Documents. All assessments, together with interest (at a rate not to exceed ten percent (10%) per annum, or such higher rate as the Board may establish by resolution, subject to the limitations of Texas law), late charges as determined by Board resolution, costs and reasonable attorney's fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Except as provided in Section 11.8, upon the transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments or charges due at the time of conveyance.

(b) Estoppel Certificate. The Association shall, within ten (10) days of a demand, furnish to any Owner, or a Mortgagee or other Person authorized by the Owner, a certificate in writing signed by an officer of the Association, or a duly authorized agent, setting forth the amount of any unpaid assessments against the Owner's Lot and any other additional information which is required to be provided under law. Such certificate shall be conclusive evidence of such Owner's assessment obligation as of the date of the certificate. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(c) Time of Payment. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Neighborhood Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

(d) No Exemption. No Owner may waive or otherwise exempt himself from liability for any assessments by non-use of Common Area, abandonment of the Lot or any other reason. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association or for inconvenience or discomfort arising from the making of repairs or improvements, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority or for any other action taken or failed to be taken by the Association.

(e) Budget Deficits. During the Class "B" Membership, the Declarant may satisfy its assessment obligations of its Lots either by paying assessments on its unsold Lots in the same manner as any other Owner or by paying the difference between the amount of assessments (exclusive of reserve contributions) levied on all other Lots subject to assessment and the amount of actual expenditures (exclusive of reserve contributions) incurred by the Association during the fiscal year (the "budget deficit"). Unless the Declarant otherwise notifies the Board in writing at

least sixty (60) days before the beginning of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of such election, the Association shall have a lien against all Lots owned by the Declarant to secure the Declarant's obligations under this Section, which lien shall have the same attributes and shall be enforceable in the same manner as the Association's lien against other Lots under this Article. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Class "B" Membership, Declarant shall pay assessments on its unsold Lots in the same manner as any other Owner.

Section 11.2 Base Assessment.

(a) Budget. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses of the Association during the coming year, including any contributions to a reserve fund.

(b) Computation. The Base Assessment shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce the total income of the Association equal to the total budgeted Common Expenses, including reserves; provided, however, that until the initial acquisition of record title to a Lot by the first Class "A" Member thereof other than a Builder, the Owner of such Lot shall be assessed at a rate equal to fifty percent (50%) of the assessment rate for other Lots. In determining the level of assessments, the Board may consider other sources of funds available to the Association, the number of Lots subject to assessment under Section 11.9 hereof on the first day of the fiscal year for which the budget is prepared, the number of Lots owned by Builders and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

(c) Notice; Disapproval. The Board shall send notice of the amount of the Base Assessment to be levied pursuant hereto, to each Owner at least thirty (30) days prior to the effective date of such assessment. The Base Assessment shall automatically become effective on the stipulated effective date of such assessment unless theretofore disapproved at a meeting by Members representing at least seventy-five percent (75%) of the total Class "A" votes in the Association and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the Base Assessment except on petition of the Members as provided for special meetings in the Bylaws, which petition must be presented to the Board within ten (10) days after delivery of the notice of any Base Assessment.

In the event a proposed Base Assessment is disapproved or the Board fails for any reason to determine the budget and Base Assessment for any year, then and until such time as a budget and Base Assessment shall have been determined, the budget and Base Assessment most recently in effect shall continue in effect until a new budget and Base Assessment are determined.

(d) Budget Revisions. The Board may revise the budget and adjust the Base Assessment from time to time during the fiscal year, subject to the notice requirements and the right of the Members to disapprove the revised Base Assessment as set forth above.

(e) Declarant Subsidy. The Declarant may reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 11.1(e) above), which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in the Declarant's absolute discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not otherwise obligate the Declarant to continue payment of such subsidy in future years, unless provided in a written agreement between Declarant and the Association.

Section 11.3 Neighborhood Assessments.

(a) Budget. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year, including any contributions to a reserve fund for capital items maintained as a Neighborhood Expense. Each such budget shall include any costs for additional services or amenities or a higher level of services which have been approved by the Owners in such Neighborhood and accepted by the Association pursuant to Section 3.3(c).

(b) Computation. Neighborhood Expenses shall be allocated equally among all Lots within the Neighborhood, except that any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefitted Lots in proportion to the benefit received, if so specified in the Supplemental Declaration applicable to such Neighborhood or if so directed by petition signed by a majority of the Owners within the Neighborhood.

(c) Notice; Disapproval. The Board shall send notice of the amount of the Neighborhood Assessment for the coming year to each Owner in the Neighborhood at least thirty (30) days prior to the beginning of the fiscal year. Such budget shall become effective unless disapproved in writing by the Owners of at least seventy-five percent (75%) of the Lots in the Neighborhood(s) to which the Neighborhood Assessment applies within twenty (20) days of the date of delivery of such notice. This right to disapprove shall only apply to those Neighborhood Expenses which are attributable to services or amenities requested by the Neighborhood and shall not apply to any item which the Governing Documents require to be assessed as a Neighborhood Assessment.

In the event the proposed assessment for any Neighborhood is disapproved or the Board fails for any reason to determine the budget and Neighborhood Assessment for any year, then and until such time as a budget and Neighborhood Assessment shall have been determined, the budget and Neighborhood Assessment most recently in effect shall continue in effect until a new budget and Neighborhood Assessment are determined.

(d) Budget Revisions. The Board may revise the budget for any Neighborhood and adjust the amount of any Neighborhood Assessment from time to time during the year, subject to the notice requirements and the right of Owners within the affected Neighborhood to disapprove the revised budget and Neighborhood Assessment as set forth above.

(e) Use of Neighborhood Assessments. All amounts collected by the Association as Neighborhood Assessments shall be expended solely for the benefit of the Neighborhood for which they were collected and shall be accounted for separately from the Association's general funds.

Section 11.4 Reserve Budget and Capital Contribution. The Board shall annually prepare reserve budgets for both the Area of Common Responsibility and for each Neighborhood for which the Association maintains capital items as a Neighborhood Expense. The reserve budgets shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board may set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, with respect both to amount and timing of annual Base Assessments or Neighborhood Assessments, as appropriate, over the period of the reserve budget.

Section 11.5 Special Assessments. In addition to other assessments authorized hereunder, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of the amount budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against the Lots within any Neighborhood, if such Special Assessment is for Neighborhood Expenses. Except as otherwise provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent, or any combination thereof, of Members (if a Common Expense) or Owners within the affected Neighborhood(s) (if a Neighborhood Expense) representing at least fifty percent (50%) of the total number of votes cast with respect to such Special Assessment, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special assessments may be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

Section 11.6 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(a) to cover costs incurred in bringing a Lot into compliance with the provisions of the Governing Documents;

(b) to cover the costs of providing benefits, items or services not provided to all Lots, such as landscape maintenance, child care, pest control service, security and transportation services; such assessments may be levied in advance of the provisions of the requested benefit, item or service as a deposit against charges to be incurred;

(c) for fines levied pursuant to the Governing Documents;

(d) for any other cost or expense authorized by the Governing Documents to be levied against an Owner and his or her Lot.

Section 11.7 Neighborhood Associations. Each Neighborhood Association, if any, shall be responsible for collecting and paying over to the Association all assessments and other charges levied by the Association on individual Lots or Units within the respective Neighborhood. The Neighborhood Association may allocate the assessments levied by the Association against Owners within the Neighborhood Association in any manner desired by the Neighborhood Association and authorized by the governing documents of the Neighborhood Association. Any Owner within a Neighborhood Association may discharge the Association's lien securing payment of the assessment by paying the Association all amounts allocated to his or her Lot or Unit, and such payment shall reduce the amount due from the Neighborhood Association in the amount of such payment.

If a Neighborhood Association fails to remit payment to the Association all assessments levied by the Association against Owners within the Neighborhood, the Association may, in addition to its remedies against the delinquent Owner, suspend the voting rights of the Neighborhood Representatives for such Neighborhood.

Section 11.8 Lien for Assessments. The Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest (subject to the limitations of Texas law), late charges, and costs of collection (including attorney's fees). Such lien shall be prior and superior to all other liens, except (a) the liens of all taxes, bonds, assessments and other levies which by law would be superior thereto, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment and judicial or non-judicial foreclosure in accordance with Texas law.

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 the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability or priority of the lien. The lien may be foreclosed through judicial or, to the extent allowed by law, non-judicial foreclosure proceedings in accordance with Section 51.002 et seq. of the Texas Property Code (the "Foreclosure Statute"), as it may be amended from time to time, in like manner of any deed of trust on real property. In connection with the lien created herein, each Owner of a Lot hereby grants to the Association, whether or not it is so expressed in the deed, the contract for sale or other conveyance to such Owner, a power of sale to be exercised in accordance with the Foreclosure Statute. At any foreclosure proceeding, any Person may bid for the Lot at foreclosure sale and acquire, hold, lease, mortgage and convey the Lot. While the Association owns the Lot following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue to recover a money judgment for unpaid assessments and other charges without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any post-sale assessments. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure of a first Mortgage shall extinguish the lien as to any installments of such assessments which became due prior to such sale or transfer. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or non-judicial foreclosure of the Mortgage, it shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses, collectible from Owners of all Lots subject to assessment under this Section 11.9, including such acquirer, its successors and assigns.

Section 11.9 Date of Commencement of Assessments. Unless otherwise provided in a Supplemental Declaration, the obligation to pay assessments shall commence as to each Lot on the first day of the month following: (i) the month in which the Lot is made subject to this Declaration, or (ii) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment and Neighborhood Assessment, if any, levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

Section 11.10 Capitalization of the Association. Upon the initial acquisition of record title to a Lot by the first Owner thereof other than the Declarant or a Builder, a contribution shall be made by or on behalf of such first Owner to the working capital of the Association in an amount equal to one-sixth (1/6th) of the annual Base Assessment per Lot for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into an account and disbursed therefrom to the Association for use in covering expenses incurred by the Association pursuant to the terms of the Governing Documents.

Section 11.11 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments, Neighborhood Assessments and Special Assessments:

- (a) all Common Area and property comprising the Area of Common Responsibility;
- (b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets and public parks, if any;
- (c) any property owned by any Neighborhood Association for the common use and enjoyment of its members, or owned by the members thereof as tenants-in-common; and
- (d) any property which is not subject to this Declaration including, without limitation, the property subject to the Commercial Declaration and the Golf Course, if any.

In addition, the Declarant and/or the Association shall have the right to grant exemptions to certain Persons qualifying for tax exempt status under Section 501(c) of the Internal Revenue Code of 1986 so long as such Person owns property subject to this Declaration for purposes listed in Section 501(c).

ARTICLE XII

ARCHITECTURAL STANDARDS

Section 12.1 General. No structure shall be placed, erected or installed upon any Lot and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration or modification of existing improvements, and planting or removal of landscaping materials) (collectively, the "Work") shall take place except in compliance with this Article and the Design Guidelines.

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect, unless otherwise acceptable to the Modifications Committee.

This Article shall not apply to the activities of the Declarant nor to improvements to the Common Area by or on behalf of the Association, including the Access Entity, its successors, assigns and designees and any Facilities installed in the Development.

This Article may not be amended without the Declarant's written consent so long as the Declarant owns any portion of the Properties.

Section 12.2 Architectural Review.

(a) New Construction. Until one hundred percent (100%) of the Lots shown on the Master Plan have been conveyed to Class "A" Members and each such Lot has been issued a Certificate of Occupancy, the Declarant shall have the right to appoint all members of the New Construction Committee (the "NCC"). The members of the NCC may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The NCC shall consist of at least three, but not more than five Persons. The NCC shall have the exclusive and absolute authority to administer and enforce architectural controls and to review and act upon all applications for original construction within the Properties. There shall be no surrender of this right prior to that time except in a written instrument executed by Declarant with Declarant Mortgagee's prior written consent and recorded in the Denton County Deed Records. Upon the expiration or surrender of such right, the NCC shall become the province of the Association, and the Board may, at its option, either appoint the members of the NCC, who shall thereafter serve and may be removed in the Board's discretion, or combine the NCC and the MC (as hereinafter defined) into a single architectural committee which shall assume all powers and responsibilities of both committees under this Declaration.

(b) Modifications. Within one year of the recording of this Declaration, the Board shall establish, select and appoint, a Modifications Committee ("MC") composed of at least three, but not more than five Persons. The Board may establish the terms of members of the MC and shall have full authority to appoint successors and to remove and replace such members in its discretion. The members of the MC may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The MC shall have limited jurisdiction to review and approve or disapprove (as the case may be) any proposed improvement of an existing Dwelling or additions, modifications, or alterations to existing structures and landscaping on a Lot.

(c) Committee. For purposes of this Article, the term "Committee" shall refer to either the NCC and/or the MC, as applicable under the circumstances.

Section 12.3 Guidelines and Procedures.

(a) Design Guidelines. The Declarant shall prepare the initial design and development guidelines and application and review procedures (the "Design Guidelines") which shall be applicable to all construction activities within the Properties. The initial Design Guidelines are attached to this Declaration as Exhibit "E". Declarant shall have the sole and full authority to amend them as long as it owns any portion of the Properties unless Declarant assigns such right to the Board at an earlier time. Thereafter, the Board shall have the authority to amend the Design Guidelines. Any amendments to the Design Guidelines shall be prospective only and shall not apply or require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; Declarant or the Board, as appropriate, is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon location and unique characteristics.

The Association shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties, and all such Persons shall conduct their activities in accordance with such Design Guidelines.

(b) Procedures. Except as provided in this Article XII, no Work shall commence on any Lot until an application for approval has been submitted to and approved by the Committee. Notwithstanding the above, an Owner may repaint the exterior of a structure in accordance with originally approved color scheme and rebuild in accordance with originally approved plans and specifications without first seeking such approval. No approval shall be required to remodel, repaint or redecorate the interior of structures on his Lot. However, modifications to the interior of screened porches, patios and similar portions of a Lot visible from outside the Lot shall be subject to approval.

Plans and specifications for certain improvements specifically identified in the Design Guidelines as not requiring prior approval need not be submitted to or approved in writing by the

Committee prior to an Owner's right to construct or install such improvement on the Owner's Lot; provided, however, that any such improvement and the installation thereof strictly conforms to the requirements of this Declaration and the Design Guidelines. The Declarant and/or the Association shall have all the rights of enforcement as set forth in the Governing Documents against any Owner who installs any improvement which is not in strict conformity with this Declaration and the Design Guidelines.

Any application for approval shall be in the form required by the Committee and shall include plans and specifications ("Plans") showing the site layout, external design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout and screening therefor, and other features of proposed construction, as applicable. The Committee may require the submission of such additional information as it deems necessary to consider any application. The Plans shall be in such form and shall contain such information as may reasonably be required pursuant to the Design Guidelines.

In reviewing each submission, the Committee may consider (but shall not be limited to consideration of) visual and environmental impact, ecological compatibility, natural platforms and finished grade elevations, the quality of workmanship and design, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, architectural merit and compliance with the general intent of the Design Guidelines and the general scheme of development for the Properties. Decisions of the Committee may be based on purely aesthetic considerations.

A schedule and procedures outlining the specified Plans to be submitted at specific times shall be established by the Committee and may be set forth in the Design Guidelines. The Committee shall, within thirty (30) days after receipt of each required submission of Plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission of (i) the approval of Plans or (ii) the disapproval of Plans, specifying the segments or features of the Plans which are objectionable and suggestions, if any, for the curing of such objections. In the event the Committee fails to advise the submitting party by written notice within the time set forth above of either the approval or disapproval of the Plans, the applicant may give the Committee written notice of such failure to respond, stating that, unless the Committee responds within ten (10) days of receipt of such notice, approval shall be deemed granted. However, no Plans, whether expressly approved or deemed approved pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing pursuant to Section 12.5 hereof.

(c) Appeal Process. Within ten (10) days after the Committee's disapproval of final plans, specifications and surveys, the applicant may make a written request for a hearing before the Committee to reconsider the application. If the applicant timely requests a hearing under this Section 12.3(c), the hearing shall be held in executive session of the Committee, affording the applicant a reasonable opportunity to be heard. The Committee shall notify the applicant in writing of its decision within ten (10) days after the hearing. If the hearing was held before the MC, the Owner shall have the right to appeal the MC's decision to the NCC. If the hearing was held before the NCC, the Owner shall have the right to appeal the NCC's decision to the Board. To perfect the right

to appeal either the MC's or the NCC's decision, a written notice of appeal must be received by the Board within ten (10) days after the date of the written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as the hearing before the Committee.

(d) Time of Completion. All Work shall be completed within one (1) year of commencement of construction or such shorter period as the Committee may specify in the notice of approval, unless completion within such time is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the Committee.

Section 12.4 No Waiver of Future Approvals. The Committee's approval of any Plans for any Work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar Plans or other matters subsequently or additionally submitted for approval.

Section 12.5 Variances. The Committee may authorize variances from compliance with the Design Guidelines and any required procedures when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations so require. Such variances shall not, however, (i) be effective unless in writing; (ii) be contrary to the restrictions set forth in this Declaration; or (iii) estop the Committee from denying a variance in other circumstances. 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 shall not constitute hardships.

Section 12.6 Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Committee shall not bear any responsibility for ensuring (i) structural integrity or soundness of approved construction or modifications, (ii) compliance with building codes and other governmental requirements, or (iii) conformity of quality, value, size or design among Lots. The Committee's approval of any application shall not be deemed to be a representation or warranty that the construction or modification of any improvement pursuant to such approval will be free of defects in the quality of materials or labor provided or in its design. Each Owner should obtain whatever soils reports, foundation studies, and/or engineering studies the Owner deems necessary to determine the adequacy of construction of any improvement prior to the purchase of a Lot. Without limitations, neither the Declarant, the Association, the Board, the Committee nor member of any of the foregoing, shall be held liable for soil conditions, drainage or other general site work, or for any defects in Plans revised or approved hereunder, or for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

Section 12.7 Notice of Compliance. In the event that an Owner intends to transfer title to a Lot, the Owner must request the Committee to issue a Notice of Compliance representing that the books and records of the Association do not reflect a violation of this Article. The Association is not required to inspect the Lot at any time before or after issuing a Notice of Compliance. This request must be made in writing at least twenty (20) days prior to the date of the proposed transfer. The

Committee shall, at least ten (10) days prior to the date of the proposed transfer, either issue the Notice of Compliance or notify the Owner in writing of the basis for non-issuance. This notice shall include a description of the violation(s) and the action necessary to correct the violation(s). In the event the Committee fails to either issue the Notice of Compliance or advise the Owner by written notice of the basis for its non-issuance within the time set forth above, the Owner may give the Committee written notice of such failure to respond, stating that, unless the Committee responds within five (5) days of receipt of such notice, compliance with this Article shall be deemed to exist. The issuance or deemed issuance of a Notice of Compliance shall estop the Association from taking enforcement action with respect to any violation of this Article existing at the time of the issuance or deemed issuance of the Notice of Compliance, except as to those violations actually known to the Owner or transferee. In the event an Owner transfers title to a Lot without obtaining a Notice of Compliance, the transferee shall be responsible for correcting the violation(s) and shall be subject to all the remedies available to the Association to enforce violations of this Article.

In addition to the foregoing, any Owner may request, from time to time, that the Committee issue a Notice of Compliance with respect to his or her Lot. The Association shall either grant or deny such request within ten (10) days after receipt of the written request. If the request is granted, the Committee shall have ten (10) days from the acceptance of the request to either issue the Notice of Compliance or notify the Owner in writing of the basis for non-issuance. This notice shall include a description of the violation(s) and the action necessary to correct the violation(s). In the event the Committee fails to either issue the Notice of Compliance or advise the Owner by written notice of the basis for its non-issuance within the time set forth above, the Owner may give the Committee written notice of such failure to respond, stating that, unless the Committee responds within five (5) days of receipt of such notice, compliance with this Article shall be deemed to exist. The issuance or deemed issuance of a Notice of Compliance shall estop the Association from taking enforcement action with respect to any violation of this Article existing at the time of the issuance or deemed issuance of the Notice of Compliance, except as to those violations actually known to the Owner.

Section 12.8 Fees; Assistance. The Committee may establish and charge reasonable fees for review of applications and the issuance of a Notice of Compliance hereunder and may require such fees to be paid in full prior to review of any application or the issuance of a Notice of Compliance. Such fees may include the reasonable costs incurred in having any application reviewed or Lot inspected by architects, engineers, agents or other professionals, although nothing shall be construed herein as requiring the review of applications by such professionals or the physical inspection of a Lot prior to issuance of a Notice of Compliance.

Section 12.9 Construction Deposit. In order to insure an Owner's compliance with this Declaration, the Design Guidelines and the rules and regulations promulgated thereunder, each Owner of a Lot situated immediately adjacent to the Common Properties, or any portion thereof, shall pay to the Association a construction deposit, in an amount established by the Board from time to time, upon the Owner's submission of final plans and specifications for the construction or modification of an improvement under this Article. This deposit is in addition to any such deposit required under a separate agreement between an Owner and the Declarant. No such deposit shall

be required for the construction or installation of improvements which are exempt from the submission and approval requirements of this Declaration pursuant to Section 12.3. In the event the Committee disapproves of the final plans and specifications, the Association shall promptly return the construction deposit to said Owner upon receipt of the Owner's written request to do so. If said plans and specifications are approved, the entire construction deposit shall be held by the Association until construction of the improvement is completed in accordance with the approved plans as determined by the Board in its sole discretion. The Association shall release the construction deposit to the Owner, less any funds expended or reserved by the Association pursuant to this Section, within thirty (30) days of receipt of written notice from the Owner of completion of the improvement.

The Association may, without waiving any other remedy provided by this Declaration or by law, draw upon the construction deposit or withhold the release of the deposit as necessary to cover, among other things (i) the cost or anticipated cost to repair damage to the Common Properties caused by the Owner, his contractors, subcontractors, agents or employees, (ii) the cost or anticipated cost to perform the care, maintenance or repairs required to be performed by an Owner pursuant to this Declaration and any rules promulgated thereunder, and (iii) the cost or anticipated cost to restore an Owner's Lot to a condition existing prior to the commencement of nonconforming work (including, without limitation, the demolition and removal of any unapproved or nonconforming improvement). If any part of the construction deposit is applied by the Association, the Owner shall, immediately upon demand, deposit with the Association a sum equal to the amount so applied in order to restore the construction deposit to its original amount.

Section 12.10 Enforcement. Any Work performed in violation of this Article or the Design Guidelines shall be deemed nonconforming. Upon written request from the Board, the Declarant or the Committee, Owners shall, at their own cost and expense, cure such nonconforming Work or remove such structure or improvement and restore the Lot to substantially the same condition as existed before the nonconforming Work. Should an Owner fail to remove or restore as required hereunder, the Declaration, the Association or the designees of either of them, shall have the right to enter the Lot and remove or cure the violation. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the nonconforming Lot and collected as a Specific Assessment pursuant to Section 11.6 hereof.

In the event that any Person fails to commence and diligently pursue to completion all approved Work, Declarant or the Association shall be authorized, after providing notice and an opportunity to cure to the Owner, to enter upon the Lot and remove or complete any incomplete Work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment pursuant to Section 11.6.

In addition to the foregoing, the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Committee.

Section 12.11 Notice of Violation. To evidence any violation of this Article or Article XII by any Owner, the Board may file, but is not required to file, in the Deed Records of Denton County, Texas, a notice of violation setting forth (i) the violation, (ii) the name of the Owner and Lot, and

(iii) a sufficient legal description of the Lot. Such notice shall be signed and acknowledged by an officer or duly authorized agent or attorney of the Association. The cost of preparing and recording such notice may be assessed against the non-conforming Lot and collected as a Specific Assessment pursuant to Section 11.6 hereof.

Section 12.12 Notices. Any notice under this Article shall be deemed to have been given at the time the envelope containing such notice, properly addressed and postage prepaid, is deposited with the United States Postal Service, or at the time it is delivered by facsimile transmission, with proof of receipt. Personal delivery of such written notice shall also be sufficient and shall be deemed to have been given at the time of delivery. The date of receipt shall be the date of actual receipt of such notice if the notice is personally delivered or sent by facsimile transmission (provided that any facsimile transmission sent after 5:00 p.m. shall be deemed received on the next business day), or three (3) days after the postmark date, whichever is sooner.

Section 12.13 Builder Performance. Neither the Association, the NCC, the MC or the Declarant, nor any affiliate of Declarant, as hereinafter defined, are a co-venturer, partner, agent, employer, stockholder or affiliate of any kind of or with any Builder, nor is any Builder an agent of Declarant or an affiliate of Declarant. Therefore, the Association, the NCC, the MC the Declarant and affiliates of Declarant shall not be responsible for, or guarantors of, performance by any Builder of all or any of its obligations to any Owner pursuant to any contracts for the sale or construction of a Dwelling or Lot or otherwise. Neither the Association, the NCC, the MC or the Declarant nor any affiliates of Declarant has made, or have made, any warranty or representation with respect to performance by any Builder under any contract or otherwise.

Such Owner acknowledges and agrees that neither the Association, the NCC, the MC or the Declarant nor any affiliate of Declarant share any liability or obligation to Owner, related to or arising out of any contract with a Builder or otherwise, by reason of any failure by a Builder fully and adequately to perform its obligations to Owner. Owner further acknowledges and agrees that Owner has not, in entering into any contract with a Builder, relied upon any representations, oral or written, of the Association, the NCC, the MC, the Declarant or any affiliate of Declarant or any salesperson.

ARTICLE XIII

USE RESTRICTIONS

Section 13.1 General. The Properties shall be used only for residential, recreational and related purposes (which may include, without limitation, technological infrastructure and devices, and Communication Services and Utility Services, an information center and/or a sales office for any real estate broker retained by Declarant to assist in the sale of any portion of the Properties, offices for any property manager, or business offices for Declarant, the Access Entity or their respective successors or assigns, or the Association) consistent with the Governing Documents.

Section 13.2 Residents Bound. All provisions of the Governing Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Residents, guests and invitees of any Lot; provided, however, this Article shall be subject to the rights of the Access Entity or its successors, assigns or designees under the Common Services Easements and Restrictions and the Non-Exclusive License Agreement previously recorded. Every Owner shall cause all Residents of his or her Lot to comply with the Governing Documents. Every Owner shall be responsible for all violations and losses to the Common Area caused by such Residents, notwithstanding the fact that such Residents of a Lot are fully liable and may be sanctioned for any such violation or loss.

Section 13.3 Signs. Except for signs of the Declarant, the Access Entity or their successors, assigns or designees, and the Association, no sign of any kind shall be displayed to the public view on the Common Area without the prior written approval of the Committee. No signs of any kind shall be displayed to the public view on a Lot except for the following: (i) one (1) sign of not more than six (6) square feet advertising a Lot for rent or sale; (ii) signs used by the Declarant or by a Builder to advertise the Community during the development, construction and sales periods, including entry, directional and advertising signs; (iii) political signs advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than a reasonable period of time (in no event to exceed thirty (30) days in advance of the election to which they pertain and are removed within five (5) days after the election); (iv) personal signs indicating school affiliations, birth announcements and similar type signs; (v) contractors' signs used for advertising work performed on a Lot provided that such signs shall not be erected more than thirty (30) days following installation of the sign or completion of the work, whichever occurs first; and (vi) signs indicating that a Residence is monitored by a security company.

The Association shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. If permission is granted to any Person to erect a sign upon the Common Area, the Committee reserves the right to restrict the size, color, lettering and placement of such sign. The Board and the Declarant shall have the right to erect signs as they, in their discretion, deem appropriate.

Section 13.4 Parking and Prohibited Vehicles.

(a) Parking. Parking on the streets shall be restricted in accordance with the laws, statutes, ordinances and rules of the state and municipal governments applicable to the Properties. However, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules. The Declarant and/or the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules.

(b) Prohibited Vehicles. Except as otherwise approved by the Board or the Committee, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, golf carts, stored vehicles, inoperable vehicles, tractors, mobile

homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and watercraft trailers shall be parked only in enclosed garages or other areas, if screened from view from streets. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days. For purposes of this Section, a vehicle shall be considered "inoperable" if it is obviously not capable of being operated as a vehicle or if it does not have current registration or operating licenses. Notwithstanding the above, service and delivery vehicles may be parked in the Properties for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with Texas law.

Section 13.5 Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Properties, except that a reasonable number of dogs, cats or other usual and common household pets may be permitted on a Lot. Notwithstanding the above, those pets which are permitted to roam free or, in the sole discretion of the Board, endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Residents of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined whenever outside the Dwelling or the enclosed portion of the Lot.

Section 13.6 Quiet Enjoyment. Nothing shall be done or maintained on any part of a Lot which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort or serenity of the Residents of other Lots. There shall not be maintained any plants or animals or device or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties.

No noxious, illegal or offensive activity shall be carried on upon any portion of the Properties, which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance or nuisance to Persons using the Common Area or to the Residents of other Lots. No outside burning of trash or garbage shall be permitted within the Properties. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. The use and discharge of firecrackers and other fireworks is prohibited within the Properties.

Section 13.7 Unsightly or Unkempt Conditions. All portions of a Lot outside of enclosed structures shall be kept in a clean and tidy condition at all times. Nothing shall be done, maintained, stored or kept outside of enclosed structures on a Lot which, in the determination of the Board, causes an unclean, unhealthy or untidy condition to exist or is obnoxious to the senses. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or

frequent basis and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

No Person shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances in any drainage ditch, stream, pond or lake, street or gutter, or anywhere on the Common Areas. Such materials shall not be disposed of on any portion of the Properties without the prior permission of the Owner thereof.

Section 13.8 Antennas. No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed or maintained upon any portion of the Properties, except that (i) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; (ii) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; or (iii) antennas or satellite dishes designed to receive television broadcast signals [(i), (ii) and (iii) are collectively referred to as "Permitted Devices"] shall be permitted, provided that any such Permitted Device is placed in the least conspicuous location on the Lot at which an acceptable quality signal can be received and is not visible from neighboring property or is screened from the view of adjacent Lots in a manner consistent with the Community-Wide Standard and the Design Guidelines.

Section 13.9 Clotheslines, Garbage Cans, Tanks, etc. Permanent clotheslines and clothesline supports are not permitted. All garbage cans, above-ground storage tanks, mechanical equipment and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the Lot. All rubbish, trash and garbage shall be stored in appropriate containers approved pursuant to Article XII. All rubbish, trash and garbage shall regularly be removed from the Properties and shall not be allowed to accumulate. Garbage and trash cans may be placed at the curbside or other designated pickup location not more than twenty-four (24) hours prior to the pickup time and must be removed within twelve (12) hours after pickup.

Section 13.10 Subdivision and Time Sharing. No Lot shall be subdivided into two or more Lots, nor shall two or more Lots be combined into a single Lot, nor shall a Lot have its boundary lines changed after a subdivision plat including such Lot has been approved and recorded except with the prior written approval of the Board. Declarant, however, hereby expressly reserves the right to subdivide, change the boundary line of and replat any Lot(s) owned by Declarant. Notwithstanding the combination of two or more Lots into a single Lot, the Owner of the combined Lot(s) shall be obligated to pay the Base Assessment, or any Special Assessment or Neighborhood Assessment, based upon the number of Lots originally comprising the Lot as shown on the original approved and recorded plat of the portion of the Properties including such Lots.

No Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years.

Section 13.11 Firearms. The discharge of firearms and use of bows and arrows within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained in the Governing Documents, the Association shall not be obligated to take action to enforce this Section.

Section 13.12 Pools. No above-ground swimming pools shall be erected, constructed or installed on any Lot. Jacuzzis, whirlpools or spas approved pursuant to Article XII shall not be considered an above-ground pool for the purposes of this Section.

Section 13.13 Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, ponds, lakes, wetlands or other surface water within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the Board or its designee. However, the Declarant and the Association shall have the right to draw water from such sources for the purpose of irrigating the Area of Common Responsibility. All private wells shall be subject to approval in accordance with Article XII of this Declaration.

Section 13.14 Tents, Mobile Homes and Temporary Structures. Except as may be permitted by the Declarant or the Committee during initial construction within the Properties, no tent, shack, mobile home, storage shed or structure of a temporary nature shall be placed upon a Lot or any part of the Properties without prior approval pursuant to Article XII hereof, except that party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board and "pup" tents may be erected in the rear portion of a Lot for no more than 24 hours; provided, however, the Declarant, Access Entity, or its successors, assigns or designees shall be able to utilize temporary structures for the establishment of Communication Service Facilities.

Section 13.15 Grading, Drainage and Septic Systems. No Person shall alter the grading of any Lot without prior approval of the local municipality. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. The Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. However, the exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any adjacent property without the Owner's consent. Septic tanks and drain fields, other than those installed by or with the consent of the Declarant, are prohibited within the Properties. This Section shall remain subject to the Common Services Easements and Restrictions, the Non-Exclusive License Agreement and Section 14.11(a) of this Declaration.

Section 13.16 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight line problem.

Section 13.17 Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction.

Section 13.18 Window Air Conditioning Units. No window air conditioning units may be installed in any dwelling or structure on a Lot.

Section 13.19 Lighting. Except for traditional holiday decorative lights, which may be displayed for five (5) weeks prior to and two (2) weeks after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with Article XII of this Declaration.

Section 13.20 Artificial Lakes, Exterior Sculpture and Similar Items. No artificial lakes, vegetation, permanent or temporary flagpoles, exterior sculpture, fountains, flags, birdhouses, birdbaths, other decorative embellishments, or similar items, shall be permitted unless approved in accordance with Article XII of this Declaration.

Section 13.21 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee pursuant to Article XII hereof. No windmills, wind generators or other apparatus for generating power from the wind shall be erected or installed on any Lot.

Section 13.22 Wetlands, Lakes and Other Water Bodies. Unless otherwise designated by the Board in writing, all wetlands, lakes, ponds and streams within the Properties, if any, shall be aesthetic amenities only and no other use thereof, including, without limitation, fishing, skiing, swimming, boating, playing or use of personal flotation devices, shall be permitted without the prior approval of the Board. The Association shall not be responsible for any loss, damage or injury to any Person or property arising out of the authorized or unauthorized use of lakes, ponds or streams within the Properties. No docks, piers or other structures shall be constructed on or over any body of water within the Properties, except such as may be constructed by the Declarant or the Association.

Section 13.23 Playground and Recreational Equipment. No jungle gyms, swing sets, basketball hoops and backboards, similar playground equipment, tennis courts or such other recreational equipment shall be erected or installed on any Lot unless approved in accordance with Article XII hereof. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user. The Association shall not be held liable to any Person for any claim, damage or injury occurring thereon or related to use thereof.

Section 13.24 Fences. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Lot except as approved in accordance with Article XII.

Section 13.25 Business Use. No business, trade or similar activity may be conducted in or from any Lot, except that an Owner or Resident residing in a Lot may conduct business activities within the Lot 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 Lot, (ii) the business activity conforms to all

zoning requirements for the Properties, (iii) the business activity does not noticeably increase the level of vehicular or pedestrian traffic or the number of vehicles parked in the Properties, (iv) the business activity does not involve door-to-door solicitation of residents of the Properties, (v) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board, or (vi) the business of operating and maintaining Communication Services and Facilities.

Garage sales, moving sales, rummage sales, or similar activities on any Lot shall be subject to such restrictions as may be imposed by the Board from time to time, including restrictions on the number and the days during the year in which such sales may occur.

The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full or part time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Notwithstanding the above, the leasing of a Lot shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Lots which it owns within the Properties.

Section 13.26 On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties. However, up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 13.27 Leasing of Lots. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any Person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. Lots may be leased only in their entirety. No fraction or portion may be leased. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board. No transient tenants may be accommodated in a Lot. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Governing Documents. The Board may adopt reasonable rules regulating leasing and subleasing.

Section 13.28 Laws and Ordinances. Every Owner and Resident of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties. Any violation may be considered a violation of this Declaration. However, the Association shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 13.29 Single Family Occupancy. No Lot shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of Persons related by blood, adoption or marriage living with not more than one Person who is not so related as a single household unit, or no more than two Persons who are not so related living together as a single household unit, and the household employees of either such household unit; provided, however, that nothing herein shall be interpreted to restrict the ability of one or more adults meeting the definition of a single-family from residing with any number of Persons under the age of eighteen (18) over whom such Persons have legal authority.

Section 13.30 Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any Lot. No derrick or other structure designed for use in boring for water, oil, natural gas or other minerals shall be erected and maintained or permitted on any Lot.

Section 13.31 Floodway Restrictions. No structures may be built on that portion of any Lot which lies within a flood-way or flood plain. Any landscaping or other improvements made to any such part of the Lots, and any alterations thereon, shall be subject not only to approval of the Declarant (or the Association), but also to the prior approval of the appropriate Texas environmental agency, its successors and assigns, and all other governmental agencies having jurisdiction thereof.

ARTICLE IX

EASEMENTS

Section 14.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of the Person claiming the benefit of such easement.

Section 14.2 Easements for Bicycle Trails, etc. There are hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibit "A" or Exhibit "B" of this Declaration, the Association and the designees of each (which may include, without limitation, Denton County, Texas) access and maintenance easements upon sole under all of the Properties (but

not through a structure) to the extent reasonably necessary for the purpose of replacing, repairing and maintaining roads, walkways, bicycle and pedestrian pathways and trails, lakes, ponds, wetlands, drainage systems, street lights, signage and for the purpose of installing any of the foregoing on any of the Properties or within easements designated for such purposes on recorded plats of the Properties. Notwithstanding anything to the contrary herein, these easements shall not entitle the holders to construct or install any of the foregoing facilities over, under or through any existing Dwelling on a Lot and any damage to a Lot resulting from the exercise of these easements shall promptly be repaired by, and at the expense of, the Person exercising these easements. The exercise of these easement shall not unreasonably interfere with the use of any Lot.

Section 14.3 Easements for Lakes and Pond Maintenance and Flood Water. The Declarant reserves for itself and its successors, assigns and designees the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams and wetlands located within the Area of Common Responsibility to (i) install, keep, maintain and replace pumps and related equipment; (ii) construct, maintain and repair any bulkhead, levee, wall, dam or other structure retaining water, and (iii) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration. The Declarant's rights and easements provided in this Section shall be transferred to the Association at such time as the Declarant shall cease to own any property subject to the Declaration, or such earlier time as Declarant may elect, in its sole discretion, with Declarant Mortgagee's prior written consent, to transfer such rights by a written instrument. The Declarant, the Association and their designees shall have an access easement over an across any of the Properties abutting or containing any portion of any of the lakes, ponds, streams or wetlands to the extent reasonably necessary to exercise their rights under this Section.

There is further reserved herein for the benefit of Declarant, the Association and their designees, a perpetual, non-exclusive right and easement of access and encroachment over the Common Area and Lots (but not the Dwellings thereon) adjacent to or within fifty (50) feet of lake beds, ponds and streams within the Properties, in order to (i) temporarily flood and back water upon and maintain water over such portions of the Properties, (ii) fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the lakes, ponds, streams and wetlands within the Area of Common Responsibility, (iii) maintain and landscape the slopes and banks pertaining to such lakes, ponds, streams and wetlands and (iv) enter upon and across such portions of the Properties for the purpose of exercising its rights under this Section. All Persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage from flooding due to heavy rainfall or other natural disasters.

All lakes and wetlands within the Properties are designed as water management areas and not for as aesthetic features. Because of fluctuations in water elevations within the immediate area, the water level of lakes, creeks, and streams will rise and fall. Declarant has no control over such elevations. Therefore, each Owner releases Declarant and the local municipality, and their affiliates, successors and assigns, from and against any and all losses, claims, demands, damages, costs, and expenses of whatever nature or kind, including attorney's fees and costs and appellate fees and costs, related to or arising out of the water elevations, including the absence of any water in the lakes,

creeks, streams and ponds. Neither the Association nor any Owner shall alter, modify, expand, or fill any lakes or wetlands located on or in the vicinity of the Properties, without the prior written approval of the Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" for development as part of the Properties, and such local, state, and federal authorities as may have jurisdiction over such matters.

Section 14.4 Easements to Serve Additional Property. The Declarant and its duly authorized agents, representatives and employees, as well as its successors, assigns, licensees and mortgagees, shall have and hereby reserve an easement over the Common Area for the purposes of enjoyment, use, access and development of the additional Property described in Exhibit "B" attached hereto and incorporated herein, whether or not such additional Property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on the additional Property; provided, however, any installation or connecting of utilities is subject to the terms and conditions of the Governing Documents, the Common Services Easements and Restrictions and the Non-Exclusive License Agreement recorded prior hereto. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of the additional Property. Declarant further agrees that if the easement is exercised for permanent access to the additional Property and such additional Property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns, shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving the additional Property.

Section 14.5 Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance pursuant to Article V hereof, and to inspect for the purpose of ensuring compliance with the Governing Documents; provided, however, the Association shall have no right to interfere with, repair, maintain or disrupt any Facilities or Communication Services. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any Dwelling without permission of the Owner except by emergency personnel acting in their official capacities. The easement granted hereunder shall not create an obligation or duty on the part of Declarant or the Association to provide for the safety or security within the Properties.

Section 14.6 Public Easement. There is hereby reserved to the benefit of Declarant, the Association and their designees, a perpetual, non-exclusive right and easement of public ingress and egress over any public bicycle and pedestrian pathways and trails. This easement shall not imply any right of public use of the Common Area or improvements thereon.

Section 14.7 Declarant's Reserved Easement. Notwithstanding any provisions contained in the Declaration to the contrary, Declarant hereby expressly reserves unto itself and its successors and assigns a nonexclusive, perpetual right, privilege, and easement with respect to the Property,

including, but not limited to, utilities and technology infrastructure, for the benefit of Declarant and its designees, successors and assigns over, under, in, and on the Property, without obligation and without charge to Declarant, for the purposes of construction, installation, relocation, development, sale, maintenance, repair, replacement, use and enjoyment and otherwise dealing with the Property and any other property now owned or which may in the future be owned by Declarant (collectively, "Declarant's Reserved Easements"). The Declarant's Reserved Easements shall constitute a burden on the title to all or any portion of the Property and specifically includes, but is not limited to:

- (a) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, and in all or any portion of the Property; and the right to tie into any portion of the Property with driveways, parking areas, Streets (as defined in Section 14.11(d)), the drainage system and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over all or any portion of the Property;
- (b) the right to construct, install, replace, relocate, maintain, repair, use and enjoy signs, model residences, sales offices, construction offices and business offices as, in the sole opinion of Declarant, may be required, convenient or incidental to the construction and sale by Declarant of Dwellings in all or any portion of the Property or in any portion of the additional property as is hereafter subjected to this Declaration in accordance with Article 10.1 hereof; and
- (c) the right to maintain a sales and marketing office for the Property within the Common Area without cost to Declarant until Declarant no longer owns any Lots in the Property; and
- (d) the Common Services Easements and Restrictions as described in Section 14.9 hereof.

No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property within the Property, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quitclaim deed from Declarant releasing such right, privilege, or easement by express reference thereto with respect to all or any portion of the Property. Declarant may grant to a builder of Lots within the Property similar rights as granted to Declarant under (b) and (c) above.

This Section 14.7 may not be amended without the advance written consent of Declarant as long as Declarant owns one or more Lots.

Section 14.8 Retaining Wall/Fence Easements.

- (a) Definitions. For purposes of this Section 14.8, capitalized terms not previously defined in Article I of this Declaration shall have the meanings set forth below:

(i) "Retaining Wall" shall be a wall structure running generally parallel to the Common Boundary, with its face on the Common Boundary for the purpose of supporting and benefitting the Lot upon which it is constructed (see illustration attached hereto as Exhibit "G").

(ii) "Common Boundary" shall be the lot line, as shown on a subdivision plat, forming the common boundary line between any two adjoining Lots.

(iii) "Dominant Estate" shall mean, as between two adjoining Lots, the Lot containing the Retaining Wall, with the face of the Retaining Wall being on the Common Boundary. (In the illustration attached hereto as Exhibit "G" the Dominant Estate is the Lot on the right.)

(iv) "Servient Estate" shall mean, as between two adjoining Lots, the Lot which does not contain the Retaining Wall. (In the illustration attached hereto as Exhibit "G" the Servient Estate is the Lot on the left.)

(v) "Retaining Wall Easement Area" shall mean a four foot (4') area on the Servient Estate which lies between the Common Boundary and a line generally parallel to the Common Boundary, as shown in the illustration attached hereto as Exhibit "G".

(b) Use of Retaining Wall Easement Area. A perpetual non-exclusive easement on, over and across the Retaining Wall Easement Area of the adjoining Servient Estate is hereby granted to each Dominant Estate for ingress and egress by the Owner and Residents of the Dominant Estate and their invitees, for construction, reconstruction and maintenance of the Retaining Wall serving the Dominant Estate, subject to the restrictions set forth in this Declaration and approval of the Committee.

Nothing shall be done or permitted within the Retaining Wall Easement Area which would constitute a threat or hazard to the health and safety of the Residents of either the Servient Estate or the Dominant Estate, nor shall anything be done or permitted within the Retaining Wall Easement Area which defaces the Retaining Wall or the landscaping on either the Servient Estate or the Dominant Estate, or which adversely affects the integrity, structure or strength of the Dwelling Unit on either the Servient Estate or Dominant Estate.

The uses permitted within each Retaining Wall Easement Area by virtue of this Section shall be non-exclusive because same may be subject to utility, access and drainage easements, as well as any minor encroachments. In addition, the permitted uses of the Retaining Wall Easement Area are subject to any easements granted elsewhere in this Declaration.

(c) Rights of Entry. The Owner of each Dominant Estate (and the authorized agents, representatives, contractors, etc., of such Owner) shall have a reasonable and temporary right of entry, access, ingress, egress and regress upon the Retaining Wall Easement Area reasonably necessary to perform and complete, in a prompt, efficient and good and workmanlike manner, any construction or other work (whether original, remodeling or repair) which has been theretofore approved by the Committee.

The Committee is specifically authorized to promulgate ad hoc rules and guidelines pertaining to any particular construction or repair work likely to require the exercise of the right of entry described above so that the respective best interests of the adjoining Residents are, to the extent reasonably possible, harmonized and preserved.

(d) Maintenance of Retaining Wall Easement Area: Damage and Destruction.

(i) Notwithstanding anything to the contrary set forth in Section 5.2, the Owner of the Servient Estate shall be responsible for maintaining landscaping, and any other improvements within the Retaining Wall Easement Area, in a neat and attractive condition in accordance with the standards generally prevailing throughout the Community. Any damage to the Servient Estate caused by the Dominant Owner in the exercise of the easement rights granted in this Section shall be reasonably restored at the Dominant Owner's expense to at least the same condition as when the Dominant Owner initially entered the Servient Estate. Any damage to the Dominant Estate caused by the Servient Estate in the performance of maintenance responsibilities under this Section shall be reasonably restored at the Servient Owner's expense to at least the same condition as existed prior to the damage.

(ii) Notwithstanding anything to the contrary set forth in Article VI, in the event that a Retaining Wall is damaged or destroyed by casualty, the Owner of the Dominant Estate shall proceed promptly to repair or restore the Retaining Wall in the manner consistent with its original construction, unless otherwise approved pursuant to Article XII.

Section 14.9 Access Entity Communication Services and Utility Easements. The Declarant has granted to the Access Entity the Common Services Easements and Restrictions attached hereto as Exhibit "F" and incorporated herein by this reference ("Common Services Easements and Restrictions"). The Access Entity has an exclusive perpetual easement over, above, across, upon, along, in, through, and under the Development (i) for the purposes of owning, installing, maintaining, repairing, replacing, relocating, improving, expanding and otherwise servicing the Facilities of any type bringing the Community Intranet Services, Security Monitoring Services, any other Communication Services and any Utility Services to each Lot and any improvements on the Common Area, (ii) to provide access, ingress and egress to, from, over, above, upon, along, in, through and under the Development, and (iii) to make improvements to and within the Development to provide for the rendering of public and quasi-public services to the Development (collectively referred to as the "Declarant's General Easement"). The easements, rights and privileges conveyed to the Access Entity under the Common Services Easements and Restrictions is transferable by the Access Entity to any Person solely at the option and benefit of the Access Entity, its designees, successors or assigns without notice to or consent of the Association, the Owners or any other Person. Access Entity may at any time and from time to time grant similar or lesser easements, rights, or privileges to other Persons. By way of example, but not in limitation of the generality of the foregoing, Access Entity, and others to whom Access Entity may grant such similar or lesser easements, rights, or privileges, may so use any portion of the Development to supply telecommunication services to each Dwelling and to permit public and quasi-public vehicles, including, but not limited to, police, fire, and other emergency vehicles, trash and garbage

collections, post office vehicles, and privately-owned delivery vehicles, and their personnel to enter upon and use the drives and streets, and the Common Area, of the Development in the performance of their duties. The Declarant's General Easement shall be for exclusive benefit of the Access Entity, its designees, successors or assigns and may not be impaired, limited or transferred, sold or granted to any Person by the Association or the Owners.

Section 14.10 Granting of Permits, Licenses and Easements. The Association is granted the authority to grant permits, licenses and easements over the Common Areas for roads, access and other purposes necessary for the proper operation of the Development as provided herein; provided, however, that the Association and each Owner shall be prohibited from granting permits, licenses and easements over any Lot, Common Area, or any other portion of the Development for any Community Intranet Services, Security Monitoring Services, Communication Services or Utility Services without the prior written consent of the Access Entity, Declarant, then designees, successor or assigns, which may be granted in their sole discretion. In no event shall the Association or an Owner impair or limit the Development's Common Services Easements and Restrictions (as defined in Section 14.9 hereof) or the operations of the Community Intranet Services, Security Monitoring Services, any other Communication Services or Utility Services derived thereof.

Section 14.11 Easements. In addition to the Common Services Easement and Restrictions and other such other easements created in the Declaration or in a Supplemental Declaration, and as may be created by the Declarant, its designees, successors or assigns pursuant to other written instruments recorded in the Office of the Recorder of Denton County, Texas, the Development and the Lots situated therein shall be subject to perpetual, non-exclusive drainage easements, utility easements, and visibility and maintenance easements, right-of-way easements, common services easements, either separately or in combination, as shown on the Plat, which are reserved for the exclusive use of the Association, Owners, Declarant and the Declarant's designees, successors or assigns as follows and which are all subject to such rules and regulations as the Board may promulgate:

(a) Drainage Easements (D.E.) - Drainage Easements are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, including stormwater retention or detention areas, to serve the needs of the Development and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of the Owner to maintain the drainage across his own Lot. Under no circumstances shall said easement be blocked in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Declarant. No permanent structures shall be constructed within any such easement areas except as may be approved by Declarant.

(b) Utility Easements (U.E.) - Are created for the exclusive use of the local governmental agency having jurisdiction over the sanitary waste disposal system of said city and/or county designated to serve the Development for the sole purpose of installation and maintenance of sewers that are part of said system.

(c) Common Services Easements (C.S.E.) - are created for the exclusive use of the Declarant, its designees, successors or assigns, for the installation and maintenance of Communication Services and Utility Services the Declarant may deem necessary for the Development in its sole discretion.

Each Owner of a Lot must connect with any public sanitary sewer available. No permanent structures shall be constructed within any such easement areas except as may be approved by Declarant, its designees, successors or assigns; provided, however, such easements shall be subject to and include, without limitation, Common Services Easements and Restrictions (as described in Section 14.9 hereof) and any other of the Declarant's Reserved Easements (as described in Section 14.7 hereof).

(d) Streets ("R.O.W." or "Streets") - The Streets are shown on the Plat shall remain private streets and become the property of the Association, unless expressly dedicated to the public by specific notation on the Plat (R.O.W.) or by separate instrument. Any dedicated Streets shall be subject to the Declarant's Reserved Easements (as described in Section 14.7 hereof), including, without limitation, the Common Services Easements and Restrictions as described in Section 14.9. No Communication Services or Utility Services shall be allowed to be installed under the dedicated Streets without the prior written consent of the Access Entity, the Declarant, its designees, successors or assigns which may be granted in their sole discretion.

(e) Visibility and Maintenance Easement (V.A.M.) - Shall only be used for landscaping purposes and the landscaping located within the easement may be maintained by the Association, and the Association shall have an easement of ingress and egress on and over such area for the purpose of maintenance.

(f) Other Easements -- Are created to the extent and for the purposes specified in any Supplemental Declaration in which any such easements are set forth; provided, however, such easements shall be subject to the Declarant's Reserved Easements (as described in Section 14.7 hereof).

ARTICLE XV

ADDITIONAL RIGHTS RESERVED TO DECLARANT

Section 15.1 Assignment. Any or all of the special rights and obligations of the Declarant set forth in the Governing Documents may be transferred with Declarant Mortgagee's prior written consent to other Persons; provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in the Governing Documents. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the County Clerk Official Records of Denton County, Texas. Nothing in this Declaration shall be construed to require the Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

Section 15.2 Marketing and Sales Activities. Notwithstanding any other provision contained in this Declaration or the Governing Documents to the contrary, Declarant, the Access Entity, its successors, assigns and designees and Builder(s) authorized by Declarant may construct and maintain and carry on upon portions of the Common Area, or upon Lots owned by Declarant, such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, sales offices and model Lots. Declarant and authorized Builder(s) shall have easements for access to and use of such facilities.

Section 15.3 Use of Name of Development. No Person shall use the name "Lone Star Ranch" or any derivative of such name in any printed or promotional material without Declarant's prior written consent. However, Owners within the Association and the Commercial Association may use the name "Lone Star Ranch" in printed or promotional material where such term is used solely to specify that particular property is located within the Properties or the Commercial Properties and the Association and the Commercial Association shall be entitled to use the words "Lone Star Ranch" in their respective names.

Section 15.4 Termination of Rights. The rights contained in this Article shall not terminate until the earlier of (i) thirty (30) years from the date this Declaration is recorded, or (ii) upon recording by Declarant of a written statement that all sales activity has ceased; provided, however, that Declarant has received the prior written consent of the Declarant Mortgagee to issue such statement.

ARTICLE XVI

GOLF COURSE

Section 16.1 General. The reference to a Golf Course in the Governing Documents, in any plat of the Properties or in the Master Plan shall not, under any circumstances, obligate the Declarant to construct such a facility within the Properties or, if constructed, obligate the Declarant to transfer any ownership interest or right to use the Golf Course to any Member of the Association. Neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use any Golf Course which may be, but is not required to be, constructed within or adjacent to the Properties. Rights to use any Golf Course will be granted only to such Persons, and on such terms and conditions, as may be determined from time to time by the owner(s) of the Golf Course. The owner(s) of the Golf Course shall have the right, from time to time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Golf Course, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the terms of any written agreements with their respective members.

Section 16.2 Conveyance of Golf Course. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Declarant, the Association, any Builder, or by any Person acting on behalf of any of the foregoing, with regard to the acquisition or assumption of operation of the Golf Course, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the owner(s) of the Golf Course. All Persons, including all Owners, are advised that the Golf Course, the status of the Golf Course (i.e., public daily fee golf course or private membership golf course), may change at any time by virtue of the conveyance of the Golf Course to parties other than the current owner(s) of the Golf Course. Consent of the Association or any Owner shall not be required to effectuate any change in ownership or operation of the Golf Course, for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

Section 16.3. View Impairment. Neither Declarant, the Association nor the owner(s) of the Golf Course guarantees or represents that any view over and across the Golf Course from Lots adjacent to the Golf Course will be preserved without impairment. The owner(s) of the Golf Course shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Course, from time to time. In addition, the owner(s) of the Golf Course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the improvements, trees, bunkers, fairways, tees, greens and other aspects of the Golf Course from time to time. Any such additions or changes may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 16.4. Easements for Golf Course. The following easements apply only to the Golf Course: (a) the owner(s) of the Golf Course, their respective agents, successors and assigns, shall have non-exclusive easements over the Properties as necessary for ingress and egress, utilities and such other purposes as may be reasonably necessary or convenient to the establishment, operation, maintenance, repair and replacement of the Golf Course. The benefitted parties shall be obligated to use due care in the exercise of such easement rights; (b) every Lot and the Common Properties is burdened with an easement permitting golf balls unintentionally to come upon such areas, and for golfers, at reasonable times and in a reasonable manner, to come upon the Common Properties or the exterior portions of a Lot to retrieve golf balls; provided, however, if any Lot is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: Declarant; the owner(s) of the Golf Course; the Association or its Members (in their capacities as such); any Builder or contractor (in their capacities as such); any officer, director or partner of any of the foregoing, or any officer or director of any partner; (c) any portion of the Properties which is immediately adjacent to the Golf Course is hereby burdened with a non-exclusive easement in favor of the adjacent Golf Course, for over-spray of water, pesticides and chemicals from the irrigation system serving the Golf Course; and (d) the owner(s) of the Golf Course, their respective agents, employees, contractors, successors and assigns, shall have a perpetual non-exclusive easement, to the extent reasonably necessary, over the Properties for the installation, operation, maintenance, repair, replacement, observation and control of the entire irrigation system and equipment serving all or portions of the Golf Course.

Section 16.5. Assumption of Risk and Indemnification. Each Owner, by its purchase of a Lot in the vicinity of the Golf Course, acknowledges the inherent dangers associated with living in proximity to the Golf Course, and hereby expressly assumes the risk of personal injury, property damage or other loss caused by maintenance, operation and general use of the Golf Course, including, without limitation (a) noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around or before sunrise or after sunset); (b) noise caused by golfers; (c) use of pesticides, herbicides and fertilizers; (d) view restrictions caused by maturation of trees and shrubbery; (e) use of effluent in the irrigation of the Golf Course; (f) reduction in privacy caused by constant golf traffic on the Golf Course, or the removal or pruning of shrubbery or trees on the Golf Course; (g) errant golf balls and golf clubs; and (h) design of the Golf Course.

Each Owner agrees that neither Declarant, any successor Declarant, the Declarant Mortgagee, any Builder, the Association, the owner(s) of the Golf Course nor their successors, successors-in-title or assigns, any entity managing the Golf Course, any officer, director or partner of any of the foregoing, or any officer or director of any partner, or any organizer or sponsor of any tournament or special event (collectively, for purposes of this Section 16.5, the "Released Parties") shall be liable to any Owner claiming any loss, injury or damage based upon, due to, arising from, directly or indirectly, or otherwise related to the proximity of such Owner's Lot to the Golf Course, the management of the Golf Course, or the exercise of the easement rights set forth in this Article XV, even if such loss, damage or injury is caused in whole or in part by the negligence of any of the Released Parties. Each Owner hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all such claims as set forth in the preceding sentence by Owner or Owner's lessees, licensees, invitees and employees with respect to tenants of such Owner's Lot for injury, loss or damage, whether known or unknown, foreseen or unforeseen, arising from or resulting from, directly or indirectly, acts or omissions of the Released Parties, even if caused in whole or in part by the negligence of the Released Parties. **THE FOREGOING RELEASE AND INDEMNITY IS INTENDED TO RELEASE AND INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST THEIR OWN NEGLIGENCE.**

Section 16.6 Maintenance of Golf Course. The maintenance standards of any greenway frontage on the Golf Course, if any, are controlled by the owner(s)/operator(s) of the Golf Course, separate and distinct from the Association. Neither the Association nor the Declarant is responsible for any maintenance standards of the Golf Course, if any, including but not limited to, the height of fescue and similar grasses.

ARTICLE XVII

GENERAL PROVISIONS

Section 17.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Properties and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. After such time, the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 17.2 Amendment.

(a) By Declarant. In addition to the specific amendment rights granted elsewhere in this Declaration, until termination of the Class "B" membership, Declarant may, unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) enable any institutional or governmental lender,

purchaser, insurer, or guarantor of mortgage loans including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (iv) satisfy the requirements of any local, state or federal governmental agency. In addition, after termination of the Class "B" membership, so long as the Declarant owns property described in Exhibit "A" or Exhibit "B" for development as part of the Properties, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon a right granted an Owner under this Declaration without such Owner's written consent.

(b) By Owners. Except as provided above and otherwise specifically provided in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least sixty-seven percent (67%) of the total Class "A" votes in the Association, and the consent of the Declarant, so long as the Declarant owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Section 10.1.

(c) Access Entity. No amendment of the Declaration shall be valid if such amendment prejudices the rights of the Access Entity, its successors, assigns and designees under the Governing Documents, including, without limitation, the Common Services Easement and Restrictions and the Non-Exclusive License Agreement.

(d) Declarant Mortgagee. Notwithstanding the above, no material amendment to this Declaration may be adopted without the prior written consent of the Declarant Mortgagee. For purposes of this Article, an amendment shall not be deemed "material" if it is for the purpose of correcting grammatical or typographical errors or for clarification only.

Notwithstanding the above, 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. To be effective, any amendment must be recorded in the County Clerk Official Records of Denton County, Texas. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege).

Section 17.3 Severability. Invalidation of any provision or portion of a provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 17.4 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities,

then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 17.5 Litigation. Except as otherwise specifically provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of Class "A" Members representing at least seventy-five percent (75%) of the total Class "A" votes, and the consent of the Class "B" Member. This section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (ii) the imposition and collection of assessments as provided in Article X, (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 17.6 Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board at least twenty (20) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot coming due prior to the date upon which such notice is received by the Board, including assessment obligations, notwithstanding the transfer of title to the Lot.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Declarant has executed this Declaration on the 25th day of June, 2001.

DECLARANT: LSR DEVELOPMENT, INC.

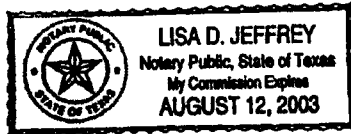
By: 

D. O. Tomlin III, President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, personally appeared D. O. Tomlin III, President of LSR Development, Inc., a Texas corporation, and acknowledged that he executed the same on behalf of said corporation, on this 25th day of June, 2001.



Lisa D. Jeffrey
Notary Public in and for
the State of Texas

My Commission Expires: 8-12-03

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Blvd., Suite 1050
Dallas, Texas 75219

DM-317376-1

48 03967

4868

**SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LONE STAR RANCH RESIDENTIAL PROPERTIES
SADDLE BROOK VILLAGE**

003870

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

THIS SUPPLEMENTAL DECLARATION (this "Supplemental Declaration") is made on the date hereinafter set forth by LSR DEVELOPMENT, INC., a Texas corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Residential Properties" under Clerk's File No. R0061496 of the Deed Records of Denton County, Texas (the "Declaration"); and

WHEREAS, Article X, Section 10.4 of the Declaration authorizes the Declarant to subject any portion of the Properties to additional covenants and easements; and

WHEREAS, the Declarant desires to impose upon the property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property") certain covenants and easements in addition to those contained in the Declaration.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the Declarant hereby subjects the property described in Exhibit "A" hereof to the following additional covenants and easements, and the Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and this Supplemental Declaration, which shall run with the title to such Property and shall be binding upon all persons having any right, title or any interest in the Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

ARTICLE I

Definitions

1.1 Definitions. The definitions set forth in Article I of the Declaration are incorporated herein by reference.

1.2 Additional Definitions. Capitalized terms as used in this Supplement shall be defined

as set forth below:

1.2.1 "Property" shall mean that certain tract of real property described on Exhibit "A" attached hereto.

1.2.2 "Common Boundary" shall mean the side lot line, as shown on the recorded plat, forming the common boundary line between two adjoining Lots.

1.2.3 "Dominant Estate" shall mean, as between two adjoining Lots, the Lot containing the longest continuous Privacy Wall facing the Common Boundary (In the illustration attached hereto as Exhibit "B" the Dominant Estate is the Lot on the right).

1.2.4 "Servient Estate" shall mean, as between two adjoining Lots, the Lot which does not contain the longest continuous Privacy Wall (In the illustration attached hereto as Exhibit "B" the Servient Estate is the Lot on the left).

1.2.5 "Easement Area" shall mean a three foot (3') area on the Servient Estate which lies between the Common Boundary and a line generally parallel to the Common Boundary, as shown in the illustration attached hereto as Exhibit "B".

1.2.6 "Privacy Wall" shall mean any perimeter wall of a Dwelling, which wall has no doors or windows and faces a Common Boundary (see illustration attached hereto as Exhibit "B").

ARTICLE II

Additional Covenants and Easements

2.1 Grant of Easement. A perpetual non-exclusive easement on, over and across the Easement Area of the adjoining Servient Estate is hereby granted to each Dominant Estate for ingress and egress by the Owner and Residents of the Dominant Estate and their invitees, for construction, reconstruction and maintenance of the Privacy Wall serving the Dominant Estate, subject to the restrictions set forth in this Declaration and approval of the Committee.

Nothing shall be done or permitted within the Easement Area which would constitute a threat or hazard to the health and safety of the Residents of either the Servient Estate or the Dominant Estate, nor shall anything be done or permitted within the Easement Area which defaces the Privacy Wall, any party structure or the landscaping on either the Servient Estate or the Dominant Estate, or which adversely affects the integrity, structure or strength of the Dwelling on either the Servient Estate or the Dominant Estate.

The uses permitted within each Easement Area by virtue of this Section shall be non-exclusive because same may be subject to utility, access and drainage easements, as well as any minor encroachments. In addition, the permitted uses of the Easement Area are subject to any easements granted elsewhere in the Declaration.

2.2 Rights of Entry. The Owner of each Dominant Estate (and the authorized agents,

representatives, contractors, etc., of such Owner) shall have a reasonable and temporary right of entry, access, ingress, egress and regress upon the Easement Area reasonably necessary to perform and complete, in a prompt, efficient and good and workmanlike manner, any construction or other work (whether original, remodeling or repair) which has been theretofore approved by the Committee.

The Committee is specifically authorized to promulgate ad hoc rules and guidelines pertaining to any particular construction or repair work likely to require the exercise of the right of entry described above so that the respective best interests of the adjoining Residents are, to the extent reasonably possible, harmonized and preserved.

2.3 Maintenance of Easement Area; Damage and Destruction.

2.3.1 Notwithstanding anything to the contrary set forth in Section 5.2 of the Declaration, the Owner of the Servient Estate shall be responsible for maintaining landscaping, and any other improvements within the Easement Area, in a neat and attractive condition in accordance with the standards generally prevailing throughout the Community. Any damage to the Servient Estate caused by the Dominant Owner in the exercise of the easement rights granted in this Section shall be reasonably restored at the Dominant Owner's expense to at least the same condition as when the Dominant Owner initially entered the Servient Estate. Any damage to the Dominant Estate caused by the Servient Estate in the performance of maintenance responsibilities under this Section shall be reasonably restored at the Servient Owner's expense to at least the same condition as existed prior to the damage.

2.3.2 Notwithstanding anything to the contrary set forth in Article VI to the Declaration, in the event that a party structure or Privacy Wall is damaged or destroyed by casualty, the Owner of the Dominant Estate shall proceed promptly to repair or restore the party structure or Privacy Wall in the manner consistent with its original construction, unless otherwise approved pursuant to Article XII of the Declaration.

2.4 Side Yard Restrictions.

2.4.1 Each Dwelling shall be setback from the Common Boundary on one side of the Lot to a distance equal to or greater than the minimum setback requirements for side yards as set forth in the zoning ordinances of the City of Frisco for "zero" side options in effect at the time of plat approval; provided, however, that the majority of the exterior surface of the Privacy Wall shall be located within three feet (3') of the Common Boundary. The exterior walls of one Dwelling shall be no closer than ten feet (10') from the exterior walls of the Dwelling situated on the adjoining Lot.

2.4.2 No roof overhang, gutter or extension from a wall shall be allowed to extend into an adjoining Lot.

2.4.3 The closest exterior roof line to an adjoining Lot shall be storm guttered if the general slope of the roof falls toward the adjoining Lot.

2.4.4 The Privacy Wall shall not contain any doors, windows, ducts, grills, vents or other openings. This restriction precludes exterior walls forming enclosures for courts, patios or similar indentations to the Privacy Wall.

2.4.5 The minimum side yard setback adjacent to a street right-of-way shall be fifteen feet (15').

ARTICLE III

Amendments

3.1 By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend this Supplemental Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Supplemental Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make, purchase, insure or guarantee mortgage loans on the Lots; or (iv) otherwise necessary to satisfy the requirements of any governmental agency.

3.2 By Owners. Except as provided above and otherwise specifically provided in this Supplementary Declaration, this Supplementary Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of 75% of the Owners of Lots subject to this Supplemental Declaration, the written consent of the Board of Directors of the Association and the consent of the Declarant, so long as the Declarant owns any property subject to this Declaration or subject to annexation to the Declaration. No amendment shall be inconsistent with the Declaration.

Notwithstanding the above, no amendment adopted pursuant to this Section 3.2 shall be effective to withdraw the Property from the provisions of the Declaration unless also approved by 75% of the Owners of Lots subject to the Declaration and by the Class B Member, if such exists. 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. To be effective, any amendment must be recorded in the County Clerk Official Records of Denton County, Texas.

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of the Declarant or the Class B Member without the written consent of the Declarant or the Class B Member, respectively (or the assignee of such right or privilege).

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration as of the 28th day of June, 2001.

DECLARANT: LSR DEVELOPMENT, INC., a Texas corporation

By: 

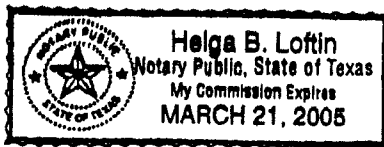
Dan O. Tomlin, III, President

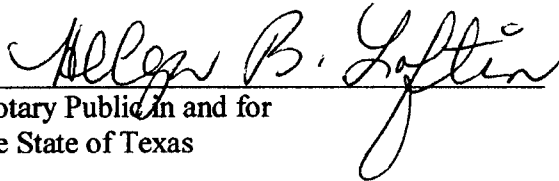
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgements, personally appeared Dan O. Tomlin, III, President of LSR Development, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of June, 2001.




Notary Public in and for
the State of Texas

AFTER RECORDING RETURN TO:

Riddle & Williams, P.C.
3811 Turtle Creek Blvd., Suite 1050
Dallas, Texas 75219

868 03972

EXHIBIT "A"

Saddle Brook Village – Phase 1 Final Plat filed in Deed Records of Denton County, Texas under Clerk's File No. R0045548 and recorded in Cabinet T, Pages 248-249.

4868 03973

STREET ROW

EASEMENT
AREA

PRIVACY
WALL

COMMON BOUNDARY

SERVIENT
ESTATE

COMMON BOUNDARY

DOMINANT
ESTATE

COMMON BOUNDARY

ALLEY ROW

EXHIBIT "B"

68 03974

JUN 20 2001

Cynthia Mitchell
CLERK
DENTON COUNTY, TEXAS

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

On Jun 28 2001
At 2:25pm

Receipt #: 32682
Recording: 17.00
Doc/Mgmt: 6.00
Doc/Num: 2001-R0063870
Doc/Type: RST
Deputy -Christy

**AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
LONE STAR RANCH RESIDENTIAL PROPERTIES**

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

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LONE STAR RANCH RESIDENTIAL PROPERTIES ("Amendment") is made effective the 1st day of July, 2005, by LSR Development, Inc., a Texas corporation (the "Declarant");

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties dated June 25, 2001, and recorded same in Volume 4865, Page 1290 *et seq.* of the Real Property Records of Denton County, Texas (the "Declaration"); and

WHEREAS, Article XVII, Section 17.2(a) of the Declaration provides that, until termination of the Class "B" membership, the Declaration may be amended by an instrument containing such amendment recorded in the Public Real Estate Records of Denton County and having the written consent of Declarant; and

WHEREAS, the Class "B" membership has not terminated as of the date of this Amendment;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The first sentence of Section 11.2(b) which currently reads as follows:

 "(b) Computation. The Base Assessment shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce the total income of the Association equal to the total budgeted Common Expenses, including reserves; provided however, that until the initial acquisition of record title to a Lot by the first Class "A" Member thereof other than a Builder, the Owner of such Lot shall be assessed at a rate equal to fifty percent (50%) of the assessment rate for other Lots."

is hereby amended to read as follows:

"(b) Computation. The Base Assessment shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce the total income of the Association equal to the total budgeted Common Expenses, including reserves; provided however, that the Declarant shall be assessed on the Lots owned by it at a rate equal to fifty percent (50%) of the assessment rate for other Lots."

so that, from and after the date of this Amendment all Owners other than Declarant, including without limitation the Builders, will pay 100% of the Base Assessment. The reference in the definition of Base Assessment in Section 1.5 to Article X is hereby corrected to refer to Article XI. This amendment governs in the event of a conflict with any other provision in the Declaration or Bylaws.

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

DECLARANT: LSR DEVELOPMENT, INC.,
a Texas corporation

By: [Signature]
D. O. Tomlin III, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 12th day of April, 2005, by D. O. Tomlin III, President LSR Development, Inc., on behalf of said corporation.



[Signature]
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

CHARLES W. SPENCER
8111 LBJ, Suite 920
Dallas, TX 75251



70 2005 00048887

Cynthia Mitchell
County Clerk
Denton, TX 76202

Instrument Number: 2005-48887

Recorded On: April 27, 2005
As
Amendment

Parties: LSR DEVELOPMENT INC
To

Billable Pages: 3
Number of Pages: 3

Comment:

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

Amendment	18.00
Total Recording:	18.00

***** 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: 2005-48887
Receipt Number: 189014
Recorded Date/Time: April 27, 2005 10:27A

User / Station: J Smith - Cash Station 2

Record and Return To:

CHARLES W SPENCER ATTY
8111 LBJ FRWY STE 920
DALLAS TX 75251



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



20060808001135240

08/08/2006 03:32 06 PM AM 1/6

REC'D AUG 23 2006

**SECOND AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
LONE STAR RANCH RESIDENTIAL PROPERTIES
[7-25-06]**

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

This SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LONE STAR RANCH RESIDENTIAL PROPERTIES ("Amendment") is made effective as of the date of recordation in the Real Property Records of Denton County, Texas, by LSR Development, Inc., a Texas corporation (the "Withdrawing Declarant" or "LSR"); and HSM Development, Inc., a Texas corporation ("HSM"), and Shaddock Developers, Ltd., a Texas limited partnership ("Shaddock") (HSM and Shaddock being referred to collectively as the "Successor Declarants"). The term "Declarant", in this Amendment, shall refer to the party or parties indicated by the context.)

WITNESSETH:

WHEREAS, Withdrawing Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties dated June 25, 2001, and recorded same in Volume 4865, Page 1290 *et seq.* of the Real Property Records of Denton County, Texas (the "Declaration"), which was amended by that certain Amendment to Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties dated effective the 1st day of July, 2005; and

WHEREAS, Article XVII, Section 17.2(a) of the Declaration provides that, until termination of the Class "B" membership, the Declaration may be amended by an instrument containing such amendment recorded in the Public Real Estate Records of Denton County and having the written consent of Declarant; and

WHEREAS, the Class "B" membership has not terminated as of the date of this Amendment;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 1.12 of the Declaration is amended to read as follows:

"Section 1.12 "Class "B" Members" shall be (i) HSM Development, Inc., a Texas corporation, and (ii) Shaddock Developers, Ltd., a Texas limited partnership, until such time as the Class "B" membership terminates and is converted to Class "A"

membership at which time each Successor Declarant shall become a Class "A" Member for each Lot, if any, which it owns. The sale of Lots of one Class "B" Member causing that party to become a Class "A" Member will not affect the rights of the remaining Class "B" Member as more particularly provided in the Bylaws as amended. The conversion of one Class B Member to a Class A Member shall not affect the other, and one Class B Member may continue to be a Class B Member after the conversion of the other to a Class A Member."

2. By its execution hereof the Withdrawing Declarant hereby assigns to the Successor Declarants all of its rights and powers as Declarant, and the Successor Declarants, by their execution hereof, hereby assume and agree to perform all of the responsibilities and obligations of Declarant as expressed in the Declaration and other governing documents.

3. Section 1.25 of the Declaration is amended to read as follows:

"Section 1.25. "Declarant" or "Declarants", whether singular or plural, shall, from and after the effective date of this Amendment, mean and refer to (i) HSM Development, Inc., a Texas corporation, and (ii) Shaddock Developers, Ltd., a Texas limited partnership, and their respective successors and assigns, provided any such successor or assign shall acquire such interest for the purpose of development or sale of all or any portion of the remaining undeveloped or unsold portions of the Properties and is expressly designated as the/a "Declarant" hereunder in a recorded instrument executed by the immediately preceding "Declarant[s]". Upon designation of such successor Declarant, all rights of the assigning Declarant in and to such status as "Declarant" hereunder shall cease. The mere transfer of title by a Declarant of all or any portion of the Properties shall not confer upon such transferee any right or status as "Declarant" hereunder. Notwithstanding the foregoing, in the event a Declarant Mortgagee forecloses its Mortgage and succeeds to ownership of any portion of the Property securing such Mortgage and/or accepts a deed in lieu of foreclosure in regard to any portion of the Property securing such Mortgage, the Declarant Mortgagee may succeed to the rights of such Declarant by recording a written election evidencing its succession to such rights in the Denton County Property Records."

By this instrument Withdrawing Declarant LSR Development, Inc. ("LSR") hereby designates HSM Development, Inc. ("HSM"), and Shaddock Developers, Ltd., ("Shaddock") as co-declarants and assigns to them LSR's declarant rights to be shared equally between them. By this instrument LSR is withdrawing as declarant and shall have no declarant rights hereafter.

4. Subsection 3.2(b) is amended to read as follows:

"(b) Class "B". From and after the effective date of this Amendment the Class "B" Members shall be (i) HSM Development, Inc., a Texas corporation, and (ii) Shaddock Developers, Ltd., a Texas limited partnership. Each Class B Member shall be entitled to ten (10) votes for each Lot owned by it. The Class "B" Members shall be

entitled to appoint a majority of the Board during the Class "B" Member Control Period, in the manner specified in the Bylaws as same are amended. The remaining Board member will be a homeowner recommended by a majority vote of a quorum of Class "A" Members and approved by both Class "B" Members. In addition a Class "B" Member shall have a right to disapprove any action of the Board and/or commission as provided in the Bylaws as amended. Additional rights of a Class "B" Member are specified in the relevant sections of the Governing Documents. The membership rights of a Class "B" Member shall be appurtenant to and may not be separated from the rights of such party as a Declarant."

5. The following provisions are added to the first sentence of Section 12.2(a) to be applicable to the Lots annexed into the Properties by Shaddock (the "Shaddock Lots") and to the Lots annexed into the Properties by HSM (the "HSM Lots"). Until 100% of the Shaddock Lots have been conveyed to Class "A" Members and each Shaddock Lot has been issued a Certificate of Occupancy, Shaddock shall have the right to appoint all members of the New Construction Committee (the "Shaddock NCC") having the responsibility of reviewing and approving the Shaddock Lots. Until 100% of the HSM Lots have been conveyed to Class "A" Members and each HSM Lot has been issued a Certificate of Occupancy, HSM shall have the right to appoint all members of the New Construction Committee (the "HSM NCC") having the responsibility of reviewing and approving the Shaddock Lots. The Shaddock NCC shall have exclusive jurisdiction as to approval of construction on the Shaddock Lots but no jurisdiction over the HSM Lots or the Lots reviewed by the original NCC. The HSM NCC shall have exclusive jurisdiction as to approval of construction on the HSM Lots but no jurisdiction over the Shaddock Lots or the Lots reviewed by the original NCC. The three (3) committees shall be separately staffed and operate independently.

6. Section 17.2(a) is amended to provide that during the Class "B" Control Period either Class "B" Member can amend the Declaration unilaterally insofar as it affects only that party's interest. Any amendments affecting a Class "B" Member's property must have that Class "B" Member's vote and consent.

7. Wherever in the Declaration, Governing Document, or other dedicatory documents the term "Declarant" or "Class B Member" appears it shall be deemed to refer to the two Declarants or "a" Declarant or Class "B" Member as the context requires.

8. This amendment governs in the event of a conflict with any other provision in the Declaration, Bylaws, or other Governing Documents.

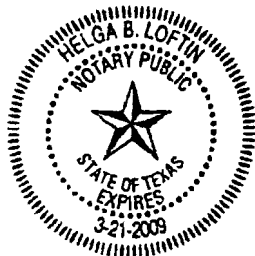
IN WITNESS WHEREOF, the LSR., HSM, and Shaddock have caused this Amendment to be executed by its duly authorized agent on the date referenced in the acknowledgment below to be effective as of the date recorded in the Real Property Records of Denton County, Texas.

WITHDRAWING DECLARANT: LSR DEVELOPMENT, INC.,
a Texas corporation

By: [Signature]
D. O. Tomlin III, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 27 day of July, 2006,
by D. O. Tomlin III, President LSR Development, Inc., on behalf of said corporation.



[Signature]
Notary Public in and for the State of Texas

SUCCESSOR DECLARANT:
a Texas corporation

HSM DEVELOPMENT, INC..

By: [Signature]
Name: DANIEL B. MAHONEY
Title: VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 14 day of August, 2006.
by [Signature], the VICE PRESIDENT of HSM Development, Inc., a
Texas corporation, on behalf of said corporation.



JANE HALLMARK McMAXIN
Notary Public
STATE OF TEXAS
My Comm. Exp. Nov. 12, 2006

[Signature]
Notary Public in and for the State of Texas

SUCCESSOR DECLARANT:

SHADDOCK DEVELOPERS, LTD.,
a Texas limited partnership

By: Shaddock Development Company,
a Texas corporation, General Partner

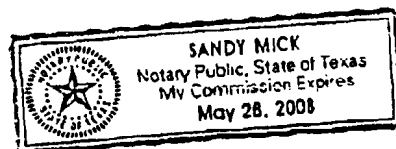
By: Peter H. Shaddock
Name: Peter H. Shaddock
Title: Chief Executive Officer

STATE OF TEXAS §

COUNTY OF DALLAS §
 Collins §

This instrument was acknowledged before me on this 27th day of July, 2006,
by Peter H. Shaddock, Chief Executive Officer of Shaddock Development Company, a
Texas corporation, general partner of Shaddock Developers, Ltd. a Texas limited
partnership, on behalf of said entities.

Sandy Mick
Notary Public in and for the State of Texas



AFTER RECORDING RETURN TO:

Filed and Recorded
Official Public Records
Brenda Taylor, County Clerk
Collin County, TEXAS
08/08/2006 03:32 08 PM
\$36.00 TFOSTER
20060808001135240



Brenda Taylor

**THIRD AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.
[12-16-08]**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

This **THIRD AMENDMENT TO BYLAWS OF THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.** (this "Third Amendment") is adopted and made effective as of the date of recordation in the Real Property Records of Denton, County, Texas by the Board of Directors of **THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**, a Texas non-profit corporation (the "Association") and with the written consent of HSM Development, Inc., a Texas corporation and Shaddock Developers, Ltd., a Texas limited partnership. (the "Declarants").

WITNESSETH:

WHEREAS, Article III, Section C, **Powers**, of the Bylaws of the Association grants the Board all powers for the administration of the affairs of the Association which are granted by law and the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch (the "Declaration"); and

WHEREAS, Article XVII, Section 17.2 of the Declaration states that the Declarant may, unilaterally amend this Declaration for any purpose, and

WHEREAS, To better insure that the Association will have the funds to meet unforeseen expenditures or to purchase additional equipment or services and to change the election date of Neighborhood Representatives to an August date,

NOW, THEREFORE, the Declaration is amended as follows:

1. **Article XI, Section 11.10** of the Declaration is amended by deleting that subsection in its entirety and replacing it with the following:

Capitalization of the Association. Upon each transfer of record title to a Lot other than the initial acquisition by the Declarant or Declarant's initial transfer of record title to a Builder, a contribution shall be made by or on behalf of each Owner of a Lot to the Working Capital of the Association in an amount equal to one-sixth (1/6) of the Annual Assessment per Lot for the year as determined by the Board. The amount of this contribution to the Working Capital Fund shall be set by the Board at the beginning of each Fiscal Year. This amount shall be in addition to, not in lieu of, the Annual Assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount may be used in covering operating expenses and other expenses incurred by the Association pursuant to the terms of the Declaration and the By-laws.

2. **Article III, Section 3.4** of the Declaration is amended by deleting that subsection in its entirety and replacing it with the following:

Neighborhood Elections. On or before January 31 of each year, the Board shall call for the election of one or more Neighborhood Representatives from each Neighborhood in which a majority of the Lots in that Neighborhood are owned by Class "A" Members other than Builders as of January 1 of the election year. Annual elections of the Neighborhood Representative(s) shall be set by the Board so as to occur during the month of August of the Associations fiscal year. At each such election, each Neighborhood in which a majority of the Lots are owned by Class "A" Members other than builders as of January 1 of the election year shall elect one or more Neighborhood Representatives. In the event a Neighborhood is governed by a Neighborhood Association, the board of directors of the Neighborhood Association in office at the time of the calling of the Neighborhood election shall be deemed to be the Neighborhood Representatives for that Neighborhood and no such Neighborhood election shall be required.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 16 day of December, 2008.

THE HOMEOWNERS ASSOCIATION OF LONE STAR
RANCH, INC.

By: Dan E. Peller Hardy
President

Dan B. Murren
Vice President FOR DON PLUNK

Sori Wolfe
Secretary

Dan B. Murren
Treasurer

Sori Wolfe
Member at Large for William C Shaddock, Jr.

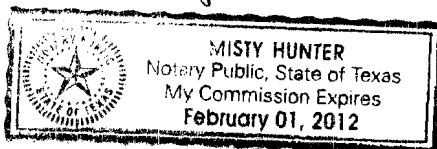
STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Dan Peller, President of The Homeowners Association of Lone Star Ranch, Inc., a Texas non-profit corporation, 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, in the capacity therein stated and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of

JANUARY, 2008.



Misty Hunter
Notary Public in and for the State of Texas

My Commission Expires: 2-01-2012

AFTER RECORDING RETURN TO:

The Homeowners Association of Lone Star Ranch, Inc.
C/O CMA
1800 Preston Park Blvd. Ste 101
Plano, Texas 75093

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2009 00001304

Instrument Number: 2009-1304

Recorded On: January 06, 2009

As
Amendment

Parties: PELLER DAN

To

Billable Pages: 4

Number of Pages: 4

Comment:

(Parties listed above are for Clerks reference only)

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

Amendment	23.00
Total Recording:	23.00

***** 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: 2009-1304
Receipt Number: 547511
Recorded Date/Time: January 06, 2009 03:31:38P
User / Station: A Mcelroy - Cash Station 1

Record and Return To:

THE HOA OF LONE STAR RANCH INC
C/O CMA 1800 PRESTON PARK BLVD
STE 101
PLANO TX 75093



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

STATE OF TEXAS '
 '
COUNTY OF DENTON '

KNOW ALL MEN BY THESE PRESENTS:

WITNESSETH:

1. **Exhibit “A”** of the Declaration is amended by deleting that Exhibit in its entirety and replacing it with the following attachment: Exhibit “A” – Property Descriptions with an additional Exhibit of “A-7”.

2. Exhibit "E" of the Declaration is amended by deleting that Exhibit in its entirety and replacing it with the following attachment: Exhibit "E" – Design Guidelines

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 29 day of January, 2009.

THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.

By: [Signature]
President

[Signature]
Vice President

[Signature]
Secretary

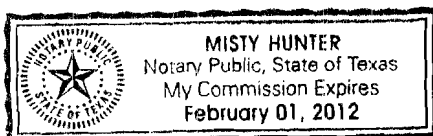
[Signature]
Treasurer

[Signature]
Member at Large

STATE OF TEXAS :
:
COUNTY OF COLLIN :

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Daniel Pellar, President of The Homeowners Association of Lone Star Ranch, Inc., a Texas non-profit corporation, 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, in the capacity therein stated and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of Jan., 2009.



[Signature]
Notary Public in and for the State of Texas

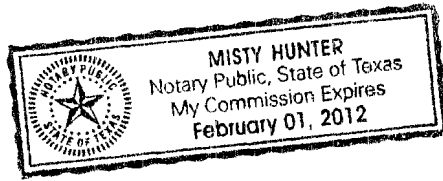
My Commission Expires: 2-01-2012

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Don Mahoney, Treasurer of The Homeowners Association of Lone Star Ranch, Inc., a Texas non-profit corporation, 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, in the capacity therein stated and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of JANUARY, 2009.



Misty Hunter
Notary Public in and for State of Texas
My Commission Expires 2-01-2012

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Don Plunk, Member at Large of The Homeowners Association of Lone Star Ranch, Inc., a Texas non-profit corporation, 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, in the capacity therein stated and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of JANUARY, 2009.



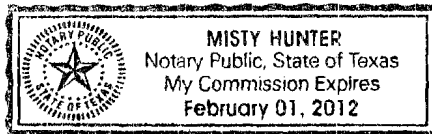
Misty Hunter
Notary Public in and for State of Texas
My Commission Expires 2-01-2012

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared William Shaddock, Vice President of The Homeowners Association of Lone Star Ranch, Inc., a Texas non-profit corporation, 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, in the capacity therein stated and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of January, 2009.



Misty Hunter
Notary Public in and for State of Texas

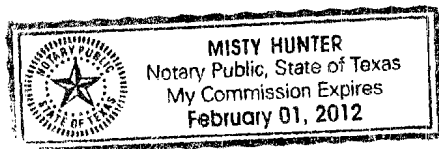
My Commission Expires 2-01-2012

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Lorena, Secretary of The Homeowners Association of Lone Star Ranch, Inc., a Texas non-profit corporation, 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, in the capacity therein stated and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of January, 2009.



Misty Hunter
Notary Public in and for State of Texas

My Commission Expires 2-01-2012

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2009 00010248

Instrument Number: 2009-10248

Recorded On: January 29, 2009

As
Amendment

Parties: THE HOMEOWNERS ASSOCIATION OF LONE STAR RAN

Billable Pages: 48

To

Number of Pages: 48

Comment:

(Parties listed above are for Clerks reference only)

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

Amendment	199.00
Total Recording:	199.00

***** 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: 2009-10248
Receipt Number: 553114
Recorded Date/Time: January 29, 2009 03:46:13P
User / Station: H Dunn - Cash Station 4

Record and Return To:

THE HOMEOWNERS ASSOCIATION OF LONE STAR
C/O CMA
5150 BEACON HILL
FRISCO TX 75034



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:

The Homeowners Association of Lone Star Ranch, Inc.

C/O CMA

5150 Beacon Hill

Frisco, Texas 75034

**THIS STAMP IS FOR SCANNING
PURPOSES ONLY.**

**THIS STAMP IS FOR SCANNING
PURPOSES ONLY.**

Exhibit "A"

PROPERTY DESCRIPTION

See attached neighborhood property description as Exhibit "A":

- Exhibit "A-1" – Lone Star Ranch – Stone Creek Village
- Exhibit "A-2" – Lone Star Ranch – Lake Hill Village
- Exhibit "A-3" – Lone Star Ranch – Saddlebrook Village
- Exhibit "A-4" – Lone Star Ranch – Quail Meadow Village
- Exhibit "A-5" – Lone Star Ranch – Lake Side Village
- Exhibit "A-6" – Lone Star Ranch – Austin Ridge Village
- Exhibit "A-7" – Village Grouping for Neighborhood Representation and Election purposes.

EXHIBIT A-7 – NEIGHBORHOOD REPRESENTATIVE VILLAGE GROUPS

Lake Hill

LH - Group A – 108 Lots

Lots 1-34, Blk 24

Lots 1-25, Blk 27

Lots 1-49, Blk 28

LH - Group B -109 Lots

Lots 1-35, Blk 23

Lots 1-41, Blk 25

Lots 1-33, Blk 26

Saddle Brook ¹¹⁹

SB - Group A - ~~128~~ Lots

Lots 1-31, Blk 17

Lots 1-26, Blk 18

Lots 1-51, Blk 19

Lots 1-11, Blk 20

SB -Group B – ~~115~~ Lots

Lots 32-47, Blk 17

Lots 1-48, Blk 22

Lots 12-31, Blk 20

Lots 1-33, Blk 21

Quail Meadow

Group A – 88 Lots

Lots 1-38, Blk. 1

Lots 1-13, Blk 2

Lots 1-22, Blk 3

Lots 1-15, Blk 13

Group B – 89 Lots

Lots 1-22, Blk 4

Lots 1-24, Blk 5

Lots 1-24, Blk 6

Lots 1-19, Blk 7

Group C – ~~83~~ Lots ⁸²

Lots 16-32, Blk 13

Lots 1-17, Blk 14

Lots 1-22, Blk. 15

Lots 1-26, Blk 16

Group D – 87 Lots

Lots 1-7, Blk 12

Lots 1-5, Blk 11

Lots 1-28, Blk 10

Lots 1-28, Blk 9

Lots 1-19, Blk 8

Stone Creek

SC – Group A – ~~91~~ Lots ⁹²

Lots 1-43, Blk 35

Lots 1-39, Blk 34

Lots 16-21, Blk 32

Lots 13-16, Blk. 33

SC – Group B -~~92~~ Lots ⁹³

Lots 1-9, Blk 29

Lots 1-14, Blk 30

Lots 1-32, Blk 31

Lots 1-15, Blk 32

Lots 1-12, Blk ³³

Lots 17-27, Blk 33

Lakeside

LS – Group A – 112 Lots

Lots 1-4, Blk A

Lots 1-5, Blk B

Lots 1-35, Blk C

Lots 1-25, Blk D

Lots 1-3, Blk E

Lots 1-29, Blk F

Lots 1-11, Blk G

**FIFTH AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
LONE STAR RANCH RESIDENTIAL PROPERTIES
[01-25-09]**

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

This FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LONE STAR RANCH RESIDENTIAL PROPERTIES ("**Amendment**") is made effective as of the date of recordation, the ____ day of _____, 2009, in the Real Property Records of Denton County, Texas by HSM Development, Inc. ("**HSM, Inc.**"), a Texas corporation (the "**Withdrawing Declarant**") and Lakeside HSM II, Ltd. a Texas limited partnership ("**HSM, Ltd.**") being referred to as the "**Successor Declarant**". The term "**Declarant**" in this Amendment, shall refer to the party indicated by the context.

WITNESSETH:

WHEREAS, Withdrawing Declarant executed that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties dated August 8, 2006, and recorded same in the Real Property Records of Denton County, Texas (the "**Declaration**"), which was an Amendment of the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties dated effective the 25th day of June 2001; and

WHEREAS, Article XVII, Section 17.2(a) of the Declaration provides that, until termination of the Class "B" membership, the Declaration may be amended by an instrument containing such amendment recorded in the Public Real Estate Records of Denton County and having the written consent of Declarant; and

WHEREAS, the Class "B" membership has not terminated as of the date of this Amendment;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 1.12 of the Declaration is amended to read as follows:

 "Section 1.12 Class "B" Members" shall be (i) Lakeside HSM II, Ltd., a Texas limited partnership, and (ii) Shaddock Developers, Ltd., a Texas limited partnership, until such time as the Class "B" membership terminates and is converted to Class "A" membership at

which time each Successor Declarant shall become a Class "A" Member for each Lot, if any, which it owns. The sale of Lots of one Class "B" Member causing that party to become a Class "A" Member will not affect the rights of the remaining Class "B" Member as more particularly provided in the Bylaws as amended. The conversion of one Class "B" Member to Class "A" Member shall not affect the other, and one Class "B" Member may continue to be a Class "B" Member after the conversion of the other to a Class "A" Member."

2. By its execution hereof the Withdrawing Declarant hereby assigns to the Successor Declarants all of its rights and powers as Declarant, and the Successor Declarants, by their execution hereof, hereby assume and agree to perform all of the responsibilities and obligations of Declarant as expressed in the Declaration and other governing documents.

3. Section 1.25 of the Declaration is amended to read as follows:

"Section 1.25. "Declarant", whether singular or plural, shall, from and after the effective date of this Amendment, mean and refer to (i) Lakeside HSM II, Ltd., a Texas limited partnership, and (ii) Shaddock Developers, Ltd., a Texas limited partnership, and their respective successors and assigns, provided any such successor or assign shall acquire such interest for the purpose of development or sale of all or any portion of the remaining undeveloped or unsold portions of the Properties and is expressly designated as the/a "Declarant" hereunder in a recorded instrument executed by the immediately preceding "Declarant[s]". Upon designation of such successor Declarant, all rights of the assigning Declarant in and to such status as "Declarant" hereunder. Notwithstanding the foregoing, in the event a Declarant Mortgagee forecloses its Mortgage and succeeds to ownership of any portion of the Property securing such Mortgage and/or accepts a deed in lieu of foreclosure in regard to any portion of the Property securing such Mortgage, the Declarant Mortgagee may succeed to the rights of such Declarant by recording a written election evidencing its succession to such rights in the Denton County Property Records."

By this instrument Withdrawing Declarant, HSM, Inc. designates Lakeside HSM II, Ltd. as co-declarant and assigns to them declarant rights to be shared equally between HSM, Ltd. and Shaddock Development, Ltd. By this instrument HSM, Inc. is withdrawing as declarant and shall have no declarant rights hereafter. HSM, Ltd. indemnifies HSM, Inc. of all actions take or to be taken by claimants or Class "A" Members.

4. Subsection 3.2(b) is amended to read as follows:

"(b) Class "B". From and after the effective date of this Amendment the Class "B" Members shall be (i) Lakeside HSM II, Ltd., a Texas limited partnership, and (ii) Shaddock Developers, Ltd., a Texas limited partnership. Each Class "B" Member shall be entitled to ten (10) votes for each Lot owned by it. The Class "B" Members shall be entitled to appoint a majority of the Board during the Class "B" Member Control Period, in the manner specified in the Bylaws as same are amended. The remaining Board member will be a homeowner recommended by a majority vote of a quorum of Class "A" Members and approved by both Class "B" Members. In addition a Class "B" Member shall have a right to disapprove any action of the Board and/or commission as provided in the Bylaws as amended. Additional rights of a

Class "B" Member are specified in the relevant sections of the Governing Documents. The membership rights of a Class "B" Member shall be appurtenant to and may not be separated from the rights of such party as a Declarant."

5. The following provisions are added to the first sentence of Section 12.2(a) to be applicable to the Lots annexed into the Properties by Shaddock (the "**Shaddock Lots**") and to the Lots annexed into the Properties by HSM, Ltd. (the "**HSM Lots**"). Until 100% of the Shaddock Lots have been conveyed to Class "A" Members and each Shaddock Lot has been issued to Certificate of Occupancy, Shaddock shall have the right to appoint all members of the New Construction Committee (the "**Shaddock NCC**") having the responsibility of reviewing and approving the Shaddock Lots. Until 100% of the HSM Lots have been conveyed to Class "A" Members and each HSM Lot has been issued a Certificate of Occupancy, HSM, Ltd. shall have the right to appoint all members of the New Construction Committee (the "**HSM NCC**") having the responsibility of reviewing and approving the Shaddock Lots. The Shaddock NCC shall have exclusive jurisdiction as to approval of construction on the Shaddock Lots but no jurisdiction over the HSM Lots or the Lots reviewed by the original NCC. The HSM NCC shall have exclusive jurisdiction as to approval of construction on the HSM Lots but no jurisdiction over the Shaddock Lots or the Lots reviewed by the original NCC. The three (3) committees shall be separately staffed and operate independently.

6. Section 17.2(a) is amended to provide that during the Class "B" Control Period either Class "B" Member can amend the Declaration unilaterally insofar as it affects only that party's interest. Any amendments affecting a Class "B" Member's property must have that Class "B" Member's vote and consent.

7. Wherever in the Declaration, Governing Document, or other dedicatory documents the term "Declarant" or "Class "B" Member" appears it shall be deemed to refer to the two Declarants or "a" Declarant or Class "B" Member as the context requires.

8. This amendment governs in the event of a conflict with any other provision in the Declaration, Bylaws, or other Governing Documents.

IN WITNESS WHEREOF, HSM, Inc. has caused this Amendment to be executed by its duly authorized agent on the date referenced in the acknowledgment below to be effective as of the date recorded in the Real Property Records of Denton County, Texas.

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2009 00010249

Instrument Number: 2009-10249

Recorded On: January 29, 2009

As
Amendment

Parties: HSM DEVELOPMENT INC

To

Billable Pages: 5

Number of Pages: 5

Comment:

(Parties listed above are for Clerks reference only)

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

Amendment	27.00
Total Recording:	27.00

***** 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: 2009-10249
Receipt Number: 553114
Recorded Date/Time: January 29, 2009 03:46:13P
User / Station: H Dunn - Cash Station 4

Record and Return To:

THE HOMEOWNERS ASSOCIATION OF LONE STAR
C/O CMA
5150 BEACON HILL
FRISCO TX 75034



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

WITHDRAWING DECLARANT:

HSM DEVELOPMENT, INC.,
a Texas corporation

By: Don R. Plunk
Don R. Plunk, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 19th day of January 2009 by Don R. Plunk, President of HSM Development, Inc. on behalf of said corporation.

Christine A. Bellon
Notary Public in and for the State of Texas



SUCCESSOR DECLARANT:

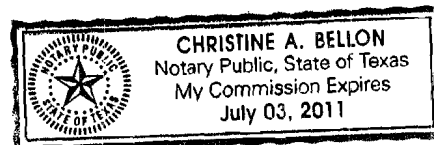
LAKESIDE HSM II, LTD.,
a Texas limited partnership
by: HSM Development, Inc.,
General Partner

By: Daniel B. Mahoney
Daniel B. Mahoney, Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 19th day of January 2009 by Daniel B. Mahoney, Vice President HSM Development, Inc., General Partner of Lakeside HSM II, Ltd., a Texas limited partnership on behalf of said corporation.

Christine A. Bellon
Notary Public in and for the State of Texas





70 2011 00015043

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

6th Amendment

Instrument Number: 2011-15043

As

Recorded On: February 16, 2011

Amendment

Parties: THE HOMEOWNERS ASSOCIATION OF LONE STAR

Billable Pages: 35

To

Number of Pages: 35

Comment:

(Parties listed above are for Clerks reference only)

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

Amendment	147.00
Total Recording:	147.00

***** 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.

Information:

Record and Return To:

Document Number: 2011-15043

Receipt Number: 765125

Recorded Date/Time: February 16, 2011 12:03:00P

User / Station: S Parr - Cash Station 3

THE PELLAR LAW FIRM

2591 DALLAS PKWY

STE 300

FRISCO TX 75034



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

**SIXTH AMENDMENT TO DECLARATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

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

This SIXTH AMENDEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC ("Sixth Amendment") is adopted and made effective as of the date of recordation in the Real Property Records of Denton County, Texas by the Board of Directors of THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC., a Texas non-profit corporation (the "Association").

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et seq.*, of the Official Public Records of Denton County, Texas ("Declarations"); and

WHEREAS, the Declaration was amended by the following recorded instruments in the Official Public Records of Denton County, Texas: (i) Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential properties, filed on April 27, 2005, and recorded as Instrument No. 2005-4887 ("First Amendment"); (ii) Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on September 27, 2008, and recorded as Instrument No. 2006-119349 ("Second Amendment"); (iii) Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 6, 2009, and recorded as Instrument No. 2009-1304 ("Third Amendment"); (iv) Forth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 29, 2009, and recorded as Instrument No. 2009-10248 ("Fourth Amendment"); (v) Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 29, 2010, and recorded as Instrument No. 2009-10249 ("Fifth Amendment");

WHEREAS, Article XVII, Section 17.2(b) of the Declaration states that the Owners may amend the Declaration by a vote of 67% of Members representing at least sixty-seven (67%) of the total Class "A" votes in the Association.

WHEREAS Voting Members representing sixty-seven percent (67%) of the total Class "A" votes, with consent of the Declarant, have approved the following amendment to the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

- 1. Exhibit "A" of the Declaration, as replaced and amended by Exhibit "A" to the Fourth Amendment to the Declaration Covenants, Conditions and Restrictions [Dated 1-29-09] is hereby amended and replaced with the following attached Exhibit "A" - PROPERTY DESCRIPTION.**

IN WITNESS WHEREOF, the undersigned I have hereunto subscribed my name and affixed the seal of said Association this 14 day of February, 2011.

THE HOMEOWNERS ASSOCIATION
OF LONE STAR RANCH, INC.

By: _____

Name: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 14 DAY OF
Feb, 2011.

Notary Public in and for the State of Texas

My commission expires: 3-30-13

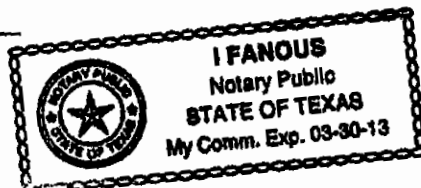


EXHIBIT "A"

- A-1 Stone Creek Village Phase 1**
- A-1A Stone Creek Village Phase 2**
- A-2 Lake Hill Village**
- A-2A Lake Hill Village Phase 2**
- A-3 Saddle Brook Village**
- A-3A Saddle Brook Village Phase 2**
- A-4 Quail Meadow Village**
- A-4A Quail Meadow Village Phase 2**
- A-5 Lakeside Village**
- A-6 Austin Ridge Phase 1**
- A-6A Austin Ridge Phase 2**
- A-7 Neighborhood Representative Village Group**

Exhibit A-1

4855 1561

Lone Star Ranch
Stone Creek Village

58.384 acre tract of land, situated in the DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, Denton County, Texas, and being a portion of a 161.466 acre tract described in the deed to LSR DEVELOPMENT, INC. as TRACT 1, recorded County Clerk's File No. 00-00020717 of the Deed Records of Denton County, Texas; said 58.384 acre tract of land being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found for the southwest corner of said TRACT 1; said iron rod also being in the center of Stewart Creek Road;

THENCE N00°37'52"W departing said center of Stewart Creek Road, and along the east line of said Tract 1, a distance of 60.00 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W departing the east line of said TRACT 1, a distance of 524-21 feet to the POINT OF BEGINNING;

THENCE S89°37'14"W a distance of 1288.02 feet to a 5/8 inch rod set for the beginning of a curve to the right having a radius of 1440.00 feet and a central angle of 38°43'07";

THENCE along said curve to the right an arc distance of 973.10 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N71°01'12"W and is 954.69 feet in length said iron rod being in the west line of aforementioned TRACT 1;

THENCE N37°14'42"E along the west line of said TRACT 1 a distance of 242.77 feet to a 5/8 inch iron rod set for the beginning of a curve to the left having a radius of 1500.00 feet and a central angle of 35°43'11";

THENCE continuing along said west line of TRACT 1 and along said curve to the left an arc distance of 935.14 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N19°23'06"E and is 920.07 feet in length;

THENCE N01°31'30"E continuing along the west line of said TRACT 1 a distance of 351.81 feet to a 5/8 inch iron rod set;

THENCE S88°28'30"E departing the west line of TRACT 1 a distance of 263.00 feet to a 5/8 inch iron rod set;

THENCE S01°31'30"W a distance of 8.69 feet to a 5/8 inch iron rod set;

THENCE S43°28'30"E a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE S88°28'30"E a distance of 172.50 feet to a 5/8 inch iron rod set for the beginning of a curve to the left having a radius of 40.00 feet and a central angle of 90°00'00";

THENCE along said curve to the left an arc distance of 62.83 feet to a 5/8 inch rod set at its end, the chord of said arc bears N46°31'30"E and is 56.67 feet in length;

THENCE N01°31'30" a distance of 2.11 feet to a 5/8 inch iron rod set;

4865 1462

E
Lone Star Ranch
Stone Creek Village

THENCE S88°28'30"E a distance of 18.00 feet to a 5/8 inch iron rod set;

THENCE S01°31'30"W a distance of 38.43 feet to a 5/8 inch iron rod set;

THENCE S88°28'30"E a distance of 125.00 feet to a 5/8 inch iron rod set;

THENCE N01°31'30"E a distance of 37.90 feet to a 5/8 inch iron rod set;

THENCE S88°33'49"E a distance of 279.86 feet to a 5/8 inch iron rod set for the beginning of a non-tangent curve to the left having a radius of 595.00 feet and a central angle of 20°09'18";

THENCE along said curve to the left an arc distance of 209.30 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S15°52'57"E and is 208.23 feet in length;

THENCE S25°57'35"E a distance of 1018.56 feet to a 5/8 inch iron rod set;

THENCE N89°37'14"E a distance of 243.91 feet to a 5/8 inch iron rod set;

THENCE S25°57'35"E a distance of 174.19 feet to a 5/8 inch iron rod set for the beginning of a curve to the right having a radius of 250.00 feet and a central angle of 25°34'50";

THENCE along said curve to the right an arc distance of 111.62 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S13°10'10"E and is 110.69 feet in length;

THENCE S00°22'46"E a distance of 304.94 feet to a 5/8 inch iron rod set;

THENCE S44°37'14"W a distance of 42.43 feet to the POINT OF BEGINNING and containing 58.384 acres of land, more or less.

EXHIBIT A-1A

Lone Star Ranch

Stone Creek Village – Phase 2

BEGINNING at a set ½ inch Iron rod with C&P cap at the northwest corner of "Stone Creek Village – Phase 1" an addition to the City of Frisco recorded in Cabinet T, Page 244 in the Denton County Plat Records (DCPR);

THENCE North 01°31'30" East, 1277.91 feet along the east side of the called 28.382 acres tract described in the deed to Frisco 1000, LTD. recorded in Document #04-109740 in the DCDR to a found 5/8 inch Iron rod;

THENCE South 88°28'30" East, 1509.02 feet continuing along the south side of said 28.382 acres tract to a found 5/8 inch Iron rod;

THENCE South 01°31'30" West, 60 feet to a found 5/8 inch Iron rod;

THENCE South 88°28'30" East, 91.84 feet to a found 5/8 inch Iron rod;

THENCE Southerly on arc distance of 204.36 feet along a non-tangent curve to the right with a radius of 445.00 feet, a central angle of 26°18'45", the chord of which bears South 14°41'21" West for a distance of 202.57 feet to a set ½ inch Iron rod with C&P cap;

THENCE South 27°50'43" West, 60.97 feet to a set ½ inch Iron rod with C&P cap;

THENCE Southwesterly on arc distance of 288.58 feet along a tangent curve to the right with a radius of 445.00 feet, a central angle of 37°09'24", the chord of which bears South 46°25'25" West for a distance of 283.55 feet to a set ½ inch Iron rod with C&P cap;

THENCE South 65°00'07" West, 164.65 feet to a set ½ inch Iron rod with C&P cap;

THENCE Southwesterly an arc distance of 563.94 feet along a tangent curve to the left with a radius of 500.00 feet, a central angle of 63°28'37", the chord of which bears South 33°15'48" West for a distance of 526.04 feet to a found 5/8 inch Iron rod;

THENCE South 01°31'30" West, 145.02 feet to a found 5/8 inch Iron rod;

THENCE Southerly an arc distance of 76.12 feet along a tangent curve to the left with a radius of 595.00 feet, a central angle of 7°19'48", the chord of which bears South 02°08'24" East for a distance of 76.07 feet to a set ½ inch Iron rod with C&P cap at the northeast corner of said "Stone Creek Village Phase 1";

THENCE Westerly along the north side of said Stone Creek Village – Phase 1 the following:

THENCE North 88°33'49" West, 279.86 feet to a found 5/8 inch Iron rod;

THENCE South 01°31'30" West, 37.90 feet to a found 5/8 inch Iron rod;

THENCE North 88°28'30" West, 125.00 feet to a found 5/8 inch Iron rod;

THENCE North 01°31'30" East, 38.43 feet to a found 5/8 inch Iron rod;

THENCE North 88°28'30" West, 18.00 feet to a found 5/8 inch Iron rod;

THENCE South 01°31'30" West, 2.11 feet to a found 5/8 inch Iron rod;

THENCE Southwesterly an arc distance of 62.83 feet along a tangent curve to the right with a radius of 40.00 feet, a central angle of 90°00'00", the chord of which bears South 46°31'30" West for a distance of 56.57 feet to a found 5/8 inch Iron rod;

THENCE North 88°28'30" West, 172.50 feet to a found 5/8 inch Iron rod;

THENCE North 43°28'30" West, 14.14 feet to a found 5/8 inch Iron rod;

THENCE North 01°31'30" East, 6.69 feet to a set 1/2 inch Iron rod with a C&P cap;

THENCE North 88°28'30" West, 263.00 feet to POINT OF BEGINNING and CONTAINING 35.1250 acres of land, more or less.

E
Lone Star Ranch
Lake Hill Village

4965 1163

a 30.296 acre tract of land situated in the DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, Denton County, Texas, and being a portion of two tracts described in the deed to LSR DEVELOPMENT, INC. TRACT 1 recorded in County Clerk's File No. 00-R0020717 and TRACT 3 recorded in County Clerk's File no 00-R0020713 of the Deed Records of Denton County, Texas; said 30.294 acre tract being more particularly described as follows:

COMMENCING at a 5/8 inch iron found for the southwest corner of said TRACT 1, Said iron rod also being in the center of Stewart Creek Road;

THENCE N00°37'52"W departing said center of Stewart Creek Road, and along the east line of said TRACT 1, a distance of 60.00 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W departing the east line of said TRACT 1, a distance of 524.21 feet to a 5/8 inch iron rod and the POINT OF BEGINNING;

THENCE N44°37'14"E a distance of 42.43 feet to a 5/8 inch iron rod set for corner;

THENCE N00°22'46"W a distance of 304.94 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 250.00 feet and a central angle of 25°34'50";

THENCE along said curve to the left an arc distance of 111.62 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N 13° 10' 10"W and is 110.69 feet in length;

THENCE N25°57'35"W a distance of 174.19 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a distance of 243.91 feet to a 5/8 inch iron rod set;

THENCE N25°57'35"W a distance of 1018.56 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 595.00 feet and a central angle of 24°41'02";

THENCE along said curve to the right an arc distance of 256.33 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N13°37'05"W and is 254.36 feet in length;

THENCE N88°43'26"E a distance of 99.84 feet to a 5/8 inch iron rod set;

THENCE S82°40'58"E a distance of 121.97 feet to a 5/8 inch iron rod set;

THENCE N85°56'18"E a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S05°03'07"E a distance of 11.23 feet to a 5/8 inch iron rod set;

THENCE S54°34'01"E a distance of 13.47 feet to a 5/8 inch iron rod set;

THENCE N77°46'57"E a distance of 95.53 feet to a 5/8 inch iron rod set;

THENCE N36°52'35"E a distance of 15.12 feet to a 5/8 inch iron rod set;

THENCE N02°12'02"W a distance of 3.30 feet to a 5/8 inch iron rod set;

E
Lone Star Ranch
Lake Hill Village

4065 1154

THENCE N88°14'59"E a distance of 18.00 feet to a 5/8 inch iron rod set;

THENCE S52°43'08"E a distance of 12.99 feet to a 5/8 inch iron rod set;

THENCE N77°46'57"E a distance of 4.33 feet to a 5/8 inch iron rod set;

THENCE S12°13'03"E a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S77°46'57"W a distance of 4.33 feet to a 5/8 inch iron rod set;

THENCE S28°17'03"W a distance of 12.99 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 192.00 feet and a central angle of 03°16'31";

THENCE along said curve to the left an arc distance of 10.98 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S24°19'20"E and is 10.97 feet in length;

THENCE S25°57'35"E a distance of 65.77 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 40.00 feet and a central angle of 76°15'27";

THENCE along said curve to the left an arc distance of 53.24 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S64°05'19"E and is 49.39 feet in length;

THENCE N77°46'57"E a distance of 23.97 feet to a 5/8 inch iron rod set;

THENCE S12°13'03"E a distance of 18.00 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 40.00 and a central angle of 103°44'33";

THENCE along said curve to the left an arc distance of 72.43 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S25°54'41"W and is 62.93 feet in length;

THENCE S25°57'35"E a distance of 20.84 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 197.00 and a central angle of 129°23'38";

THENCE along said curve to the left an arc distance of 444.89 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N89°20'36"E and is 356.20 feet in length;

THENCE N24°38'47"E a distance of 96.41 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 40.00 and a central angle of 89°53'24";

THENCE along said curve to the left an arc distance of 62.76 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N20°17'55"W and is 56.51 feet in length;

THENCE N24°44'39"E a distance of 18.00 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 40.00 feet and a central angle of 89°01'32";

4865 1165

Lone Star Ranch
Lake Hill Village

THENCE along said curve to the left an arc distance of 62.15 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N70°08'01"E and is 56.09 feet in length; said iron rod being the beginning of a curve to the right having a radius of 703.00 feet and a central angle of 24°34'22"

THENCE along said curve to the right an arc distance of 301.50 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N37°54'26"E and is 299.19 in length;

THENCE N05°11'37"E a distance of 245.04 feet to a 5/8 inch iron rod set;

THENCE N39°48'23"W a distance of 3.08 feet to a 5/8 inch iron rod set;

THENCE N50°11'37"E a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S39°48'23"E a distance of 3.08 feet to a 5/8 inch iron rod set;

THENCE S84°48'23"E a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N50°11'37"E a distance of 58 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 40.00 feet and a central angle of 90°00'00";

THENCE along said curve to the left an arc distance of 62.83 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N05°11'37"E and is 56.57 feet in length;

THENCE N39°48'23"W a distance of 257.96 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 788.00 feet and a central angle of 08°29'18";

THENCE along said curve to the left an arc distance of 116.74 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N26°15'28"E and is 116.63 feet in length; said iron chord being the beginning of a curve to the left having a radius of 772.57 feet and a central angle of 04°44'13"

THENCE along said curve to the left an arc distance of 63.87 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N19°40'56"E and is 63.86 feet in length;

THENCE S73°33'59"E a distance of 18.01 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 40.00 feet and a central angle of 107°57'34";

THENCE along said curve to the left an arc distance of 75.37 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S36°37'52"E and is 64.70 feet in length;

THENCE N89°23'21"E a distance of 364.86 feet to a 5/8 inch iron rod set;

THENCE S39°48'23"E a distance of 25.62 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 40.00 feet and a central angle of 99°07'28";

4855 1155

Lone Star Ranch
Lake Hill Village

THENCE along said curve to the left an arc distance of 69.20 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S89°22'07"E and is 60.89 feet in length; said iron rod being the beginning of a curve to the left having a radius of 192.00 feet and a central angle of 41°13'58",

THENCE along said curve to the left an arc distance of 138.17 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N20°27'10"E and is 135.21 feet in length;

THENCE N45°35'39"W a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE S89°23'21"W a distance of 3.76 feet to a 5/8 inch iron rod set;

THENCE N00°36'39"W a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE N89°23'21"E a distance of 136.76 feet to a 5/8 inch iron rod set;

THENCE N44°23'21"W a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N00°36'39"W a distance of 225.86 feet to a 5/8 inch iron rod set;

THENCE N45°30'23"W a distance of 28.34 feet to a 5/8 inch iron rod set;

THENCE N00°24'08"W a distance of 30.00 feet to a 5/8 inch iron rod set;

THENCE N89°35'52"E a distance of 840.50 feet to a 5/8 inch iron rod set;

THENCE S00°28'13"E a distance of 30.00 feet to a 5/8 inch iron rod set;

THENCE S89°35'52"W a distance of 374.84 feet to a 5/8 inch iron rod set;

THENCE S44°29'37"W a distance of 28.23 feet to a 5/8 inch iron rod set;

THENCE S89°35'52"W a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE N45°30'23"W a distance of 28.34 feet to a 5/8 inch iron rod set;

THENCE S89°35'52"W a distance of 185.69 feet to a 5/8 inch iron rod set;

THENCE S00°36'39"E a distance of 313.74 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 495.00 feet and a central angle of 50°48'16";

THENCE along said curve to the right an arc distance of 438.92 to a 5/8 inch iron set at its end, the chord of said arc bears S24°47'29"W and is 424.68 feet in length;

THENCE S50°11'38"W a distance of 526.38 feet to a 5/8 inch iron rod set;

THENCE N49°25'01"W a distance of 114.57 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the right having a radius of 55.00 feet and a central angle of 99°13'29";

THENCE along said non-tangent curve to the right an arc distance of 95.25 feet to a 5/8 inch iron rod at its end, the chord of said arc bears S50°11'37"W and is 83.78 feet in length;

THENCE S29°45'11"E a distance of 114.72 feet to a 5/8 inch iron rod set;

4865 1157

Lone Star Ranch
Lake Hill Village

THENCE S50°11'37"W a distance of 230.42 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 400.00 feet and a central angle of 25°32'50";

THENCE along said curve to the left an arc distance of 178.35 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S37°25'12"W and is 176.88 feet in length;

THENCE S24°38'47"W a distance of 181.77 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 500.00 feet and a central angle of 60°39'34";

THENCE along said curve to the right an arc distance of 529.40 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S54°58'44"W and is 505.02 feet in length;

THENCE S34°17'09"W a distance of 21.27 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 101.48 feet and a central angle of 26°28'17";

THENCE along said non-tangent curve to the left a distance of 46.88 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S13°20'52"E and is 46.47 feet in length;

THENCE S25°57'35"E a distance of 70.00 feet to a 5/8 inch iron rod set;

THENCE S64°02'25"W a distance of 120.00 feet to a 5/8 inch iron rod set;

THENCE S25°57'35"E a distance of 456.07 feet to a 5/8 inch iron rod set;

THENCE S70°57'35"E a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N64°02'25"E a distance of 5.50 feet to a 5/8 inch iron rod set;

THENCE S25°57'35"E a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S64°02'25"W a distance of 5.50 feet to a 5/8 inch iron rod set;

THENCE S19°02'25"W a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE S25°57'35"E a distance of 45.10 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 375.00 and a central angle of 25°35'33";

THENCE along said curve to the right an arc distance of 167.50 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S13°10'32"E and is 166.11 feet in length;

THENCE S00°22'46"E a distance of 225.24 feet to a 5/8 inch iron rod set;

THENCE S45°22'46"E a distance of 42.43 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a distance of 140.00 feet to the POINT OF BEGINNING and containing 31.030 acres of land, more or less.

EXHIBIT A-2A

5212 03447

LAKE HILL VILLAGE PHASE 2

STATE OF TEXAS §
COUNTY OF DENTON §

35.845 acre tract of land situated in the DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, Denton County, Texas, and being a portion of two tracts described in the deed to LSR DEVELOPMENT, INC. TRACT 1 recorded in County Clerk's File No. 00-R0020717 and TRACT 3 recorded in County Clerk's File No. 00-R0020713 of the Deed Records, of Denton County, Texas, said 35.845 acre tract being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set for corner at the most northwesterly corner of LAKE HILL VILLAGE, an addition to the City of Frisco as recorded in Cabinet T, Page 250, Plat Records, Denton County, Texas;

THENCE along the westerly line of said LAKE HILL VILLAGE the following:

S 00°24'08" E, a distance of 30.00 feet to a 5/8" iron rod set for corner;

S 46°30'23" E, a distance of 28.34 feet to a 5/8" iron rod set for corner;

S 00°36'39" E, a distance of 225.86 feet to a 5/8" iron rod set for corner;

S 44°23'21" W, a distance of 14.14 feet to a 5/8" iron rod set for corner;

S 89°23'21" W, a distance of 136.76 feet to a 5/8" iron rod set for corner;

S 00°39'39" E, a distance of 50.00 feet to a 5/8" iron rod set for corner;

N 89°23'21" E, a distance of 3.76 feet to a 5/8" iron rod set for corner;

S 45°35'39" E, a distance of 14.14 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right which has a central angle of 41°13'58", a radius of 192.00 feet, and chord which bears S 20°27'10" W a distance of 135.21 feet;

Along said curve, an arc distance of 138.17 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right which has a central angle of 88°07'28", a radius of 40.00 feet, and chord which bears N 88°22'07" W a distance of 60.66 feet;

Along said curve, an arc distance of 69.20 feet to a 5/8" iron rod set for corner;

N 39°45'23" W, a distance of 26.62 feet to a 5/8" iron rod set for corner;

S 89°23'21" W, a distance of 384.86 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right which has a central angle of 107°57'34", a radius of 40.00 feet, and chord which bears N 36°37'52" W a distance of 64.70 feet;

Along said curve, an arc distance of 76.37 feet to a 5/8" iron rod set for

5212 03448

corner;

N 73°33'59" W, a distance of 18.01 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right which has a central angle of 04°44'13", a radius of 772.67 feet, and chord which bears S 18°40'56" W a distance of 63.86 feet;

Along said curve, an arc distance of 63.87 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right which has a central angle of 08°29'18", a radius of 788.00 feet, and chord which bears S 25°15'28" W a distance of 116.63 feet;

Along said curve, an arc distance of 116.74 feet to a 5/8" iron rod set for corner;

S 39°48'23" E, a distance of 267.96 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right which has a central angle of 90°00'00", a radius of 40.00 feet, and chord which bears S 05°11'37" W a distance of 66.67 feet;

Along said curve, an arc distance of 62.63 feet to a 5/8" iron rod set for corner;

S 50°11'37" W, a distance of 58.00 feet to a 5/8" iron rod set for corner;

N 84°48'23" W, a distance of 14.14 feet to a 5/8" iron rod set for corner;

N 39°48'23" W, a distance of 3.08 feet to a 5/8" iron rod set for corner;

S 50°11'37" W, a distance of 50.00 feet to a 5/8" iron rod set for corner;

S 39°48'23" E, a distance of 3.08 feet to a 5/8" iron rod set for corner;

S 05°11'37" W, a distance of 14.14 feet to a 5/8" iron rod set for corner;

S 50°11'37" W, a distance of 245.04 feet to a 5/8" iron rod set for corner at the beginning of a curve to the left which has a central angle of 24°34'22", a radius of 703.00 feet, and chord which bears S 37°54'26" W a distance of 299.16 feet;

Along said curve, an arc distance of 301.50 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right which has a central angle of 89°01'32", a radius of 40.00 feet, and chord which bears S 70°08'01" W a distance of 56.09 feet;

Along said curve, an arc distance of 62.15 feet to a 5/8" iron rod set for corner;

S 24°44'39" W, a distance of 18.00 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right which has a central angle of 88°53'24", a radius of 40.00 feet, and chord which bears S 20°17'55" E a distance of 68.51 feet;

Along said curve, an arc distance of 62.76 feet to a 5/8" iron rod set for corner;

S 24°38'47" W, a distance of 96.41 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right which has a central angle of 28°23'38", a radius of 197.00 feet, and chord which bears S 89°20'36" W a distance of 356.20 feet;

5212 03449

Along said curve, an arc distance of 444.89 feet to a 5/8" iron rod set for corner;

N 25°57'35" W, a distance of 20.84 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right which has a central angle of 103°44'32", a radius of 40.00 feet, and chord which bears N 25°54'41" E a distance of 82.93 feet;

Along said curve, an arc distance of 72.43 feet to a 5/8" iron rod set for corner;

N 12°13'03" W, a distance of 18.00 feet to a 5/8" iron rod set for corner;

S 77°46'57" W, a distance of 23.97 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right which has a central angle of 76°15'26", a radius of 40.00 feet, and chord which bears N 64°05'18" W a distance of 49.39 feet;

Along said curve, an arc distance of 53.24 feet to a 5/8" iron rod set for corner;

N 25°57'35" W, a distance of 85.77 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right which has a central angle of 03°15'31", a radius of 192.00 feet, and chord which bears N 24°19'20" W a distance of 10.97 feet;

Along said curve, an arc distance of 10.88 feet to a 5/8" iron rod set for corner;

N 28°17'03" E, a distance of 12.89 feet to a 5/8" iron rod set for corner;

N 77°46'57" E, a distance of 4.33 feet to a 5/8" iron rod set for corner;

N 12°13'03" W, a distance of 50.00 feet to a 5/8" iron rod set for corner;

S 77°46'57" W, a distance of 4.33 feet to a 5/8" iron rod set for corner;

N 52°43'08" W, a distance of 12.89 feet to a 5/8" iron rod set for corner;

S 86°14'58" W, a distance of 18.00 feet to a 5/8" iron rod set for corner;

S 02°12'02" E, a distance of 3.30 feet to a 5/8" iron rod set for corner;

S 38°52'35" W, a distance of 15.12 feet to a 5/8" iron rod set for corner;

S 77°46'57" W, a distance of 95.63 feet to a 5/8" iron rod set for corner;

N 54°34'01" W, a distance of 13.47 feet to a 5/8" iron rod set for corner;

N 05°03'07" W, a distance of 11.23 feet to a 5/8" iron rod set for corner;

S 85°58'18" W, a distance of 50.00 feet to a 5/8" iron rod set for corner;

N 82°40'58" W, a distance of 121.97 feet to a 5/8" iron rod set for corner;

S 86°43'26" W, a distance of 99.84 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right which has a central angle of 02°48'04", a radius of 595.00 feet, and chord which bears N 00°07'28" E a distance of 29.08 feet;

5212 03450

THENCE departing the northwesterly line of said LAKE HILL VILLAGE and along said curve, an arc distance of 29.09 feet to a 5/8" iron rod set for corner;

THENCE N 01°31'30" E, a distance of 145.02 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right which has a central angle of 63°28'37", a radius of 500.00 feet, and chord which bears N 33°15'49" E a distance of 525.04 feet;

THENCE along said curve, an arc distance of 553.94 feet to a 5/8" iron rod set for corner;

THENCE N 65°00'07" E, a distance of 164.85 feet to a 5/8" iron rod set for corner at the beginning of a curve to the left which has a central angle of 37°09'24", a radius of 445.00 feet, and chord which bears N 46°25'25" E a distance of 283.55 feet;

THENCE along said curve, an arc distance of 288.58 feet to a 5/8" iron rod set for corner;

THENCE N 27°50'43" E, a distance of 60.97 feet to a 5/8" iron rod set for corner at the beginning of a curve to the left which has a central angle of 26°18'45", a radius of 445.00 feet, and chord which bears N 14°41'21" E a distance of 202.57 feet;

THENCE along said curve, an arc distance of 204.36 feet to a 5/8" iron rod set for corner;

THENCE N 88°28'30" W, a distance of 91.84 feet to a 5/8" iron rod set for corner;

THENCE N 01°31'30" E, a distance of 60.00 feet to a 5/8" iron rod set for corner;

THENCE S 88°28'30" E, a distance of 182.77 feet to a 5/8" iron rod set for corner at the beginning of a curve to the left which has a central angle of 17°11'13", a radius of 970.00 feet, and chord which bears N 82°55'54" E a distance of 269.88 feet;

THENCE along said curve, an arc distance of 290.97 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right which has a central angle of 12°48'56", a radius of 1030.00 feet, and chord which bears N 80°48'16" E a distance of 230.20 feet;

THENCE along said curve, an arc distance of 230.86 feet to a 5/8" iron rod set for corner;

THENCE S 00°37'50" E, a distance of 29.04 feet to a 5/8" iron rod set for corner;

THENCE N 89°35'52" E, a distance of 664.87 feet to the POINT OF BEGINNING and containing 1,581,486 square feet or 35.848 acres of land, more or less.

EXHIBIT A-3

4865 1968

Lone Star Ranch Saddle Brook Village

. a 40.819 acre tract of land situated in the DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, Denton County, Texas, and also being a portion of two tracts of land described in deed to LSR DEVELOPMENT, INC. TRACT 1 recorded in County Clerk's File No. 00-R0020717 and TRACT 3 recorded in County Clerk's File No. 00-R0020713 of the Deed of Records of Denton County, Texas; said 40.817 acre tract of land being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found for the southeast corner of said TRACT 1, said iron rod also being in the center of Stewart Creek.

THENCE N00°37'52"W departing said center of Stewart Creek Road, and along the east line of said TRACT 1, a distance of 60.00 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a departing the east line of said TRACT 1, a distance of 310.20 feet to a 5/8 inch iron rod and the POINT OF BEGINNING;

THENCE S89°37'14"W a distance of 74.00 feet to a 5/8 inch iron rod set;

THENCE N45°22'46"W a distance of 42.43 feet to a 5/8 inch iron rod set;

THENCE N00°22'46"W a distance of 225.47 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 375.00 feet and a central angle of 25°03'33";

THENCE along said curve to the left an arc distance of 167.50 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N13°10'32"W and is 166.11 feet in length;

THENCE N25°57'35"W a distance of 45.10 feet to a 5/8 inch iron rod set;

THENCE N19°02'25"E a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N64°02'25"E a distance of 5.50 feet to a 5/8 inch iron rod set;

THENCE N25°57'35"W a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S64°02'25"W a distance of 5.50 feet to a 5/8 inch iron rod set;

THENCE N70°57'35"W a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N25°57'35"W a distance of 456.07 feet to a 5/8 inch iron rod set;

THENCE N64°02'25"E a distance of 120.00 feet to a 5/8 inch iron rod set;

THENCE N25°57'35"W a distance of 70.00 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 101.48 feet and a central angle of 26°28'17";

THENCE along said curve to the right an arc distance of 46.88 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears N13°20'52"E and is 46.47 feet in length;

4865 1159

Lone Star Ranch
Saddle Brook Village

THENCE N34°17'09"E a distance of 21.27 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 500.00 feet and a central angle of 60°39'54";

THENCE along said non-tangent curve to the left an arc distance of 529.40 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears N54°58'44"E and is 505.02 feet in length;

THENCE N24°38'47"E a distance of 181.77 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 400.00 feet and a central angle of 25°32'50";

THENCE along said curve to the right an arc distance of 178.35 feet to a 5/8 inch iron rod set at its end, the chord of said 178.35 feet arc bears N37°25'12"E and is 176.88 feet in length;

THENCE N50°11'37"E a distance of 230.42 feet to a 5/8 inch iron rod set;

THENCE N29°45'11"W a distance of 114.72 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 55.00 feet and a central angle of 99°13'29";

THENCE along said non-tangent curve to the left an arc distance of 92.25 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears N50°11'37"E and is 83.78 feet in length; THENCE S49°25'01"E a distance of 114.57 feet to a 5/8 inch iron rod set;

THENCE N50°11'37"E a distance of 295.95 feet to a 5/8 inch iron rod set;

THENCE S39°48'23"E a distance of 260.00 feet to a 5/8 inch iron rod set;

THENCE S50°11'37"W a distance of 32.33 feet to a 5/8 inch iron rod set;

THENCE S01°37'46"W a distance of 13.34 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 275.00 feet and a central angle of 30°31'55";

THENCE along said curve to the left a distance of 146.54 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears S63°07'43"E and is 144.81 feet in length;

THENCE S11°36'20"W a distance of 50.00 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 325.00 feet and a central angle of 7°45'44";

THENCE along said curve to the right an arc distance of 44.03 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N74°30'48"W and is 44.00 feet in length;

THENCE S80°31'41"W a distance of 19.80 feet to a 5/8 inch iron rod set;

THENCE S50°11'37"W a distance of 101.36 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 40.00 feet and a central angle of 137°21'26";

L
Lone Star Ranch
Saddle Brook Village

THENCE along said curve to the left an arc distance of 95.89 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S18°29'07"E and is 74.52 feet in length; said iron rod being the beginning of a curve to the right having a radius of 491.00 feet and a central angle of 3°12'56",

THENCE along said curve to the right an arc distance of 27.56 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears S88°46'18"E a distance of 27.55 feet;

THENCE N89°37'14"E a distance of 183.15 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 716.00 feet and a central angle of 26°25'01";

THENCE along said curve to the right an arc distance of 330.12 to a 5/8 inch iron rod set at its end, the chord of said arc bears S77°10'15"E and is 327.20 feet in length;

THENCE S63°57'45"E a distance of 23.58 feet to a 5/8 inch iron rod set;

THENCE N72°04'31"E a distance of 14.41 feet to a 5/8 inch iron rod set;

THENCE N27°47'27"E a distance of 3.69 feet to a 5/8 inch iron rod set;

THENCE S62°17'37"E a distance of 50.00 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 1302.00 feet and a central angle of 01°14'49";

THENCE along said curve to the right an arc distance of 28.33 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S28°19'48"W and is 28.33 feet in length;

THENCE S61°02'48"E a distance of 128.00 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the right having a radius of 1430.00 feet and a central angle of 09°44'44";

THENCE along said curve to the right an arc distance of 243.23 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S33°49'34"W and is 242.94 feet in length;

THENCE S38°41'55"W a distance of 300.80 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 1570.00 feet and a central angle of 11°20'02";

THENCE along said curve to the left an arc distance of 310.57 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S33°01'54"W a distance of 310.06;

THENCE S89°37'14"W a distance of 846.68 feet to a 5/8 inch iron rod set;

THENCE S00°22'46"E a distance of 403.77 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a distance of 300.00 feet to a 5/8 inch iron rod set;

THENCE S00°22'46"E a distance of 351.23 feet to the POINT OF BEGINNING and containing 40.817 acres of land, more or less.

Exhibit "A-3A"

5212 03453

**SADDLE BROOK VILLAGE
PHASE 2**

STATE OF TEXAS §
COUNTY OF DENTON §

... a 24.7837 acre tract of land situated in the DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, Denton County, Texas, and being a portion of two tracts described in the deed to LSR DEVELOPMENT, INC. TRACT 1 recorded in County Clerk's File No. 00-R0020717 and TRACT 3 recorded in County Clerk's File No. 00-R0020713 of the Deed Records, of Denton County, Texas; said 24.7837 acre tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod set for corner at the most northerly corner of SADDLEBROOK VILLAGE, PHASE I, an addition to the City of Frisco, as recorded in Cabinet T, Page 248, Plat Records, Denton County, Texas, said 5/8" iron rod also being in the easterly line of LAKE HILL VILLAGE, PHASE I, an addition to the City of Frisco, as recorded in Cabinet T, Page 250, Plat Records, Denton County, Texas;

THENCE along the easterly line of said LAKE HILL VILLAGE the following bearings and distances:

N50°11'37"E, a distance of 230.43 feet to a 5/8" iron rod set for corner at the beginning of a curve to the left, having a radius of 495.00 feet and a chord which bears N24°47'29"E, 424.68 feet;

Along said curve to the left, through a central angle of 50°48'18", for an arc distance of 438.92 feet to a 5/8" iron rod set for corner;

N00°38'39"W, a distance of 313.74 feet to a 5/8" iron rod set for corner;

THENCE N89°35'52"E, departing the easterly line of said LAKE HILL VILLAGE, a distance of 185.89 feet to a 5/8" iron rod set for corner;

THENCE S45°30'23"E, a distance of 28.34 feet to a 5/8" iron rod set for corner;

THENCE N89°35'52"E, a distance of 50.00 feet to a 5/8" iron rod set for corner;

THENCE N44°29'37"E, a distance of 28.23 feet to a 5/8" iron rod set for corner;

THENCE N89°35'52"E, a distance of 374.84 feet to a 5/8" iron rod set for corner in the westerly line of QUAIL MEADOW VILLAGE, an addition to the City of Frisco, as recorded in Cabinet T, Page 242, Plat Records, Denton County, Texas;

THENCE along said westerly line the following bearings and distances;

S00°24'08"E, a distance of 18.00 feet to a 5/8" iron rod set for corner;

S45°30'23"E, a distance of 30.11 feet to a 5/8" iron rod set for corner;

S00°38'39"E, a distance of 767.91 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right, having a radius of 1430.00 feet and a chord which bears S14°10'17"W, 729.71 feet;

5212 03454

Along said curve to the right, through a central angle of $29^{\circ}33'51''$, for an arc distance of 737.67 feet to a $5/8"$ iron rod set for corner;

THENCE departing said westerly line and along the common line between aforementioned SADDLEBROOK VILLAGE, PHASE I and the herein described tract the following bearings and distances:

$N81^{\circ}02'48''W$, a distance of 128.00 feet to a $5/8"$ iron rod set for corner at the beginning of a non-tangent curve to the left, having a radius of 1302.00 feet and a chord which bears $N28^{\circ}19'48''E$, 28.33 feet;

Along said curve to the left, through a central angle of $01^{\circ}14'49''$, for an arc distance of 28.33 feet to a $5/8"$ iron rod set for corner;

$N62^{\circ}17'37''W$, a distance of 50.00 feet to a $5/8"$ iron rod set for corner;

$S27^{\circ}47'27''W$, a distance of 3.89 feet to a $5/8"$ iron rod set for corner;

$S72^{\circ}04'31''W$, a distance of 14.41 feet to a $5/8"$ iron rod set for corner;

$N83^{\circ}57'45''W$, a distance of 23.58 feet to a $5/8"$ iron rod set for corner at the beginning of a curve to the left, having a radius of 716.00 feet and a chord which bears $N77^{\circ}10'15''W$, 327.20 feet;

Along said curve to the left, through a central angle of $26^{\circ}25'01''$, for an arc distance of 330.12 feet to a $5/8"$ iron rod set for corner;

$S89^{\circ}37'14''W$, a distance of 183.15 feet to a $5/8"$ iron rod set for corner at the beginning of a curve to the right, having a radius of 491.00 feet and a chord which bears $N88^{\circ}46'18''W$, 27.55 feet;

Along said curve to the left, through a central angle of $07^{\circ}46'44''$, for an arc distance of 44.03 feet to a $5/8"$ iron rod set for corner;

$N11^{\circ}36'20''E$, a distance of 50.00 feet to a $5/8"$ iron rod set for corner at the beginning of a non-tangent curve to the right, having a radius of 275.00 feet and a chord which bears $N83^{\circ}07'43''W$, 144.81 feet;

Along said curve to the right, through a central angle of $30^{\circ}31'54''$, for an arc distance of 146.54 feet to a $5/8"$ iron rod set for corner;

$N01^{\circ}37'46''E$, a distance of 13.34 feet to a $5/8"$ iron rod set for corner;

$N50^{\circ}11'37''E$, a distance of 32.33 feet to a $5/8"$ iron rod set for corner;

$N39^{\circ}48'23''W$, a distance of 260.00 feet to the POINT OF BEGINNING and containing 1,079,579 square feet or 24.7837 acres of land, more or less.

E
Lone Star Ranch
Quail Meadow Village

61.320 acre tract of land situated in the DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, and the L. WHITE SURVEY, ABSTRACT NO. 1394, Denton County, Texas, and being a part of five tracts of land described in deed to LSR DEVELOPMENT, INC. TRACT 3, and TRACT 7, recorded in County Clerk's File No. 00-R0020713, TRACT 5 recorded in County Clerk's File No. 00-R0020714, and two tracts recorded in County Clerk's File No. 00R0036137, and a part of LEWISVILLE LAKE ASSOCIATES JOINT VENTURE recorded in Volume 2765, Page 0618, and also being a part of a tract of LEBANON DEVELOPMENT 180 JOINT VENTURE recorded in Volume 2817, Page 0014. all of the Deed Records of Denton County, Texas; said 61.320 acre tract of land being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found in the center of Stewart Creek Road for the northwest corner of said TRACT 5, said iron rod also being the northwest corner of a tract described in the deed to the City Of Frisco, Texas recorded in Volume 4255, Page 1504, of the Deed Records of Denton County, Texas;

THENCE along the center of Stewart Creek Road, the same being the northerly boundary of said TRACT 5, S89°33'46"W a distance of 1294.20 feet to a 5/8 inch iron rod set for the northwest corner of the 61.368 acre tract herein described and being the POINT OF BEGINNING;

THENCE S00°34'06"E a distance of 45.00 feet to a 5/8 inch iron rod set;

THENCE S44°24'39"W a distance of 29.98 feet to a 5/8 inch iron rod set;

THENCE S00°36'39"E a distance of 767.50 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 1570.00 feet and a central angle of 06°05'22";

THENCE along said curve to the right an arc distance of 166.86 to a 5/8 inch iron rod set at its end, the chord of said arc bears S02°26'02"W and is 166.78 feet in length; and a central angle of 06°05'22";

THENCE S38°39'54"E a distance of 20.50 feet to a 5/8 inch iron rod set;

THENCE S82°56'44"E a distance of 230.85 feet to a 5/8 inch iron rod set and the beginning of a curve to the left having a radius of 960.00 feet and a central angle of 07°39'55";

THENCE along said curve to the left an arc distance of 128.43 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S86°46'42"E and is 128.34 feet in length;

THENCE N89°23'21"E a distance of 16.39 feet to a 5/8 inch iron rod set;

THENCE N44°23'21"E a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N00°36'39"W a distance of 21.10 feet to a 5/8 inch iron rod set;

THENCE N89°19'34"E a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S00°36'39"E a distance of 40.05 feet to a 5/8 inch iron rod set;

THENCE N89°23'21"E a distance of 115.00 feet to a 5/8 inch iron rod set;

4865 1172

Lone Star Ranch
Quail Meadow Village

THENCE N00°36'39"W a distance of 40.18 feet to a 5/8 inch iron rod set;
THENCE N89°19'34"E a distance of 59.63 feet to a 5/8 inch iron rod set;
THENCE S00°40'26"E a distance of 567.67 feet to a 5/8 inch iron rod set;
THENCE N89°19'34"E a distance of 50.00 feet to a 5/8 inch iron rod set;
THENCE S00°40'26"E a distance of 96.47 feet to a 5/8 inch iron rod set;
THENCE S45°37'16"E a distance of 14.16 feet to a 5/8 inch iron rod set;
THENCE N89°25'54"E a distance of 137.08 feet to a 5/8 inch iron rod set;
THENCE S00°34'06"E a distance of 50.00 feet to a 5/8 inch iron rod set;
THENCE S89°25'54"E a distance of 3.72 feet to a 5/8 inch iron rod set;
THENCE S44°25'54"W a distance of 14.14 feet to a 5/8 inch iron rod set;
THENCE S00°34'06"E a distance of 70.00 feet to a 5/8 inch iron rod set
and the beginning of a curve to the left having a radius of 40.00 feet and
a central angle of 90°00'00";
THENCE along said curve to the left an arc distance of 62.83 feet to a
5/8 inch iron rod set at its end, the chord of said arc bears S45°34'06"E
and is 56.57 feet in length;
THENCE N89°25'54"E a distance of 361.53 feet to a 5/8 inch iron rod set;
THENCE N85°26'01"E a distance of 50.00 feet to a 5/8 inch iron rod set
at the beginning of a non-tangent curve to the left having a radius of
570.00 feet and a central angle of 52°14'55";
THENCE along said curve to the left an arc distance of 519.79 feet to a
5/8 inch iron rod set at its end, the chord of said arc bears S30°41'27"E
and is 501.97 feet in length;
THENCE S33°11'06"W a distance of 50.00 feet to a 5/8 inch iron rod set;
THENCE S34°28'54"W a distance of 74.79 feet to a 5/8 inch iron rod set;
THENCE S41°56'34"W a distance of 106.56 feet to a 5/8 inch iron rod set
at the beginning of a curve to the left having a radius of 141.97 feet and
a central angle of 42°32'59";
THENCE along said curve to the left an arc distance of 105.43 feet to a
5/8 inch iron rod set at its end, the chord of said arc bears S20°40'12"W
and is 103.02 feet in length;
THENCE S00°40'24"E a distance of 503.40 to a 5/8 inch iron rod set at the
beginning of a non-tangent curve to the left having a radius of 1560.00 feet
and a central angle of 19°08'45";

4865 1173

E:

Lone Star Ranch
Quail Meadow Village

THENCE along said curve to the left an arc distance of 521.28 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N80°48'26"W and is 518.86 feet in length;

THENCE S89°37'14"W a distance of 581.02 feet to a 5/8 inch iron rod set;

THENCE N00°22'46"W a distance of 755.00 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a distance of 895.20 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 1429.86 feet and a central angle of 28°32'03";

THENCE along said curve to the left an arc distance of 721.09 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S16°05'07"W and is 704.76 feet in length;

THENCE S45°11'28"E a distance of 90.41 feet to a 5/8 inch iron rod set;

THENCE S00°22'46"E a distance of 15.00 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a distance of 270.00 feet to a 5/8 inch iron rod set;

THENCE N00°22'46"W a distance of 15.00 feet to a 5/8 inch iron rod set;

THENCE N44°47'33"E a distance of 93.36 feet to a 5/8 inch iron rod set, and the beginning of a curve to the right having a radius of 1570.00 and a central angle of 37°00'32";

THENCE along said curve to the right an arc distance of 1014.10 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears N20°11'40"E and is 996.57 feet in length;

THENCE N38°41'55"E a distance of 300.80 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 1430.00 and a central angle of 39°18'35";

THENCE along said curve to the left an arc distance of 981.10 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N19°02'38"E and is 961.97 feet in length;

THENCE N00°36'39"W a distance of 767.91 to a 5/8 inch iron rod set;

THENCE N45°30'23"E a distance of 30.11 to a 5/8 inch iron rod set;

THENCE N00°24'08"W a distance of 45.00 to a 5/8 inch iron rod set in the center of Stewart Creek Road;

THENCE in the center of Stewart Creek Road N89°33'46"E a distance of 182.33 feet to the POINT OF BEGINNING, containing 61.320 acres of land, more or less.

5212 03451

QUAIL MEADOW VILLAGE PHASE 2

STATE OF TEXAS §
COUNTY OF DENTON §

... a 48.1773 acre tract of land situated in the L. WHITE SURVEY, ABSTRACT NO. 1394, Denton County, Texas, and being a portion of that certain tract of land described in the deed to TOMLIN PROPERTIES, TRUSTEE, recorded in Volume 1231, Page 388, Deed Records, of Denton County, Texas; said 48.1773 acre tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod set for corner at the most northeasterly corner of QUAIL MEADOW VILLAGE, PHASE I, an addition to the city of Frisco, as recorded in Cabinet T, Page 242, Map Records, Denton County, Texas, same being in the south line of a tract of land conveyed to FRISCO INDEPENDENT SCHOOL DISTRICT by deed recorded in Volume 4255, Page 01514, Deed Records, Denton County, Texas;

THENCE N88°25'54"E, along the south line of said FRISCO INDEPENDENT SCHOOL DISTRICT tract, a distance of 1344.28 feet to a 5/8" iron rod set for corner at the northwest corner of a tract of land conveyed to CITY OF FRISCO, TEXAS by deed recorded in Volume 4255, Page 01504, Deed Records, Denton County, Texas;

THENCE S00°40'26"E, along the west line of said CITY OF FRISCO tract, a distance of 586.66 feet to a 5/8" iron rod set for corner at the beginning of a curve to the left, having a radius of 975.00 feet and a chord which bears S09°05'12"E, 285.29 feet;

THENCE along said curve to the left, through a central angle of 16°49'32", for an arc distance of 288.32 feet to a 5/8" iron rod set for corner at the beginning of a reverse curve to the right, having a radius of 825.00 feet and a chord which bears S06°23'59"W, 668.48 feet;

THENCE along said reverse curve to the right, continuing along the west line of said CITY OF FRISCO tract, through a central angle of 47°47'54", for an arc distance of 688.25 feet to a 5/8" iron rod set for corner at the beginning of a reverse curve to the left, having a radius of 570.00 feet and a chord which bears S12°51'56"W, 341.53 feet;

THENCE along said reverse curve to the left, through a central angle of 34°51'55", for an arc distance of 346.85 feet to a 5/8" iron rod set for corner at the most easterly northeast corner of aforementioned QUAIL MEADOW VILLAGE, PHASE I;

THENCE along the north line of said QUAIL MEADOW VILLAGE, PHASE I, the following bearings and distances: PIPS85°26'01"W, 50.00 feet to a 5/8" iron rod set for corner;

S86°28'54"W, 381.63 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right having a radius of 40.00 feet and a chord which bears N46°34'06"W, 56.67 feet;

Along said curve to the right, through a central angle of 90°00'00", for an arc distance of 62.83 feet to a 5/8" iron rod set for corner;

N00°34'06"W, 70.00 feet to a 5/8" iron rod set for corner;

N44°25'54"E, 14.14 feet to a 5/8" iron rod set for corner;

5212 03452

N89°25'54"E, 3.72 feet to a 5/8" iron rod set for corner;
N00°34'08"W, 50.00 feet to a 5/8" iron rod set for corner;
S89°25'54"W, 137.08 feet to a 5/8" iron rod set for corner;
N45°37'16"W, 14.16 feet to a 5/8" iron rod set for corner;
N00°40'28"W, 96.47 feet to a 5/8" iron rod set for corner;
S89°19'34"W, 50.00 feet to a 5/8" iron rod set for corner;
N00°40'28"W, 567.67 feet to a 5/8" iron rod set for corner;
S89°19'34"W, 56.93 feet to a 5/8" iron rod set for corner;
S00°38'38"E, 40.18 feet to a 5/8" iron rod set for corner;
S89°23'21"W, 115.00 feet to a 5/8" iron rod set for corner;
N00°38'38"W, 40.05 feet to a 5/8" iron rod set for corner;
S89°19'34"W, 50.00 feet to a 5/8" iron rod set for corner;
S00°38'38"E, 21.10 feet to a 5/8" iron rod set for corner;
S44°23'21"W, 14.14 feet to a 5/8" iron rod set for corner;
S89°23'21"W, 16.39 feet to a 5/8" iron rod set for corner at the beginning of a curve to the right, having a radius of 980.00 feet and a chord which bears N86°46'42"W, 128.34 feet;
Along said curve to the right, through a central angle of 07°39'55", for an arc distance of 128.43 feet to a 5/8" iron rod set for corner;
N82°56'44"W, 230.85 feet to a 5/8" iron rod set for corner;
N38°39'54"W, 20.50 feet to a 5/8" iron rod set for corner at the beginning of a curve to the left, having a radius of 1570.00 feet and a chord which bears N02°28'02"E, 186.78 feet;
Along said curve to the left, through a central angle of 06°05'22", for an arc distance of 166.86 feet to a 5/8" iron rod set for corner;
N00°38'38"W, 767.50 feet to a 5/8" iron rod set for corner;
N44°24'39"E, 29.98 feet to a 5/8" iron rod set for corner;
N00°34'08"W, 45.00 feet to the POINT OF BEGINNING, and containing 2,011,483 square feet or 46.1773 acres of land, more or less.

Exhibit A-5
1 of 2

PROPERTY DESCRIPTION

BEING a 46.7168 acre tract of land situated in the D. Lawhorn Survey, Abstract No. 727 and the J. Ragland Survey, Abstract No. 1092, City of Frisco, Denton County, Texas, and being part of that certain tract described to Colony Lewisville Lake Associates Joint Venture by deed recorded under County Clerk's File Number 00-R0020700, Deed Records, Denton County, Texas, said 46.7168 acre tract being more particularly described as follows:

COMMENCING at the intersection of the Proposed centerline of Lone Star Ranch Parkway (proposed 110' R.O.W.) with the Proposed centerline of Lebanon Road (proposed 120' R.O.W.) at the southwest corner of that certain tract described to LSR Development, Inc. as Tract 1, by Special Warranty Deed recorded under County Clerk's File No. 00-R0020717, in Volume 4541, Page 2343, Deed Records, Denton County, Texas;

THENCE departing the said Proposed centerline of Lone Star Ranch Parkway and along the said Proposed centerline of Lebanon Road, common with the south line of said Tract 1, with a curve to the left which has a central angle of $38^{\circ}40'26''$, a radius of 1500.00 feet, and a chord which bears $S 71^{\circ}02'31'' E - 993.37$ feet, through an arc length of 1012.48 feet to the end of said curve;

THENCE $S 89^{\circ}37'14'' W$ departing the said common line, and along the north line of the aforementioned Lebanon Development 180 Joint Venture tract, distance of 176.71 feet;

THENCE $S 01^{\circ}06'28'' E$ along the west line of said Lebanon Development 180 Joint Venture tract, a distance of 848.90 feet to the westerly southwest corner of said Lebanon Development 180 Joint Venture tract, in the east line of that certain tract described to Highway 423-Lebanon, Ltd. by deed recorded under County Clerk's File No. 96-069981;

THENCE $N 89^{\circ}44'17'' E$ departing east line of said Highway 423-Lebanon, Ltd. tract, and along the northerly south line of said Lebanon Development 180 Joint Venture tract, a distance of 615.07 feet to the POINT OF BEGINNING of the herein described tract, a $1/2''$ iron rod set for corner;

THENCE $N 89^{\circ}44'17'' E$ continuing along the northerly south line of said Lebanon Development 180 Joint Venture tract, a distance of 1792.65 feet to a $1/2''$ iron rod set for corner at a re-entrant corner in the south or west line of said Lebanon Development 180 Joint Venture tract, at the beginning of a non-tangent curve to the left which has a central angle of $38^{\circ}22'59''$, a radius of 1418.15 feet, and a chord which bears $S 08^{\circ}09'09'' W - 932.37$ feet;

THENCE along said curve to the left with the easterly west line of said Lebanon Development 180 Joint Venture tract, an arc distance of 950.04 feet to a $1/2''$ iron rod set for corner;

THENCE WEST a distance of 457.38 feet to U.S. Army Corps of Engineers concrete monument G-617-25 found for corner in the north line of Lewisville Lake;

THENCE along the said north line of Lewisville Lake the following:

$N 60^{\circ}39'58'' W$, a distance of 280.39 feet to U.S. Army Corps of Engineers concrete monument G-617-26 found for corner;

$S 69^{\circ}35'21'' W$, a distance of 242.01 feet to U.S. Army Corps of Engineers concrete monument G-617-27 found for corner;

Exhibit A-5
2 of 2

S 89°44'06" W, a distance of 222.91 feet to U.S. Army Corps of Engineers concrete monument G-617-28 found for corner;

S 65°01'33" W, a distance of 619.70 feet to a broken U.S. Army Corps of Engineers concrete monument found for corner;

S 10°10'50" W, a distance of 219.81 feet to U.S. Army Corps of Engineers concrete monument G-617-30 found for corner;

N 71°28'54" W, a distance of 675.81 feet to U.S. Army Corps of Engineers concrete monument G-617-31 found for corner;

N 16°38'15" E, a distance of 667.00 feet to a 1/2" iron rod set for corner;

THENCE N 38°23'05" E a distance of 867.18 feet to the POINT OF BEGINNING and containing 2,034.982 square feet or 46.7168 acres of land.

Austin Ridge - Phase I

Continuation of Schedule A

1 OF 3

G.F. No 2211000713

BEGINNING at a 5/8" Iron rod found for corner in the proposed centerline of Lebanon Road (120' R.O.W.), same being on the south line of STONE CREEK VILLAGE PHASE 1, an addition to the City of Frisco according to the plat thereof recorded under County Clerk's File No. 2001-R0045548, said 5/8" Iron rod being the beginning of a curve to the left, having a radius of 1500.00 feet and a chord which bears S 86° 59' 48" E, 177.01 feet;

THENCE along the centerline of said Lebanon Road, with said curve to the left, through a central angle of 06° 45' 55" for an arc distance of 177.11 feet to a 1/2" iron rod set for corner at the end of said curve;

THENCE N 89° 37' 14" E continuing along the centerline of said Lebanon Road, a distance of 981.52 feet to a 1/2" Iron rod set for corner;

THENCE S 00° 31' 03" E, departing the centerline of said Lebanon Road, a distance of 212.21 feet to a 1/2" Iron rod set for a corner;

THENCE S 54° 18' 21" W, a distance of 748.31 feet to a 1/2" Iron rod set for corner;

THENCE S 59° 56' 16" W, a distance of 412.79 feet to a 1/2" Iron rod set for corner in the north line of that certain tract described to LSR Development, Inc., by deed recorded in County Clerk's File No. 04-R0109450, Deed Records, Denton County, Texas;

THENCE S 89° 44' 17" W along the north line of said LSR Development, Inc. tract, a distance of 178.54 feet to a 1/2" Iron rod set for corner at the northwest corner of said LSR Development, Inc. tract, in the east line of that certain tract of land described to LSR Development, Inc., by deed recorded under County Clerk's File No. 00-R0020716;

THENCE N 01° 46' 09" W, along the west line of said LSR Development, Inc. tract, a distance of 503.25 feet to a 1/2" Iron rod set for corner at the northeast corner of said LSR Development, Inc. tract, same being the southeast corner of a called Tract III, Part One as conveyed to LSR Development, Inc. by deed recorded under County Clerk File No. 04-R0109740, Deed Records, Denton County, Texas;

THENCE N 00° 08' 44" W, along the west line of the aforementioned Lebanon Development 180 Joint Venture tract and the east line of said Tract III, Part One, a distance of 356.17 feet to the POINT OF BEGINNING and containing a calculated area of 15.815 acres or 688,901 square feet of land.

TRACT D

BEING a tract of land situated in the D. Lawhorn Survey, Abstract number 727, and being a portion of that certain tract of land described to LSR Development, Inc., as recorded in County Clerk file number 04-R0109450, Denton County, Texas, and being all of that certain tract of land described to LSR Development, Inc., as recorded in County Clerk file number 00-R0020716, Denton County, Texas, and being further described as follows:

BEGINNING at a 1/2" Iron rod set for corner in the east line of proposed Lone Star Ranch Parkway (110' R.O.W.), same being in the northwest corner of LSR Development, Inc. tract, also being the south line of that certain tract of land described to Frisco 1000, Ltd., as recorded in County Clerks file numbers 04-R0109740;

THENCE N 89° 44' 10" E, also the south line of said Frisco 1000, Inc., tract, a distance of 1021.51 feet to a 1/2" Iron rod set for in the west line of that certain tract of land described to Lebanon Development 180 Joint Venture, as recorded in Volume 2817, Page 0014, Deed Records, Denton County, Texas;

THENCE S 01° 46' 09" E, along the west line of said Lebanon Development 180 Joint Venture tract, passing at a distance of 503.25 to a 1/2" iron rod set for the westerly southwest corner of said tract, also the northwest corner of that certain tract described to said LSR Development, Inc., as recorded in Clerk's File No. 04-R0109450;

THENCE N 89° 44' 17" E, along the south line of said Lebanon Development 180 Joint Venture tract, a distance of 178.76 feet to a 1/2" iron rod set for a corner;

THENCE S 58° 58' 28" W, departing said south line, a distance of 147.77 feet to a 1/2" iron rod set for corner;

THENCE S 29° 32' 43" W, a distance of 700.02 feet to a 1/2" iron rod set for corner;

THENCE N 70° 31' 17" W, a distance of 913.71 feet to a 1/2" iron rod set for corner in the aforementioned east line of Lone Star Ranch Parkway, same being the beginning of a non-tangent curve to the left, having a radius of 1560.00 feet and a chord which bears N 10° 09' 43" E, 505.10 feet;

THENCE along said curve to the left, through a central angle of 18° 35' 00" for an arc distance of 507.33 feet to a 1/2" iron rod set for corner;

THENCE N 00° 50' 43" E, a distance of 112.05 feet to a 1/2" iron rod set for corner at the beginning of a curve to the right, having a radius of 1440.00 feet and a chord which bears N 06° 10' 35" E, 267.58 feet;

THENCE along said curve to the right, through a central angle of 10° 39' 44", for an arc distance of 267.97 feet to the POINT OF BEGINNING and containing a calculated area of 25.254 acres or 1,100,050 square feet of land.

TRACT E

BEING a tract of land situated in the D. Lawhorn Survey, Abstract No. 727 and in the J. Ragland Survey, Abstract No. 1092, being portions of those certain tracts of described to Highway 423 - Lebanon, LTD., recorded under County Clerk's File No.'s 96-R0069961 and 96-R0085903, Denton County, Texas, and being further described as follows:

BEGINNING at a 1/2" iron rod set for corner at the intersection of the centerline of proposed Lone Star Ranch Parkway (110' R.O.W.) with the centerline of Stewart Creek Road, said 1/2" iron rod also being on the south line of a tract of land conveyed to Frisco 1000, Ltd., recorded under County Clerk's File No. 00-R0109740, from said iron rod, the most southerly, southeast corner of said Frisco 1000, Ltd., tract bears N 89° 44' 10" E, 1082.75 feet;

THENCE N 89° 44' 10" E, along the south line of said Frisco 1000, Ltd., tract, a distance of 61.24 feet to a 1/2" iron rod set for corner at the northwest corner of that certain tract described to LSR Development, Inc., by deed recorded under said County Clerk's File No. 00-R0020716, in the proposed southeasterly line of Lone Star Ranch Parkway, same being the beginning of a non-tangent curve to the left, having a radius of 1440.00 feet and a chord which bears S 06° 10' 32" W, 267.55 feet;

THENCE along said proposed southeasterly line, with said curve to the left, through a central angle of 10° 39' 39", for an arc distance of 267.94 feet to a 1/2" iron rod set for corner;

THENCE S 00° 50' 43" W, along said southeasterly line, for a distance of 112.05 feet to a

3.43
 1/2" Iron rod set for corner at the beginning of a curve to the right, having a radius of 1560.00 and a chord which bears S 10° 09' 45" W, 505.13 feet;

THENCE along said proposed southeasterly line, with said curve to the right, through a central angle of 18° 38' 05", for an arc distance of 507.37 feet to a 1/2" Iron rod set for corner at the southwest corner of the aforementioned LSR Development tract;

THENCE S 10° 31' 17" E, departing said proposed southeasterly line, and along the south line of said LSR Development tract, a distance of 913.71 feet to a 1/2" Iron rod set for corner in the northwest line of U.S.A. Tract G-619-A (Lewisville Lake);

THENCE along the northwest line of said U.S.A. tract the following:

S 29° 32' 43" W, a distance of 653.39 feet to U.S.A. Army Corps of Engineers monument G-618-5 found for corner;

S 86° 59' 32" W, a distance of 518.56 feet to a 1/2" Iron rod set for corner;

S 56° 23' 50" W, a distance of 206.79 feet to a 1/2" Iron rod set for corner;

S 01° 13' 47" E, a distance of 166.99 feet to U.S. Army Corps of Engineers monument G-619-A-1 found for corner;

S 87° 08' 05" W, a distance of 270.50 feet to a 1/2" Iron rod set for corner;

S 43° 40' 52" W, a distance of 142.02 feet to a 1/2" Iron rod set for corner;

S 10° 04' 12" W, a distance of 142.53 feet to U.S. Army Corps of Engineers Monument G-619-A-4 found for corner;

S 30° 15' 31" W, a distance of 227.45 feet to a 1/2" Iron rod set for corner;

S 45° 29' 39" W, a distance of 356.75 feet to U.S. Army Corps of Engineers Monument G-619-A-6 found for corner;

N 62° 19' 44" W, a distance of 250.15 feet to a 1/2" Iron rod set for corner;

S 16° 21' 25" W, a distance of 217.84 feet to U.S. Army Corps of Engineers Monument G-619-A-8 found for corner;

S 64° 19' 02" W, a distance of 206.86 feet to a 1/2 Iron rod set for the most southerly common corner of aforesaid Highway 423 - Lebanon, Ltd. tracts

THENCE N. 00° 36' 44" W, departing the northwest line of the aforementioned U.S.A. tract and along the common line of said Highway 423 - Lebanon, Ltd., tracts, a distance of 1027.02 feet to a 1/2" Iron rod set for corner in the southerly right of way line of aforesaid proposed Lone Star Ranch Parkway at the beginning of a non-tangent curve to the right, having a radius of 1124.75 feet and a chord which bears S 80° 59' 46" W, 254.02 feet;

THENCE along said southerly line and along said curve to the right, through a central angle of 12° 58' 04", for an arc distance of 254.56 to a 1/2" Iron rod set for the end of said curve;

THENCE S 85° 46' 48" W, continuing along said southerly line, a distance of 150.00 feet to a 1/2" Iron rod set for a corner;

PROPERTY DESCRIPTION

BEING a 46.7168 acre tract of land situated in the D. Lawhorn Survey, Abstract No. 727 and the J. Ragland Survey, Abstract No. 1092, City of Frisco, Denton County, Texas, and being part of that certain tract described to Colony Lewisville Lake Associates Joint Venture by deed recorded under County Clerk's File Number 00-R0020700, Deed Records, Denton County, Texas, said 46.7168 acre tract being more particularly described as follows:

COMMENCING at the intersection of the Proposed centerline of Lone Star Ranch Parkway (proposed 110' R.O.W.) with the Proposed centerline of Lebanon Road (proposed 120' R.O.W.) at the southwest corner of that certain tract described to LSR Development, Inc. as Tract 1, by Special Warranty Deed recorded under County Clerk's File No. 00-R0020717, in Volume 4541, Page 2343, Deed Records, Denton County, Texas;

THENCE departing the said Proposed centerline of Lone Star Ranch Parkway and along the said Proposed centerline of Lebanon Road, common with the south line of said Tract 1, with a curve to the left which has a central angle of $38^{\circ}40'26''$, a radius of 1500.00 feet, and a chord which bears $S 71^{\circ}02'31'' E - 993.37$ feet, through an arc length of 1012.48 feet to the end of said curve;

THENCE $S 89^{\circ}37'14'' W$ departing the said common line, and along the north line of the aforementioned Lebanon Development 180 Joint Venture tract, distance of 178.71 feet;

THENCE $S 01^{\circ}06'28'' E$ along the west line of said Lebanon Development 180 Joint Venture tract, a distance of 848.90 feet to the westerly southwest corner of said Lebanon Development 180 Joint Venture tract, in the east line of that certain tract described to Highway 423-Lebanon, Ltd. by deed recorded under County Clerk's File No. 96-069961;

THENCE $N 89^{\circ}44'17'' E$ departing east line of said Highway 423-Lebanon, Ltd. tract, and along the northerly south line of said Lebanon Development 180 Joint Venture tract, a distance of 615.07 feet to the POINT OF BEGINNING of the herein described tract, a $1/2''$ iron rod set for corner;

THENCE $N 89^{\circ}44'17'' E$ continuing along the northerly south line of said Lebanon Development 180 Joint Venture tract, a distance of 1792.65 feet to a $1/2''$ iron rod set for corner at a re-entrant corner in the south or west line of said Lebanon Development 180 Joint Venture tract, at the beginning of a non-tangent curve to the left which has a central angle of $38^{\circ}22'59''$, a radius of 1418.15 feet, and a chord which bears $S 08^{\circ}09'09'' W - 932.37$ feet;

THENCE along said curve to the left with the easterly west line of said Lebanon Development 180 Joint Venture tract, an arc distance of 950.04 feet to a $1/2''$ iron rod set for corner;

THENCE WEST a distance of 457.38 feet to U.S. Army Corps of Engineers concrete monument G-617-25 found for corner in the north line of Lewisville Lake;

THENCE along the said north line of Lewisville Lake the following:

$N 60^{\circ}39'58'' W$, a distance of 280.39 feet to U.S. Army Corps of Engineers concrete monument G-617-26 found for corner;

$S 69^{\circ}35'21'' W$, a distance of 242.01 feet to U.S. Army Corps of Engineers concrete monument G-617-27 found for corner;

S 89°44'06" W, a distance of 222.91 feet to U.S. Army Corps of Engineers concrete monument G-617-28 found for corner;

S 65°01'33" W, a distance of 619.70 feet to a broken U.S. Army Corps of Engineers concrete monument found for corner;

S 10°10'50" W, a distance of 219.81 feet to U.S. Army Corps of Engineers concrete monument G-617-30 found for corner;

N 71°28'54" W, a distance of 575.81 feet to U.S. Army Corps of Engineers concrete monument G-617-31 found for corner;

N 16°38'15" E, a distance of 667.00 feet to a 1/2" iron rod set for corner;

THENCE N 38°23'05" E a distance of 667.18 feet to the POINT OF BEGINNING and containing 2,034,982 square feet or 46.7168 acres of land.

EXHIBIT A-7 - NEIGHBORHOOD REPRESENTATIVE VILLAGE GROUPS

Lake Hill

LH - Group A - 108 Lots

Lots 1-34, Blk 24

Lots 1-25, Blk 27

Lots 1-49, Blk 28

LH - Group B - 109 Lots

Lots 1-35, Blk 23

Lots 1-41, Blk 25

Lots 1-33, Blk 26

Saddle Brook 119

SB - Group A - 128 Lots

Lots 1-31, Blk 17

Lots 1-26, Blk 18

Lots 1-51, Blk 19

Lots 1-11, Blk 20

SB - Group B - 115 Lots

Lots 32-47, Blk 17

Lots 1-48, Blk 22

Lots 12-31, Blk 20

Lots 1-33, Blk 21

Quail Meadow

Group A - 88 Lots

Lots 1-38, Blk. 1

Lots 1-13, Blk 2

Lots 1-22, Blk 3

Lots 1-15, Blk 13

Group B - 89 Lots

Lots 1-22, Blk 4

Lots 1-24, Blk 5

Lots 1-24, Blk 6

Lots 1-19, Blk 7

Group C - 83 Lots 82

Lots 16-32, Blk 13

Lots 1-17, Blk 14

Lots 1-22, Blk. 15

Lots 1-26, Blk 16

Group D - 87 Lots

Lots 1-7, Blk 12

Lots 1-5, Blk 11

Lots 1-28, Blk 10

Lots 1-28, Blk 9

Lots 1-19, Blk 8

Stone Creek

SC - Group A - 91 Lots 92

Lots 1-43, Blk 35

Lots 1-39, Blk 34

Lots 16-21, Blk 32

Lots 13-16, Blk. 33

SC - Group B - 92 Lots 93

Lots 1-9, Blk 29

Lots 1-14, Blk 30

Lots 1-32, Blk 31

Lots 1-15, Blk 32

Lots 1-12, Blk 33

Lots 17-27, Blk 33

Lakeside

LS - Group A - 112 Lots

Lots 1-4, Blk A

Lots 1-5, Blk B

Lots 1-35, Blk C

Lots 1-25, Blk D

Lots 1-3, Blk E

Lots 1-29, Blk F

Lots 1-11, Blk G

Denton County
Juli Luke
County Clerk

Instrument Number: 22709

ERecordings-RP

DECLARATION

Recorded On: March 08, 2023 03:24 PM

Number of Pages: 39

" Examined and Charged as Follows: "

Total Recording: \$178.00

***** 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: 22709
Receipt Number: 20230308000565
Recorded Date/Time: March 08, 2023 03:24 PM
User: Jennifer K
Station: Station 38

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

**ELEVENTH AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

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

This ELEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC ("Eleventh Amendment") is adopted and made effective as of the date of recordation in the Real Property Records of Denton County, Texas by the Board of Directors of THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC., a Texas non-profit corporation (the "Association") and with the written consent of Shaddock Developers, Ltd., a Texas limited partnership (a "Declarant").

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et seq.*, of the Official Public Records of Denton County, Texas ("Declarations"); and

WHEREAS, the Declaration was amended by the following recorded instruments in the Official Public Records of Denton County, Texas: (i) Supplemental Declaration filed on November 13, 2002, and recorded in Volume 5212, Page 03444 *et. seq.*, of the Official Public Records of Denton County, Texas ("Supplemental Declaration"); Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential properties, filed on April 27, 2005, and recorded as Instrument No. 2005-4887 ("First Amendment"); (ii) Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on September 27, 2008, and recorded as Instrument No. 2006-119349 ("Second Amendment"); (iii) Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 6, 2009, and recorded as Instrument No. 2009-1304 ("Third Amendment"); (iv) Forth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 29, 2009, and recorded as Instrument No. 2009-10248 ("Fourth Amendment"); (v) Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 29, 2010, and recorded as Instrument No. 2009-10249 ("Fifth Amendment"); Sixth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on September February 16, 2011, and recorded as Instrument No. 2011-15043 ("Sixth Amendment"); Seventh Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on February 16, 2011, and recorded as Instrument No. 2011-15044 ("Seventh Amendment"); Eighth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on February 16, 2011, and recorded as Instrument No. 2011-15045 ("Eighth Amendment"); the Ninth Amendment to Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on May 31, 2011,

and recorded as Document No. 2011-48879 (Ninth Amendment”), and Tenth Amendment to Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on December 10, 2021 and recorded as Document No. 224148 (“Tenth Amendment”); and

WHEREAS, Article XII, Section 12.3(a) of the Declaration states that the Association’s Board of Directors may amend the Design Guidelines; and

WHEREAS the Association Board of Directors is replacing in the entirety, the “General Design Guidelines” (Rev. January 2009) and attached as Exhibit “E-1” to the Seventh Amendment, with the “Design Guidelines” (Rev. February 2023) attached hereto as **Exhibit “A”**.

IN WITNESS WHEREOF, the undersigned I have hereunto subscribed my name and affixed the seal of said Association this 8th day of March, 2023.

THE HOMEOWNERS ASSOCIATION
OF LONE STAR RANCH, INC.

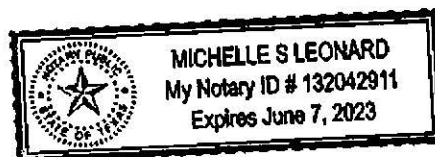
By: Deborah C. Gasha
Name: Deborah C. Gasha
Title: President, Board of Directors
The Homeowners Association of
Lone Star Ranch, Inc.

STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 8 DAY OF March, 2023.

[Signature]
Notary Public in and for the State of Texas

My commission expires: June 7, 2023



LONE STAR RANCH

Exhibit E-1

DESIGN GUIDELINES

February 2023

Index	Page
I. INTRODUCTION.....	1
II. DEFINITIONS.....	3
III. SUBMITTALS AND FEES	4
3.01 Application for review	4
3.02 Submittals	4
3.03 Preliminary submissions	4
3.04 Final plan submissions	4
3.05 Resubmittals	5
3.06 Verification of compliance.....	6
3.07 Committee meeting schedule	6
3.08 Fees	6\
3.09 Timeline	6
IV. ARCHITECTURAL GUIDELINES.....	8
4.01 Site planning and house orientation	8
4.02 General designs and configuration	8
4.03 Exterior wall construction, colors, and materials	8
4.04 Roof construction and materials	9
4.05 Inappropriate exterior materials	10
4.06 Windows and doors	10
4.07 Sport courts and equipment	11
4.08 Garages, driveways, sidewalks, and auto-courts.....	12
4.09 Mechanical equipment	13
4.10 Satellite dishes	13
4.11 Drainage and erosion control	14
4.12 Mailboxes	14
4.13 View and privacy	14
4.14 Zero lot line subdivisions and use easements	14
4.15 Exterior lighting	15
4.16 Pools and spas	15
4.17 Setbacks	16
4.18 Retaining walls and screening walls.....	16
4.19 Entry porticos	17
4.20 Dormers	17
4.21 Shutters	17
4.22 Fences and walls	17
4.23 Additions and remodels	19
4.24 Roof accessories	19
4.25 Chimneys	20
4.26 Awnings	20

4.27 Decks, patios, porches, and exterior stairs	20
4.28 Animal housing	21
4.29 Flagpoles and flags	21
4.30 Address numbers	22
4.31 Free standing structures	22
4.32 Trash and recycle containers	24
4.33 Real estate signs	24
4.34 Outdoor fireplaces and barbecue pit	24
4.35 Lightening protection	25
V. LANDSCAPE GUIDELINES	25
5.01 Required landscaping	25
5.02 Existing vegetation	25
5.03 Proposed vegetation	26
5.04 Berms, landscape bed and borders	26
5.05 Irrigation	26
5.06 Views to and from common areas	27
5.07 Birdhouses	27
5.08 Fountains, statuary, and outdoor furniture	27
5.09 Vegetable gardens	27
5.10 Recommended tree and plant list.....	27
VI. APPENDIX	
Fence Details	31

I. Introduction

The primary purpose of these Guidelines (Design Guidelines and Subdivision Design Guidelines) is to better assure that builders of single-family residential properties within Lone Star Ranch HOA will conform and adhere to the same level of design consistency in order to establish an overall quality of character within the Development.

These Guidelines define the design framework to be used for site improvements and are intended to inform, aid, and inspire to the same extent as they may prohibit, restrict, and require. While some features are mandated, the Committee is authorized to make discretionary judgements to reduce or waive any requirement when it can be demonstrated, to the reasonable satisfaction of the Committee, that appropriate mitigating measures have been taken and that the overall spirit and intent of the Guidelines will be preserved. Such discretionary variances shall not represent or constitute a binding precedent since no two or more lots or circumstances are likely to be alike.

The Committee shall in their sole judgement interpret and apply these Guidelines to the extent deemed appropriate by the Committee and as authorized by the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch.

The Committee may from time to time publish and promulgate additional architectural standards, Subdivision Design Guidelines, revised Design Guidelines, and/or bulletin which shall be fair and reasonable and shall carry forward the spirit and intent of these Guidelines. Such publications shall be incorporated as part of these Guidelines as if written herein.

Neither the Association, the Committee, or the Board, nor the officers, directors, members, employees, and agents of any of them, shall be liable in damages to anyone submitting plans and specifications for approval, or to any Owner by reason of mistake in judgement, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove and such plans or specifications. By approving such plans and specifications, the Committee assumes no responsibility for the design or construction, including, without limitation, the civil, structural, mechanical, plumbing, or electrical design, methods of construction, or technical suitability of materials.

Every person who submits plans or specification, and every Owner agrees not to bring any action or suit against the Association, the Committee, the Board, or the officers, directors, members, employees, and agents of any of them, to recover any such damages and hereby releases, premises and quitclaims all claims, demands and causes of action arising out of or in connection with any judgement, negligence or nonfeasance and hereby waives the provisions of any law which provided that a

general release does not extend to claims, demands and causes of action not known at the time the release is given.

These Guidelines are intended to complement the restrictions of the City of Frisco and the Declaration of Covenants, Conditions and Restrictions. In the event of conflict between these Guidelines and such other restrictions, the more restrictive will generally apply. Approval of plans by the Committee does not ensure similar approval by the City of Frisco nor does approval by the City ensure approval by the Committee.

Questions and comments regarding the review process shall be directed to the management office at 972-370-9700.

II. Definitions

These definitions are in addition to those listed in the Declaration of Covenants, Conditions, and restrictions for The Homeowners Association of Lone Star Ranch.

Air-conditioned Square Footage (ACSF) shall mean the total gross area of the proposed structure, measured from the outside of the exterior wall surface, exclusive of air conditioning duct space, garages, exterior storage, and unfinished attic storage areas not designed to be converted into usable floor area.

Applicant shall mean the Owner or Owner's designated representative of a Lot.

Earth tones shall refer to brown, black, blue, or green or derivatives thereof (i.e., beige, tan, gray, etc.). Red, yellows, and whites are not considered earth tone colors for the purpose of these Guidelines.

Greenway Frontage shall refer to lot lines that are adjacent to any Common Area or Golf Course.

Masonry shall refer to stucco, brick, natural stone, artificial stone and cast stone.

Primary Streets shall refer to perimeter streets that provide ingress/egress for a subdivision (as identified in the Subdivision Guidelines).

Retaining Wall shall refer to a wall specifically constructed to hold back soil from a building, structure, or area. Retaining Walls prevent down slope movement or erosion and provide support for vertical or near vertical grade changes.

Screening Wall shall refer to Common Area perimeter walls and are constructed of brick. These walls typically have masonry pillars.

Subdivision Grading Plan shall refer to the lot-grading plan for each subdivision on record with the City of Frisco.

Subdivision Design Guidelines shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications applicable to all aspects of construction, placement, location, alteration, maintenance and design of any improvements to or within each village. The Subdivision Design Guidelines may vary between phases and villages.

Villages shall mean and refer to each respective community arising out of the development, construction, use and occupancy of all phases of subdivision plats bearing the same common name.

III. Submittals and Fees

3.01 Application for review. Current applications are located on the association's website.

3.02 Submittals. Incomplete submittals shall be sufficient reason for disapproval.

3.03 Preliminary submission. Preliminary submissions are used typically recommended for new construction or major renovation of a Dwelling. The Committee encourages all Applicants to submit preliminary plans prior to finalizing the construction documents, for these major projects or any project that may require extensive planning and material preparation and procurement. At minimum, the preliminary plans should include a dimensional site plan, floor plans(s), front building elevation that defines the design concept and a list of material types, color and style.

Preliminary plan approval does not constitute approval by the Committee for the start of construction but are intended to assist the owner with confirming the general plan, styles, colors, materials and other aspects of the project are generally consistent with the subdivision and any village design guidelines prior to finalizing plans for submission and approval. Final plans must be submitted and approved prior to the start of construction. Preliminary plans are void ninety (90) days from their approval date.

3.04 Final plan submissions. Final plan submittals for new or modifications of a Dwelling shall be drawn on 24"x36" or 11'x17' sheets in electronic format and include the following:

1. Site Plan (drawn to a scale of not less than 1'-30'-0") showing:
 - a. Dimensional footprint of all proposed structures;
 - b. Property line dimensions, metes and bounds, setback lines and easements;
 - c. Proposed surface drainage, if different from Subdivision Grading Plan, including existing and finished grades (one (1) foot intervals) at all structures and property lines, direction and manner in which water will be drained from the Lot, finished pad elevation, and any retaining walls, area drains, piping systems, etc.;
 - d. North arrow;
 - e. Lot and block designations;
 - f. Address;
 - g. Fencing type, height, and location;
 - h. Any other proposed improvements such as screening walls, driveways, sidewalks, etc.;
 - i. Existing trees or tree masses;
2. Roof Plan (drawn to a scale of not less than 1/8' – 1'-0") showing:
 - a. Pitches, ridges, and valleys;
 - b. Roofing materials;
 - c. Chimneys, skylights, and all roof mounted equipment.

3. Floor Plan(s) (drawn to a scale of not less than 1/8"-1'-0"):
4. Elevations of all sides of the structure (drawn to a scale of not less than 1/8" -1'-0") showing:
 - a. Plate heights
 - b. All exterior finish materials clearly indicated;
 - c. Chimneys, balconies, railing details, skylights, etc.;
 - d. Entire front elevation
5. Exterior finish material and color selection samples;
6. Landscape Plan (drawn to scale of not less than 1"-20'-0") showing:
 - a. Size, type, location and quantity of proposed plants and trees (with common and botanical name);
 - b. Bed and turf areas;
 - c. Existing trees to be saved;
 - d. Existing-trees to be removed (single trunk trees in excess of 4" caliper or multi-trunk trees in excess of 6" caliper in total diameter must receive Committee approval prior to being removed);
 - e. Irrigation and watering systems; and
 - f. The entire site with all proposed improvements (i.e. house location, decking, sidewalks, driveways, pools, etc.)
7. Swimming Pool Plans (drawn to a scale of not less than 1"-20'-0") showing:
 - a. Location of pool or spa;
 - b. Construction access;
 - c. Pool equipment and screening method;
 - d. Associated decks, retaining walls, fencing, etc.;

A written decision is sent to the homeowner electronically. Copies of plans and Committee decisions are retained in the homeowner file electronically.

Final approval can be a time-consuming process depending on the completeness of submittals. Ample time should be allowed for Committee review, revisions to drawings as may be required, and resubmittals.

The Committee may require, as a condition precedent to any approval of the final plans, that the Applicant obtain and produce an appropriate building permit from the City of Frisco.

3.05 Resubmittals. If modification has not been completed within the Timeline noted on 1.09 from the date of the approved final plan submission for an approved project and an Extension has not been granted, then the approval becomes void, and a resubmittal is required. Any modifications or change to the approved set of plans must again be submitted to the Committee for review and approval prior to application and/or construction.

3.06 Verification of compliance. After completion of an approved new or remodeled Dwelling project the owner shall submit a written request to the Association for an on-site review by the Committee, or it designated representative, to verify conformance with the approved submittals, community standards and the Design Guidelines. Prior to the site visit being scheduled, the written request and appropriate site review fee (see section 3.08 Fees) must be submitted to the Association.

On-site reviews are subject to additional fees to verify conformance after the second site visit.

It is ultimately the homeowner's responsibility to comply with these Design Guidelines and procure all necessary approvals.

Notwithstanding the requirements of 1.06, the Association reserves the right, but not the obligation, to inspect any project for purposes of compliance.

3.07 Committee meeting schedule. The Committee utilizes an online platform to review applications to allow for varied schedules and timely feedback. The Committee may from time-to-time meeting in person to discuss specific items.

3.08 Fees. Fees only apply for new or remodeled Dwelling or other substantial projects if the Committee determines the need for assistance of an architect or other expert in review of completeness of submission and compliance with the Design Guidelines and other regulations in the governing documents. All expert fees will be based on actual cost to the Committee. Involvement of any expert is limited to compliance with Design Guidelines, harmony, esthetics, and governing document requirements. Experts will not be retained to review adequacy of design, structure, governmental code compliance, or other matters.

3.09 Timeline. The Committee recognizes various projects take different lengths of time. All work must be completed based on the following chart, unless otherwise noted on your approval letter. If you will be unable to complete the work within the provided timeframe, you must contact the Lone Star Ranch office at least 14 days prior to that due date to discuss a potential extension. Extensions are not guaranteed.

ACC Type	Time to Complete Work Once Acceptance is Sent (Days)
Conversion Item	180
Detached Structure/Building	180
Door(s)	90
Driveway	90
Exterior Modifications	90

ence - New or Replacement	90
Fence - Repair or Stain	90
Garage Door	90
Generator/Outdoor Mechanical	180
Gutters	90
Landscaping	90
Lighting	90
Mailbox	90
New Construction	360
New Construction - Design Plans	90
New Construction - Site Prep	90
Other	90
Outdoor Kitchen/Fireplace	90
Paint	90
Patio/Arbor/Deck	90
Patio/Balcony	90
Play Equipment	90
Pool/Spa	180
Retaining Wall	90
Roof	90
Satellite Dish	90
Screening	90
Shed	90
Solar Panel / Collector	90
Solar Screen(s)	90
Storm Door	90
Temporary Storage (Pod/Container/Dumpster)	60
Windows	90
Yard Art	60

IV. ARCHITECTURAL GUIDELINES

4.01 Site planning and house orientation. Lots with Greenway Frontage should orient major living spaces towards the open space amenities. The Committee is empowered (but not obligated) to review for the enhancement of views to and from the Common Areas. The review of the master set of plans for a volume builder shall include orientation of major living spaces towards the open space amenities.

Main entries and garages on corner lots shall be located so as to provide as much open area as possible facing the street corner. In general, the entry to the house should be oriented towards the corner with the garage located on the non-street side of the Lot.

Variation of setbacks is encouraged to avoid a “lined up tract subdivision” appearance.

Structures should be designed to fit site conditions in respect to existing vegetation, topography, shape of the lot, views, adjacent structures, and other site features. Retaining and planter walls should be used to help integrate the structure into the topography of the site. The exposed face of concrete foundations shall not exceed eight (8) inches above the finish grade.

Screening of driveways from Common Areas will be required.

4.02 General design and configuration. The exterior of all structures should be compatible with surrounding buildings. Each structure should be distinctive in design but unified in style to produce a general basic harmony of architecture.

The Committee, in reviewing individual house designs, will consider neighborhood integrity and continuity. The building design should convey a consistent level of design quality and completeness on all elevations. Front-oriented treatments in dissimilar materials that do not appear integrated into the design and inappropriate changes in material between elevations may not be allowed.

Masonry on elevations that face streets and Common Areas shall return at the building corners and continue on the side elevation before a change to the lesser cost material (i.e. wood siding) can occur.

Overly stylistic ornamentation or detailing that is out of character with the neighborhood image shall not be permitted.

4.03 Exterior wall construction, colors, and materials. Exterior wall surface materials shall be limited to three (3) dominant choices (excluding glass, trim and doors) unless otherwise approved by the committee.

Elevations that face streets (including rear/side elevations on lots adjacent to primary streets) and Common Areas shall be ninety-five (95%) percent masonry.

Appropriate materials shall include:

1. Facing brick shall meet the requirements of ASTM C 216 (latest issue) for clay brick, Grade SW. Colors shall be in the medium to warm earth tone range. Light colored brick, such as ivory or white, and high contrast blends that give a spotted appearance are prohibited.
2. Natural and artificial stone specifically approved by the Committee. Spotted applications of stone within a brick wall shall not be permitted unless the stone blends with the brick and is applied in a natural manner satisfactory with the Committee. Stream or river stone is not allowed.
3. Wood siding shall be redwood, cedar, or cypress boards. Wood shingle siding is not permitted unless specifically approved by the Committee.
4. Cement board siding.
5. Stucco in light to warm earth tones. No pure white is allowed. Finish shall be natural, subtle, sand texture with a flat crisp surface. Swirls, scratches, splashes, and artificial textures are not permitted. Architectural detailing around fenestrations shall be incorporated into predominately stucco houses.

All exterior color selections require Committee approval. Rich, conservative, natural colors are encouraged. Building color combinations are specifically subject to review and approval by the Committee. Colors must complement the masonry color on the house and typically should fall in the off-white, brown, beige, or gray color palette.

Shutters and front doors may be painted or stained in dark rich hues of black, brown, gray, blue and green colors that complement the siding and masonry tones of the house.

Color selections should be in character with the surrounding homes.

Bright primary and secondary colors and pastels are strongly discouraged and typically not allowed.

Repainting of the house using the same previously approved existing colors does not require additional approvals. Color and stain changes, however, must be submitted.

4.04 Roof construction and materials. The minimum roof pitch allowed for the main body of the house shall be 8:12. The Committee may consider lower roof pitches in special cases such as covered porches or shed dormers. Flat roofs are not allowed as a major architectural element. Roof pitches and overhangs may vary as dictated by the architectural style of the house.

Acceptable materials shall include:

1. Slate.
2. Clay tile.
3. Copper or factory finished metal.

4. Composition materials where the type, weight, quality, and color has been approved by the Committee.
5. Other materials must be specifically approved by the Committee.
6. Referenced Subdivision Guidelines for specifics.

Roof vents, vent stacks, galvanized roof valleys, flashings, etc. must be painted to match the roof material.

Downspouts shall not concentrate water flow directly onto adjacent properties. The Committee may require additional drainage systems, gutters and/or downspouts to assist in the orderly drainage and removal of roof water.

4.05 Inappropriate exterior materials. The following materials are considered inappropriate and will not be allowed.

1. Plastic or simulated brick materials.
2. Fiberglass, aluminum, vinyl, or sheet metal siding.
3. Painted concrete or brick.
4. Mirrored glass.
5. Ceramic tile.
6. Noticeably multi-colored masonry.
7. Brightly colored masonry.
8. Speckled or glazed brick.
9. Clear or gold anodized aluminum.
10. Exposed concrete masonry units.
11. Concrete brick.
12. River or stream stone.
13. Wood shingles/shakes.
14. Stucco boards.

4.06 Windows and doors. Careful attention should be given to the proportion, form, consistency of detailing and surround treatment around all door and window openings.

Glass should be clear. Tinted glass may be appropriate in special cases. No reflective glass or reflective tinting is permitted. Low emissivity (Low-E) glass permitted.

Reflective film on windows shall meet the following guidelines:

1. visible light reflection (exterior) shall not be more than thirty-five (35) percent.
2. the product shall be warranted for adhesion and anti-fogging:
3. windows of each elevation shall be consistent in appearance; and
4. if delaminating occurs, the owner shall take corrective action.

Wood window units are encouraged. Natural stain, vinyl clad wood and painted finishes are acceptable. White or bronze anodized aluminum windows are permitted. Mill-finish clear or gold anodized aluminum will not be allowed. Trim and window frame colors must be approved.

All front oriented bay windows which project above ground level (i.e., are not extensions of the foundation) shall have a corbelled masonry bottom treatment. Copper or factory painted metal finishes are also acceptable to blend with a copper or metal roof. Plywood is an unacceptable finish.

Divided lights are recommended on traditional home designs, yet the Committee may in its discretion approve alternate designs if the Committee determined they are consistent with the neighborhood.

Sunscreens shall be integral to the window unit.

Screen and storm doors visible to the Common Areas or streets shall have a nine (9) inch maximum wide frame that shall be finished to match or complement the window mullions of the house trim.

Storm doors shall have transparent glass. There shall be no cross members or ornamentation.

Screen doors shall have screen mesh with an even transparent look.

Garage doors shall have raised panels and be limited in size to nine (9) feet in height and eighteen (18) feet in width. Larger sizes may be considered by the Committee on a case-by-case basis and will require specific approval.

4.07 Sport courts and equipment. Sport courts and equipment shall be confined to the side and rear yards only and will require screening if the lot has Greenway Frontage.

Sport courts and equipment shall not be lighted and shall not alter the drainage pattern established by the Subdivision Grading Plan.

Sports equipment shall be limited in height to nine (9) feet, except basketball goals. The size, type, location, and materials will be reviewed on a case-by-case basis in consideration of the visual and use impact to neighboring properties.

Basketball goals:

Backboards shall be pole mounted and shall preferably be transparent acrylic. Backboards shall not be mounted on a house, garage, shed, etc.

Poles shall be metal, or fiberglass painted black.

Placement of basketball goals and pole shall be located to minimize visual and use impact to neighboring properties.

Portable goals shall be stored out-of-sight when not in use.

A maximum of one goal per lot is allowed.

4.08 Garages, driveways, sidewalks, and auto-courts. Each garage must have a minimum of two (2) enclosed car bays and 20'-0" concrete apron. Garages and porte cocheres should be integrated into the general massing of the house.

Auto-courts should be screened with fencing, landscaping, or walls.

Prefabricated carports are not allowed.

On lots without alley access side entry garages are preferred. Front entry single car garages may be permitted provided the architectural detailing surrounding the doors, as well as the face of the door, is enhanced.

Garages may face the side street on a corner lot provided the front elevation of the neighboring home will not face the garage opening(s).

Driveways shall be setback a minimum of 2'-0" from common property lines.

Garages and auto-courts shall not face the Common Areas.

Garages shall be set back a minimum of twenty-five (25) feet from the rear side of the house when adjacent to Common Areas. Additional setbacks may be required by the Committee. Windows or other features may also be required on garages to continue the character of the house across the entire elevation.

Detached garages are not allowed on lots with Greenway Frontage.

Driveway and entry sidewalk materials may consist of: broom finished or exposed aggregate concrete; impressed or pattern concrete stained in earth tones; paver blocks, bricks, or slate in warm earth tones or in combinations. Shades of bright colors and epoxy bonded aggregates are not allowed. Driveways, auto-courts, and parking pads shall have the same consistent finish on the lot.

Street sidewalks must be finished per City of Frisco requirements and consistent throughout.

Driveway reflectors are not permitted.

Boats, recreational vehicles, etc. must be stored, placed, or parked within the enclosed garage.

Driveway gates located in the front and side shall be ornamental metal painted black. The Committee may consider other colors provided they would complement the finishes on the house. Driveway gates located in the rear shall be ornamental metal painted black or covered with the same material and stain as fence around the house. The height shall not exceed eight (8) feet at the highest point. Driveway gates located in the front shall not be located or open past the front building setback line. Driveway gates located in the rear shall not open into the alley and shall be a rolling gate that opens parallel to the property. All newly constructed or replacement driveway gates must include address numbers visible from the alley. Fluorescent or brightly colored numbers are not allowed.

4.09 Mechanical equipment. All utility meters, equipment, garage receptacles, air-conditioning compressors, transformers, swimming pool equipment, etc. must be visually screened from the streets and Common Areas. Screening methods may include solid fencing walls or evergreen shrubs.

All mechanical equipment shall be located on the “open side” of the lot in zero lot subdivisions.

Roof mounted mechanical and electrical equipment is discouraged. All such equipment shall be screened from public view and must be approved by the Committee.

All utility services shall be underground.

Connections to the water and sewer lines shall be made as soon as practicable. Septic tanks, gas (propane, butane, LP, etc.) tanks, bottle, or cylinder of any types (excluding those normally associated with outdoor barbecue grills) shall not be placed on any lot without the prior written approval of the Committee.

4.10 Satellite dishes. Satellite dishes and antennae shall not exceed one meter (39”) in diameter.

Dishes should be placed in the least obtrusive location, preferable in the side or rear yard behind the primary front-end elevation of the home.

Dishes should not be placed in prominent visual location such as on top of the chimney, fence, balcony railing or roof ridge. Dishes may not be located on roof surfaces that directly face the street and Common Areas.

Dishes may not encroach upon any public right-of-way, Common Area or adjacent properties or be located on the zero side of a house in a zero-lot line subdivision.

Prior to installation, the Committee must approve a site plan indicating the proposed location.

4.11 Drainage and erosion control. Each builder in Lone Star Ranch is responsible for following the Subdivision Grading Plan and providing erosion control. Any deviations from the grading plan must be shown on the preliminary and final plan submissions.

Gutters, downspouts, subsurface drains, etc. may be required at the discretion of the Committee to improve the drainage quality. Concentrated drainage shall not be directed onto adjacent properties. Surface water should sheet flow before it enters into the drainage easements.

Piped drains are not allowed to have an outlet that directs water to adjoining lots or Common Areas. The outlet shall terminate into the street gutter. The exception to this provision is for homes in Lakeside, Austin Ridge, The Preserve and Highland Ridge. If original drains lead into non-HOA adjacent property, these drains may be maintained and updated as needed with Committee approval.

4.12 Mailboxes. Mailboxes shall conform to the specific village standard design.

4.13 View and privacy. The Committee shall have the right, but not the obligation, to review the location of all improvements, structures, landscaping, alarm systems, lighting, playground, recreational or mechanical equipment, etc., all in consideration of privacy and the aesthetic quality of views to and from Common Areas.

Reference Landscape Guidelines for planting restrictions on lots with Greenway Frontage.

Balconies are not permitted above the second floor on any lot unless specifically approved by the committee.

4.14 Zero lot line subdivisions and use easements. Side yard use easements on the “zero” side of the lot shall be provided to allow one homeowner to use the entire side yard area adjoining the adjacent lot owner’s blank wall.

The blank wall shall be one hundred (100%) percent masonry with the exception of permitted windows.

Windows (except glass block or obscured glass), doors, balconies and/or openings are not permitted on the blank wall or second story elevations that face the zero side. Glass block or obscured glass windows are permitted provided they do not exceed twenty-five (25) square feet in area and are limited to a maximum of four (4). The sill on the window shall be not lower than 8’-0” above the finished floor.

Balconies shall be oriented towards the open side of the lot. View shall be controlled by the use of side walls.

The owner of the completed house where the zero side abuts a vacant lot, may erect an approved temporary wood privacy fence along the common side property line until such

time that the adjacent house is completed. The cost of erecting and removing this temporary fence is to be at the completed house owner's sole cost and expense.

Permanent improvements (fencing, landscaping, walls, etc.) shall not be erected within the side yard use easement until the adjacent house is completed.

The blank wall shall be set directly on the parallel to the established zero side yard setback line.

Gutters and downspouts are required on the blank wall of the home. Downspouts shall be placed so as not to direct the drainage onto the adjacent lot.

All mechanical and utility equipment (i.e., air-conditioning compressors, meters, pool equipment, etc.) shall be located on the open side of the lot.

4.15 Exterior lighting. Light fixtures and standards should be chosen to blend into and enhance the area they are illuminating. Front and Greenway Frontage yard lighting should not exceed 7,000 lumens total.

Light fixtures that will be visible from the street and Common Areas shall be submitted for review and approval.

Spillage of light or glare from one property to another should be avoided. Light shields and timer/sensor systems should be used in areas where spill-over is a potential problem.

Soffit mounted floodlights are required to be shielded and should not exceed 150w. The shield shall extend beyond the face of the lamp.

All lights shall be in shades of white. Colored lights are not permitted with the exception of holiday season lights that are appropriate from Thanksgiving through the first week of January. High- or low-pressure sodium lamps are not permitted.

Tree lights shall be photo on the electric timer off.

Tennis or sports court lighting is not allowed.

4.16 Pools and spas. Pools are restricted to gunite or poured concrete. Other materials require Committee approval.

Above ground or vinyl lined pools are not permitted.

Pools and spas shall be located in the side or rear yards of the Lot and shall not encroach any easements or be located within five (5) feet of any property line.

Pool/spa equipment must be fully screened with fencing or evergreen planting and located adjacent to the dwelling unit away from neighboring properties and not under a

neighboring property's house window(s). On lots with Greenway Frontage, the equipment shall be located in the side yard between the front and rear elevations of the house.

Construction access is permitted only across the Lot on which the pool/spa is to be constructed. Access across the Common Areas and adjacent lots is not permitted.

All excess soil shall be removed from the Properties and properly disposed of.

Pool/spa overflow shall not be directed onto adjacent lots or the Common Areas.

The installation of pool/spas, decks, retaining walls, landscaping, fencing, etc shall not alter or impair the surface drainage on adjacent lots.

On lots with Greenway Frontage, above ground spas or hot tubs must be provided with appropriate skirting material and shall not protrude more than 24" above the finished grade unless mitigating measures are taken with landscaping, screening walls, retaining walls, etc. to fit the improvement into the site.

Pools, spas, hot tubs, decking, fencing, equipment, etc. should be designed to integrate with the natural topography of the site.

4.17 Setbacks. The subdivision plat, design guidelines, and/or the City of Frisco may indicate minimum building setback lines in which above ground development is not permitted. The more restrictive setback shall govern.

4.18 Retaining walls and screening walls. A Retaining Wall is a wall specifically constructed to hold back soil from a building, structure, or area. Retaining Walls prevent down slope movement or erosion and provide support for vertical or near vertical grade changes. A Retaining Wall may only be permitted when there exists a need for soil to be retained due to site grades and not for the purpose of mere aesthetics.

The exposed surface of retaining walls shall be faced with natural stone to complement the exterior materials of the house or brick of the same blend that is used on the residence. Walls shall be limited to four (4) feet in height and cease at grade. A series of walls in terraces may be required to comply with the height restriction. Taller walls may be allowed if justified and approved by the Committee.

A Professional Engineer shall design retaining walls greater than four (4) feet in height with current registration in the State of Texas.

Retaining walls shall not alter or impair the surface drainage across adjacent properties.

Wood or railroad tie walls are not permitted.

Pre-existing retaining walls installed by the Developer shall not be altered or increased in height in any way unless specifically approved by the Committee.

The requirements of the Subdivision Grading Plan shall not be altered by the addition of retaining walls.

Screening Walls are defined as Common Area perimeter walls and are constructed of stone. These walls typically have stone pillars.

4.19 Entry porticos. Roofed entry porticos with detached columns shall be tied back to the main face of the residence at the upper level.

4.20 Dormers. Dormers should be functional or appear as such. Windows in non-functional dormers shall be blacked out so the interior is not visible.

4.21 Shutters. Exterior shutters should appear to be operable. Shutters should be half-width of the window opening and match the window profile.

4.22 Fences and walls. Wall enclosures may be used to control privacy and reduce noise and visual intrusions. Fencing should be used to screen or buffer private areas.

There are two (2) typical types of fences identified for residential property in Lone Star Ranch (See Appendix B), Solid wood privacy fences to help screen privacy areas and open metal fencing to enhance views to and from streets and Common Areas.

Board-on-board wood privacy fences will be permitted.

Wood privacy fencing is required to be installed by the builder on all interior lots

Open metal fencing is required along side and rear property lines with Greenway Frontage (see Appendix B-2). The open metal fence shall return along the common side property lines of adjacent lots. The fence shall extend from the rear lot line to a point even with the rear building setback line on the lot and terminate into wood privacy fencing (see Appendix B-3).

Heights:

Fences/walls shall not be greater in height than necessary for its intended use.

Fences/walls shall be limited in height from a minimum of four (4) feet to a maximum of eight (8) feet, measured from the finished grade.

Fences/walls shall step up or down along sloped grades (see Appendix B-1). A maximum of 1'-0" level step is allowed.

Connecting fences shall match the height of the pre-existing or pre-approved fence on the neighboring lot.

Location:

The Committee must approve location of all fences/wall.

Fences/walls shall not be placed beyond the front yard building line and must comply with the City of Frisco requirements on side yards with secondary street frontage.

Solid wood fencing must be set back a minimum of ten (10) feet, five (5) feet for open metal, from the front facing elevation of the house.

Fencing installed along property lines where retaining walls exist shall be located on the high side of the wall.

Pickets for solid wood fencing must be placed on the exterior or outward facing side of the fence. The pickets may face inward to the privacy yard, at the discretion of the Committee, where fencing occurs along the high side of a retaining wall that would result in the unfinished side of the fence being exposed to public view.

Double fences/walls are prohibited.

Materials:

Wood fencing shall be Western Red Cedar (Architect Knotty or better), Spruce or Fir. Posts may be steel pipe columns or cedar. The Committee must approve any other material.

Metal (see Appendix B-2)

Masonry walls must complement or match the masonry used on the house.

Unacceptable materials and types (not all inclusive):

- Lattice panels
- Chain Link (exception see section titled Animal Housing)
- Wire, wire mesh or wire-bonded pickets
- Sheet or expanded metal and stamped metal posts
- Plastic or fiberglass (corrugated, flat, or woven)
- Rope, bamboo, or reed

Color and finish:

Wood fences are required to be completely stained on all sides with a “Cedar Tone Brown” color. Other stains may be acceptable provided the finished color matches the specified sealer and is approved by the Committee.

Metal fences must be properly prepared, primed, and painted in flat black.

Brick and stone walls shall be left natural. Stucco walls shall be finished with the same color as or complement that of the house.

Fence/wall construction within any easement is at the risk of the owner. Fences/walls shall not obstruct lot drainage easements.

Extensions of Developer installed fences shall match the design and stain color.

Gates are permitted along property lines with Common Area frontage provided the gate is of the self-closing type. All newly constructed or replacement driveway gates must include address numbers visible from the alley. Fluorescent or brightly colored numbers are not allowed.

Fence/wall lines should be aligned to accommodate existing trees without extending beyond the property lines and may not be structurally attached to a tree.

Masonry walls shall typically terminate into a decorative column at all corners and ends. The column shall be wider than the wall and capped with cast stone or other decorative masonry tops. Masonry walls must be designed by a Professional Engineer with current registration in the State of Texas.

4.23 Additions and remodels. All exterior colors and materials should match or complement the existing structure. Refer to the subdivision specific guidelines for additional requirements.

4.24 Roof accessories. Attic ventilators shall be the pancake (low profile) type and not extend above the roof ridge.

Roof top appendages, vents, stacks, ventilators, skylights, etc., should be located on the rear slopes of the roof and shall be painted to match or blend with the color of the roof.

Roof ridge vents are acceptable.

Skylights are not permitted on the front slope of the roof. Flat skylights are preferred on the exposed, sloped roofs. Bubble or pyramidal skylights will be considered on concealed small flat roofs or roof areas hidden from general view. Skylight panels shall be a smoke or bronze color, not white.

Solar design should be considered in the early design stages of the house and lot selection. Solar equipment shall be installed to give the appearance of the skylight, have a finished trim material or curb, and be located so as not to be visible from the street. Active solar appurtenances shall be non-reflective and integrated into the building design.

Exposed flashing, chimney caps, gutters, and downspouts (including attachment straps) must be painted to blend with the adjacent materials. Straight line counter flashing matching the slope of the roof is required at chimney and other roof penetrations. Flashing shall be painted to match the brick or blend with the adjacent materials, not the trim or roof color.

Downspout extensions in long runs shall be placed underground and discharged in conformance with the Subdivision Grading Plan.

4.25 Chimneys. All prefabricated fireplace units must have an architectural metal terminal cap. The cap must be an articulated and designed element. Spark arrestors are mandatory and shall comply with the applicable code requirements. Chimneys shall be constructed completely to the ground so as not to appear cantilevered from the building. All flues shall be encased.

Chimneys shall be integrated with the building architecture. The exterior finished material on all sides of chimneys shall be brick, stucco, or stone with the exception of chimneys that are not visible from the street and are located on interior lots without alleys adjacent to a primary street. B-Vent chimneys are acceptable on interior chimneys that faces a primary street or open space. Masonry chimney shafts shall be detailed with design features appropriate to the architectural style of the house (i.e., patterned brick or stonework, chimney pots, etc.). At a minimum, the top of the shaft should include detailing such as brick rowlock and soldier course projections.

4.26 Awnings. Awnings shall be of solid earth tones. Multi-colored, brightly colored, and scalloped or decorative edged designs are not allowed.

4.27 Decks, patios, porches, and exterior stairs. Wood decks and exterior stairs should be sensitively sited and shall incorporate privacy screening or plantings to increase the full and effective use of the feature.

Decks shall be of redwood, cedar, or other specifically approved materials. Pressure treated pine is permitted for the structure only on first floor decks or in areas not exposed to public views.

Patios may be of concrete, concrete pavers, brick, stone, or other specifically approved materials.

Decks, patios, porches, and exterior stairs shall not alter the lot drainage pattern per the Subdivision Grading Plan.

Decks shall be incorporated into the topography of the site to minimize the exposure of unsightly structural members. On lots with Greenway Frontage, landscaping and/or retaining wall skirting must be incorporated to screen the space between the deck and the ground from view.

Exterior stairs to upper-level deck areas shall be integrated with the house design. They shall be unobtrusive and painted/stained to blend with the exterior color finishes of the house.

4.28 Animal housing. The location, size, materials and sitting of all animal housing are subject to Committee approval. Animal housing shall not be visible from the street, Common Areas, or neighboring properties.

Dog runs shall be contained within the property lines and privacy fences, hidden from neighboring views, streets, and Common Areas.

Dog runs shall not be located in the side or rear yards of lots with Greenway Frontage.

Dog houses shall not exceed fifteen (15) square feet. Dog runs shall not exceed thirty-five (35) square feet. Chain link fences/gates with black vinyl coating are permitted for dog runs, however, the fencing must not be visible. One doghouse/run is allowed per lot.

Dog houses shall be of wood construction with roof materials and colors to match the house.

Dog runs shall have a concrete slab and shall be well maintained with regard to smell and appearance.

4.29 Flagpoles and flags. Flagpoles in rear yard shall be within twenty (20) feet of the house. Flagpoles in front yards must be within fifteen (15) feet of the house. In no case shall a flagpole be located beyond the property lines of the lot or in a side yard unless the side yard has secondary street frontage.

Flagpoles are not allowed in rear or side yards with Greenway Frontage.

Maximum height of a flagpole shall not exceed twenty (20) feet. The pole shall be maintained in vertical alignment.

Flagpole colors shall be black or dark bronze.

Flags shall be no larger than three (3) feet x five (5) feet but must be in proportion to the height of the pole.

Each lot shall have no more than one flagpole and flag, or one decorative permanent house mounted flag.

Accent lighting of flagpoles/flags is not allowed.

Flagpoles for builder model homes or sales trailers may be anodized aluminum and shall not exceed thirty (30) feet in height.

4.30 Address numbers. Address numbers shall be cast stone and integrated into the masonry wall of the house.

Maximum height to be six (6) inches.

Fluorescent or brightly colored numbers are not allowed.

4.31 Free standing structures. Free standing structures shall include gazebos, arbors, garden sheds, storage buildings, play equipment and houses. Other structures not itemized below must be submitted and will be reviewed by the Committee on a case-by-case basis.

Appropriate details, elevations and site plan showing the location must be submitted. The Committee shall consider the visibility and impact of the structure on neighboring lots, streets, and Common Areas, as well as the quality of the materials, finish and proposed colors.

Structures shall not alter the surface drainage requirements per the Subdivision Grading Plan.

Gazebos/trellis/arbors:

Gazebos and trellis/arbors shall be attractive in appearance without an excess of detail and be constructed of redwood, cedar or other materials specifically approved by the Committee.

Paint and stain finishes shall be coordinated with and complement those of the house.

Gazebo roof material shall match or complement that of the house.

Overall height shall not exceed twelve (12) feet.

Gazebos and trellis/arbors shall not exceed one-hundred forty-four (144) square feet in size. Larger sizes may be considered by the Committee depending upon the yard area and proposed location.

Gazebos and trellis/arbors shall be located in the side or rear yards only, maintain a five (5) foot setback from all common property lines and a ten (10) foot rear yard setback on lot lines with Greenway Frontage; and not encroach any drainage, utility, visibility or maintenance easements.

Gazebos and trellis/arbors shall maintain a ten (10) foot clearance from any other free-standing structure, not including the Dwelling and must otherwise comply with any applicable setback requirements.

One trellis/arbor is allowed per lot.

One gazebo is allowed per lot and is not allowed on a lot that already has a playhouse or storage shed.

Storage sheds:

Storage sheds must be located behind an eight (8) foot screening fence and shall not exceed the height of the fence.

Metal storage sheds are not allowed. Plastic sheds must be located behind wood screening fences.

Storage sheds shall be of wood and/or masonry construction with a finish and color to match or complement that of the house.

Storage sheds on lots with Greenway Frontage are restricted to the side yards only between the front and rear elevations of the house and must be screen from view.

Only one storage shed per lot is allowed and is not allowed on a lot that already has a gazebo or playhouse.

Storage shed roofing must match or complement that of the house.

Storage structures must maintain a minimum of five (5) foot setback from any property line.

Play equipment:

Play equipment shall not exceed twelve (12) feet in height and is allowed inside and rear yards only.

Play equipment may not be located any closer than ten (10) feet to any property line.

Metal play equipment must be earth tone in color.

Wood play equipment must be redwood or cedar and properly assembled and maintained.

Playhouses:

Playhouses must be located in the side or rear yard areas behind an eight (8) foot screening fence or otherwise screened.

Tree playhouses are not permitted.

No electrical, plumbing or air conditioning may be installed in the interior or on the exterior of the playhouse.

Playhouses must be of wood construction. Plastic playhouses are allowed provided they are not visible from the Common Areas.

Playhouses without foundations are considered toys.

Playhouses must be painted or stained to complement the house.

Playhouse roofing shall match or complement the house.

Playhouses shall be no taller than nine (9) feet at its tallest point and shall not exceed seventy-five (75) square feet in size.

Playhouses must maintain a ten (10) foot clearance from any structure.

Only one playhouse is allowed per lot and is not allowed on a lot that already has a gazebo or storage shed.

4.32 Trash and recycle containers. Trash and recycle containers shall not be left in the street or alleys and must be stored out of view.

4.33 Real estate signs. Each lot is allowed one (1) real estate sign to advertise the sale of the premises. The sign must be located within the property lines of the lot.

4.34 Outdoor fireplaces and barbecue pits. Permanent outdoor fireplaces and barbecue pits shall be of masonry that blends with that on the house. Brick shall match the house brick blend.

Fireplaces and pits may not be located closer than fifteen (15) feet to any property line with Greenway Frontage and shall not encroach any easement or alter the surface drainage per the Subdivision Grading Plan.

These structures should be in scale with and integrated into the design of the house structure, deck, and/or landscape areas and shall be sited in consideration of the neighboring properties.

The maximum height, excluding chimneys, shall not exceed six (6) feet. Height of the chimney shall be as required for operation and code compliance.

4.35 Lightning Protection. Homeowners may add lightening protection to their home without Architectural approval, under the following conditions.

Contractor uses National Fire Protection Association standards for single family home lightning protection systems.

Wiring must be below roof level and not visible from the street.

Aerial rods must be:

Copper or gray in color

10 to 24 inches in height

Maximum of 12 rods per home

Modest changes to the size and number of rods may be approved through the Architectural Committee.

V. LANDSCAPE GUIDELINES

Landscaping of individual Lots should, as a whole, result in the overall appearance has natural unity throughout the Properties. Consideration should be given to the size, color, texture, and location of the plantings so that, when mature, the landscaping will be in scale and complement the house it surrounds.

Landscaping irrigation plans are encouraged to be prepared and submitted for Committee review and approval. Landscaping installed without Committee review and approval is subject to removal if determined to be out of character with a natural setting image.

Landscaping shall be properly maintained.

5.01 Required landscaping. All required landscaping, as listed in the applicable Subdivision Design Guidelines, *must be installed by the Builder* within thirty (30) days of substantial completion of the home or change of ownership (closing).

All yard areas with street or Greenway Frontage must be landscaped, sodded, irrigated, and treed (where applicable).

5.02 Existing vegetation. Existing vegetation shall include trees with a four (4) inch or greater caliper trunk. Existing vegetation shall be preserved and protected to the greatest reasonable extent possible. No existing vegetation shall be removed without approval from the Committee.

The Committee shall have the right to prescribe extraordinary requirements for major trees in regard to building and paving operations and/or placement.

Existing tree(s) scheduled to be demolished, or deemed demolished by the Committee due to substandard or negligent treatment, shall be replaced at the sole cost and expense of the subject Lot Owner with a tree comparable to the one being removed as follows:

Existing tree removed (replacement tree)

4" to 18" caliper	(3" caliper)
18" to 24" caliper	(4" caliper)
24" & up caliper	(6" caliper)

5.03 Proposed vegetation. Introduced vegetation shall be selected from the Recommended Tree and Plant List at the end of this section. Other plant materials may be submitted for Committee approval; however, all plant material should be common to north Texas area.

Trees and plants shall be sound, vigorous, and free from diseases and insect pests and shall have a healthy root system. All new trees should be staked and guyed or kept vertical by other methods. All new plantings should be mulched, fertilized, and watered after planting. Plant material should be pruned to enhance the natural growth habit.

Desert landscaping is not an acceptable landscape alternative. Gravel will not be accepted as a yard grass or mulch for landscaping visible from public view.

Inappropriate features such as silk or plastic vegetation will not be allowed.

5.04 Berms, landscape beds and borders. Berms, when used, shall have a maximum slope of 3:1 but should be constructed with a more gradual slope and gently rounded top. Berms shall not direct surface water onto adjacent properties or alter surface drainage per the Subdivision Grading Plan.

A minimum slope of three percent (3%) should be provided between berms to allow positive drainage. Berms should be built with fill material that is free of debris and large rocks and well compacted to prevent the formation of sinkholes and depressions.

All landscape beds and border designs must be submitted to the Committee for approval. Landscape borders visible from the front of the home should be brick or stone and in the discretion of the Committee consistent with the style of the home.

5.05 Irrigation. Irrigation systems are required to have head-to-head coverage or closer and be of an underground automatic type with back flow preventer device. Controller device must be screened or placed out of public view.

Irrigation heads should be placed to prevent overspray onto paved areas, Common Areas or across property lines.

Rain Freeze Sensors are required on all new irrigation systems. Rain and freeze sensors and irrigation controllers must be maintained to function properly.

Irrigation systems must be properly maintained and in a state of repair at all times. Blown heads or line ruptures shall immediately be repaired.

Exposed pipe extensions must either be copper or darker in color.

A Licensed Irrigator in the State of Texas must provide irrigation design and installations.

5.06 Views to and from common areas. Along common property lines, planting shall not exceed four (4) feet in height within ten (10) feet of rear property lines with Greenway Frontage. Trees and/or tree canopies within this area shall be trimmed so that the view is not obstructed from the finish grade of the tree trunk to ten (10) feet in height.

5.07 Birdhouses. Pole mounted bird houses shall not exceed 15' in height. One pole-mounted birdhouse per Lot is allowed and shall not be located in the front yard.

Posts or poles shall be of wood, metal, or fiberglass. Color must be approved by the Committee. All poles and posts shall be maintained in a vertical and upright manner.

The birdhouse shall be finished in a color that compliments the house.

Hanging birdhouses that are placed in trees or from the house or other structures shall be limited in size to approximately 1' x 1' x 1'.

5.08 Fountains, statutory, topiaries and outdoor furniture. Fountains, statutory, and furniture are limited to three (3) feet; shall not be located beyond the front yard building line; shall be incorporated into the landscape design; and shall be limited to a total of two (2) per Lot. Fountains, statutory, topiaries and furniture must be approved for material and location and are best suited inside walled garden areas.

5.09 Vegetable gardens. Vegetable gardens shall be located in the side or rear yards only and must be screened with landscaping or fencing from streets, and Common Areas. Vegetable gardens shall be limited in size to approximately 144 square feet.

5.10 Recommended tree and plant list

Large Trees (Shade)

Common Name (Botanical)

Bald Cypress (*Taxodium distichum*)

Black Walnut (*Juglans nigra*)

Bur Oak (*Quercus macrocarpa*)

Caddo Maple (*Acer saccharum* "Caddo")

Cedar Elm (*Ulmus crassifolia*)

Chinese Elm (*Ulmus parvifolia*)

Chinese Pistachio (*Pistachia chinensis*)
Chinquapin Oak (*Quercus mulhnebergii*)
Easter Red Cedar (*Juniperus virginiana*)
Japanese Zelkova (*Zelcova serrata*)
Lacebark Elm (*Ulmus parvifolia*)
Live Oak (*Quercus virginiana*)
Overcup Oak (*Quercus lyrata*)
Pecan (*Carya illinoensis*)
Red Cedar (*Juniperus virginiana*)
Shantung Maple (*Acer truncatum*)
Shumard Oak (*Quercus shumardi*)
Sycamore (*Platanus occidentalis*)
Siberian Elm (*Ulmus pumila*)
Southern Magnolia (*Magnolia grandifolia*)
Texas Persimmon (*Diospyros virginiana*)
Texas Pistache (*Pistacia texana*)
Texas Red Oak (*Quercus shumardi* “Texana”)
Western Soapberry (*Sapindus drummondii*)
Winged Elm (*Ulmus alata*)

Small Trees (Ornamental)

Common Name (Botanical)

River Birch (*Betula nigra*)
Eastern Redbud (*Cercis canadensis*)
Dessert Willow (*Chilopsis linearis*)
Dogwood (*Cornus florida*)
Possumhaw Holly (*Ilex decidua*)
Foster Holly (*Ilex opaca*)
Youpon Holly (*Ilex vomitoria*)
Crape Myrtle (*Lagerstromia indica*)
Flowering Crabapple (*Malis spp*)
Ornamental Plum (*Prunus tiloba*)
Cherry Laurel (*Prunus caroliniana*)
Mexican Plum (*Prunus mexicana*)
Texas Sophora (*Sophora affinis*)
Chaste Tree (*Vitex agnus-castus*)
Japanese Maple (*Acer palmatum*)

Living Screen

Common Name (Botanical)

Cryptomeria (*Cryptomeria japonica*)
Leyland Cypress (*Cupressocyparis leylandi*)
NRS Holly (*Ilex aquifolium*)
Burford Holly (*Ilex cornuta* “burfordii”)
Youpon Holly (*Ilex vomitoria*)
Savannah Holly (*Ilex x attenuata* “Savannah”)

Cedar spp. (*Juniperus* spp.)
Juniper spp. (*Juniperus* spp.)
Chaste Tree (*Vitex agnus-castus*)
Loropetalum (*Loropetalum chinense* “Zhushou”)
Magnolia (*Magnolia* spp.)
Osmanthus (*Osmanthus* X *Fortunei*)

Shrubs

Common Name (Botanical)

Abelia (*Abelia* spp.)
Barberry (*Barbaris* spp.)
Japanese Boxwood (*Buxus* spp.)
Holly (*Ilex* spp.)
Junipers (*Juniperus* spp.)
Texas Sage (*Leucophyllum frutescens*)
Aucuba (*Aucuba japonica*)
Loropetalum (*Loropetalum chinense* var.)
Nandina (*Nandina domestica*)
Waxleaf Ligustrum (*Ligustrum japonicum*)
Sunshine Ligustrum (*Ligustrum sinense* “sunshine”)
Mahonia (*Mahonia* spp.)
Osmanthus (*Osmanthus fragans*)
Spirea (*Spirea* spp.)
Indian Hawthorn (*Raphiolepis indica*)

Ornamental Grasses / Accent Plants / Special Conditions Plants

Common Name (Botanical Name)

Maindengrass (*Miscanthus sinensis* spp.)
Oakleaf Hydrangea (*Hydrangea quercifolia*)
Red Yucca (*Hesperaloe parvifolia*)
Holy Fern (*Cyrtomium falcatum*)
Pampas Grass (*Cortaderia selloana*)
Red Salvia
Catmin
Turks cap
Cast Iron Plant
Esperanza (*Tecoma stans*)
Texas Mountain Laurel (*Sophora secundiflora*)

Ground Cover / Vines

Common Name (Botanical Name)

Asian Jasmine (*Trachelospermum asiaticum*)
Boston Ivy (*Parthenocissus tricuspidata*)
Carolina Jasmine (*Gelsemium sempervirens*)
Coral Honeysuckle (*Lonicera sempervirens*)
English Ivy (*Hedera helix*)

Hall's Honeysuckle (*Lonicera halliana*)
Liriope (*Liriope muscari*)
Mondo Grass (*Ophiopogon japonicus*)
Sweet Autumn Clematis (*Clematis paniculata*)
Purple Winter Creeper (*Euonymus coloratus*)
Trumpet Vine (*Campsis radicans*)
Virginia Creeper (*Parthenocissus quinquefolia*)
Vinca (*Vinca major*)

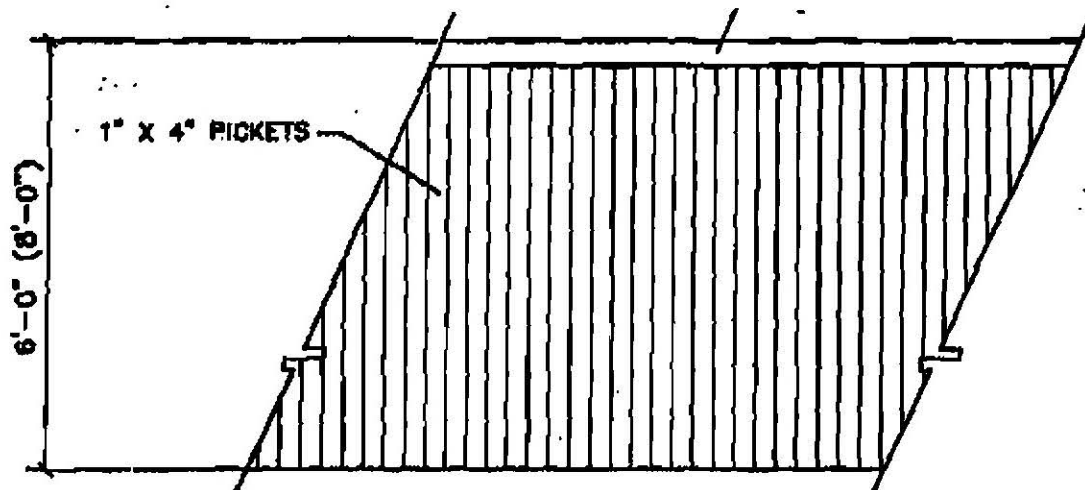
Turf Grasses

Common Name (Botanical name)

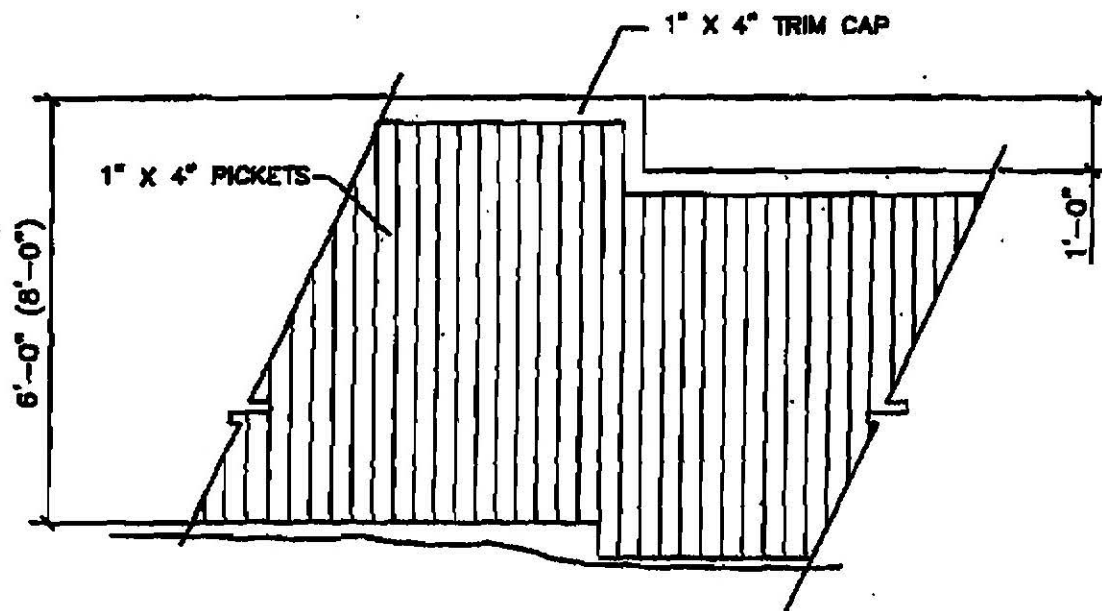
Bermuda Grass Seed or Sod (*Cynodon dactylon*)
St. Augustine Grass Sod (*Stenotaphrum secundatum*)
Zoysia Grass Sod (*Zoysia* spp.)
Fescue

Seasonal

Seasonal color is permitted without approval
This includes roses and other seasonal color commonly used in North Texas.



REQUIRED INTERIOR LOT PRIVACY FENCE



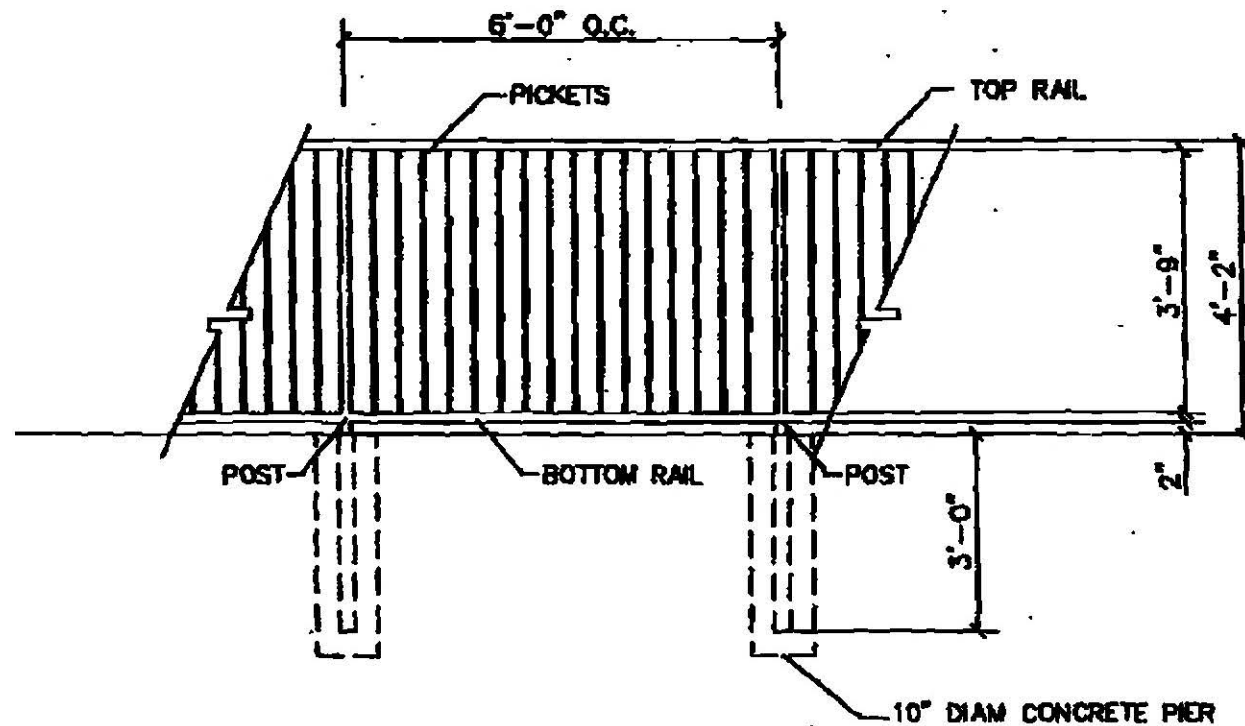
TYPICAL FENCE @ SLOPE

PICKETS: 3/4" X 16 GA HOLLOW METAL TUBE

RAILS: 1 1/2" SQUARE X 16 GA HOLLOW METAL TUBE RAIL

POSTS: 2 1/2" SQUARE X 11 GA METAL TUBE POSTS.
PROVIDE STEEL CAPS ON ALL POSTS.

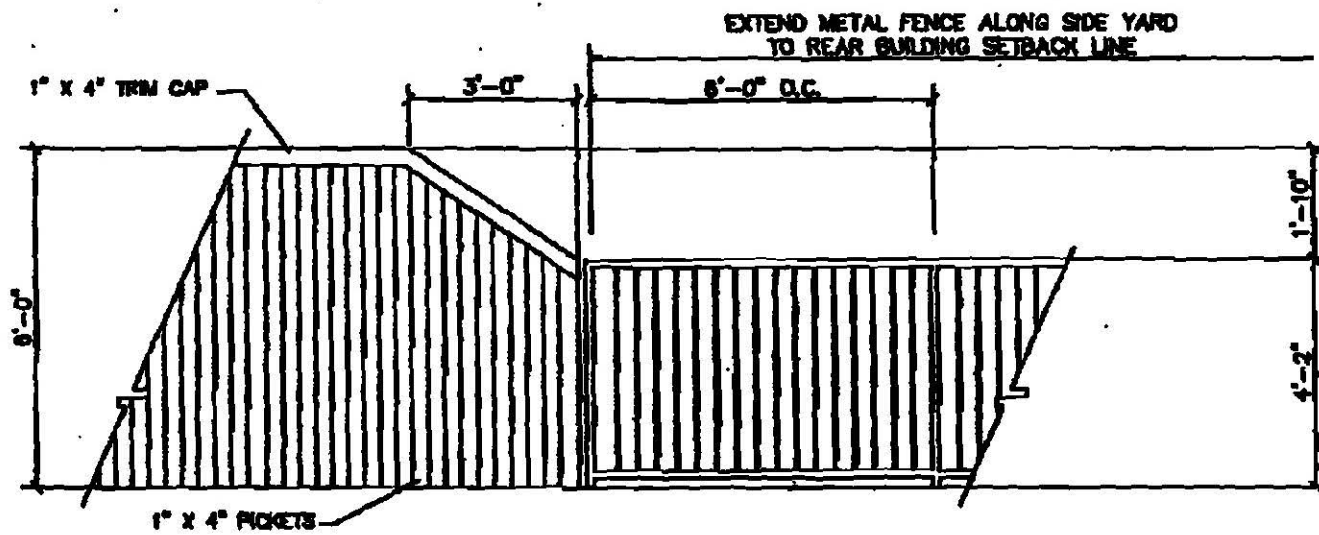
ADDITIONAL "DOG BARS" MAY BE INCORPORATED INTO THE BOTTOM 18".



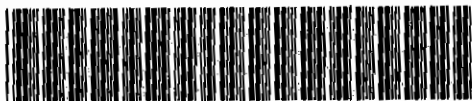
Appendix B-2

REQUIRED OPEN METAL FENCE ALONG PROPERTY WITH GREENWAY FRONTAGE

Appendix B-3



SIDE YARD PRIVACY FENCE ON LOTS WITH GREENWAY FRONTAGE



70 2011 00015044

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

7th Amendment

Instrument Number: 2011-15044

As

Recorded On: February 16, 2011

Amendment

Parties: THE HOMEOWNERS ASSOCIATION OF LONE STAR

Billable Pages: 58

To

Number of Pages: 58

Comment:

(Parties listed above are for Clerks reference only)

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

Amendment	239.00
Total Recording:	239.00

***** 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: 2011-15044
Receipt Number: 765125
Recorded Date/Time: February 16, 2011 12:03:00P
User / Station: S Parr - Cash Station 3

Record and Return To:

THE PELLAR LAW FIRM
2591 DALLAS PKWY
STE 300
FRISCO TX 75034



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

**SEVENTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

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

This **SEVENTH AMENDEMENT TO COVENANTS, CONDITIONAS AND RESTRICTIONS OF THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC** ("Seventh Amendment") is adopted and made effective as of the date of recordation in the Real Property Records of Denton County, Texas by the Board of Directors of **THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**, a Texas non-profit corporation (the "Association").

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et seq.*, of the Official Public Records of Denton County, Texas ("Declaration"); and

WHEREAS, the Declaration was amended by the following recorded instruments in the Official Public Records of Denton County, Texas: (i) Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential properties, filed on April 27, 2005, and recorded as Instrument No. 2005-4887 ("First Amendment"); (ii) Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on September 27, 2008, and recorded as Instrument No. 2006-119349 ("Second Amendment"); (iii) Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 6, 2009, and recorded as Instrument No. 2009-1304 ("Third Amendment"); (iv) Forth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 29, 2009, and recorded as Instrument No. 2009-10248 ("Fourth Amendment"); (v) Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 29, 2010, and recorded as Instrument No. 2009-10249 ("Fifth Amendment"); Sixth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on February __, 2011, and recorded as Instrument No. 2010-_____ ("Sixth Amendment"); and

WHEREAS, Article XII, Section 12.3(a) of the Declaration states that the Association's Board of Directors may amend the Design Guidelines.

WHEREAS the Association Board of Directors has approved the following amendment to Exhibit "E" of the Declaration [Design Guidelines], as amended by Exhibit "E" to the Fourth Amendment, by replacing Exhibit "E", as amended, in its entirety with the following attachment: Exhibit "E":

Exhibit "E-1" – General Design Guidelines
Exhibit "E-2" – Subdivision Design Guidelines for Quail Meadow Phase I & II
Exhibit "E-3" – Subdivision Design Guidelines for Saddlebrook Village Phase I & II
Exhibit "E-4" – Subdivision Design Guidelines for Stone Creek Village Phase I
Exhibit "E-5" – Subdivision Design Guidelines for Lake Hill Village Phase I & II
Exhibit "E-6" – Subdivision Design Guidelines for Austin Ridge At Lone Star Ranch

IN WITNESS WHEREOF, the undersigned I have hereunto subscribed my name and affixed the seal of said Association this 14 day of February, 2011.

THE HOMEOWNERS ASSOCIATION
OF LONE STAR RANCH, INC.

By: [Signature]
Name: William P. Kniering
Title: President

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 14 DAY OF
FEB, 2011.

[Signature]
Notary Public in and for the State of Texas

My commission expires: 3-30-13

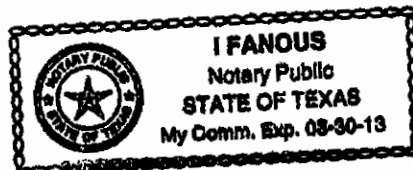


EXHIBIT "E-2"

SUBDIVISION DESIGN GUIDELINES

FOR QUAIL MEADOW VILLAGE PHASE I & II

These Subdivision Design Guidelines are promulgated specifically for Phase I & II of Quail Meadow Village and are intended to supplement, not replace, the current version of the Design Guidelines for Lone Star Ranch.

1. Minimum Air Conditioned Square Footage Requirement:

One thousand eight hundred (1800) square feet

2. Minimum setback requirements:

Front Yard:	Per recorded plat
Rear Yard:	Twelve (12) feet
Side Yard:	Seven (7) feet
Corner Side Yard:	Fifteen (15) feet on corner lots

3. Primary streets shall include:

Lebanon Road
Quail Hollow Road
Trailside Drive
Ridgecross Road
Teel Parkway

4. Landscape Requirements: The Lot areas listed below shall be landscaped with the listed plan material sizes and quantities. Plantings shall be selected from Section 5.10 Recommended Tree and Plant List in the Design Guidelines. These landscape requirements are in addition to the landscape requirements of the Design Guidelines.

Front Yard: Two rows of five (5) gallon non-deciduous (evergreen) shrubbery located along the foundation exclusive of porches and patios.
A total of one – 3" caliper (minimum) large shade trees are required.

Corner Side Yard: One row of five (5) gallon non-deciduous (evergreen) shrubbery located along the foundation where exposed to the street.

A total of one – 3" caliper (minimum) large shade tree. The shade tree is in addition to the front yard requirements and must be placed on the street side of the wood privacy fence.

Rear Yard (Lot 25 through 28 of Block 10; Lots 1 through 5 of Block 11; Lots 1 through 7 of Block 12; Lots 16 through 32 of Block 13; and Lots 1, 2 and 3 of Block 14):

One five (5) gallon non-deciduous (evergreen) shrubbery located along the foundation exclusive of porches, decks and patios.

A total of two – 3" caliper (minimum) large shade trees located within 10' of the rear property line.

Mechanical equipment (a/c units, pool equipment, etc.):

One row of non-deciduous five (5) gallon shrubbery is required around these elements to screen them from public view. The height of the initial planting material shall, at a minimum, match that of the tallest element(s) being screened.

5. Sidewalks and Driveways. The builder of each single-family home shall construct, install and provide a public sidewalk in accordance with the City of Frisco, Texas requirements. All concrete sidewalks, driveways, walkways and paths which are not in the public right-of-way shall have a broom finish as a minimum.
6. Elevations. Elevations shall not repeat without at least 3 intervening homes of sufficient dissimilarity.
7. Masonry. Each single-family detached residential dwelling shall meet the City of Frisco masonry requirements. Reference Design Guidelines (4.03 Exterior wall construction, colors and materials) for masonry coverage requirements of elevations facing primary streets, Common Areas and Golf Courses.
8. Brick Blends. Same brick blends shall not repeat on adjacent lots or across the street.
9. Chimneys. Reference Design Guidelines (4.25 Chimneys) for exterior finish requirements.

The following lots are considered alley lots with primary street adjacency:

10. Fencing. Reference Design Guidelines (4.22 Fences and walls) for fence requirements.
11. Roof materials. Composition roof shingles shall weigh 220 to 240 lbs. per square with a 25 year manufacturer's warranty period. The type, quality and color must be specifically approved by

the Committee. Roof material over bay windows may be copper, anodized aluminum or metal with a factory-applied finish.

12. Roof pitch. Minimum roof pitch for major front elevations shall be 8:12.

13. Mailboxes. See attached design standard.

EXHIBIT "E-3"

SUBDIVISION DESIGN GUIDELINES

FOR SADDLE BROOK VILLAGE PHASE I & II

These Subdivision Design Guidelines are promulgated specifically for Phase I & II of Saddle Brook Village and are intended to supplement, not replace, the current version of the Design Guidelines for Lone Star Ranch.

1. Minimum Air Conditioned Square Footage Requirement:

One thousand eight hundred (1800) square feet

2. Minimum setback requirements:

Front Yard: Per recorded plat

Rear Yard: Twelve (12) feet

Zero Side Yard: Eight (8) inches on lot lines platted with a zero lot line designation. The blank wall shall be placed directly on the setback line.

Open Side Yard: Ten (10) feet

Corner Side Yard: Fifteen (15) feet on corner lots

3. Primary streets shall include:

Teel Parkway

4. Landscape Requirements: The Lot areas listed below shall be landscaped with the listed plan material sizes and quantities. Plantings shall be selected from Section 5.10 Recommended Tree and Plant List in the Design Guidelines. These landscape requirements are in addition to the landscape requirements of the Design Guidelines.

Front Yard: Two rows of five (5) gallon non-deciduous (evergreen) shrubbery located along the foundation exclusive of porches and patios.
A total of one – 3" caliper (minimum) large shade trees are required.

Corner Yard Area: One row of five (5) gallon non-deciduous (evergreen) shrubbery located along the foundation where exposed to the street.

A total of one – 3" caliper (minimum) large shade tree. The shade tree is in addition to the front yard requirements and must be placed on the street side of the wood privacy fence.

Rear Yard (Lots 1 through 29 of Block 22):

One five (5) gallon non-deciduous (evergreen) shrubbery located along the foundation exclusive of porches, decks and patios.

A total of two – 3" caliper (minimum) large shade trees.

Mechanical equipment (a/c units, pool equipment, etc.):

One row of non-deciduous five (5) gallon shrubbery is required around these elements to screen them from public view. The height of the initial planting material shall, at a minimum, match that of the tallest element(s) being screened.

Landscape screening is not required where equipment is located behind privacy fencing out of public view.

5. **Sidewalks and Driveways.** The builder of each single-family home shall construct, install and provide a public sidewalk in accordance with the City of Frisco, Texas requirements. All concrete sidewalks, driveways, walkways and paths which are not in the public right-of-way shall have a broom finish as a minimum.
6. **Elevations.** Elevations shall not repeat without at least 4 intervening homes of sufficient dissimilarity.
7. **Masonry.** Each single-family detached residential dwelling shall meet the City of Frisco masonry requirements. Reference Design Guidelines (4.03 Exterior wall construction, colors and materials) for masonry coverage requirements of elevations facing primary streets, Common Areas and Golf Courses.
8. **Brick Blends.** Same brick blends shall not repeat on adjacent lots or across the street.
9. **Chimneys.** Reference Design Guidelines (4.25 Chimneys) for exterior finish requirements.

The following lots are considered alley lots with primary street adjacency:

10. **Fencing.** Reference Design Guidelines (4.22 Fences and walls) for fence requirements. Fencing on Lots with a zero lot line designations may have fencing flush with the front facing elevation of the house.

11. Roof Drainage. Gutters are required on roofs along the zero side of the house. The roof drainage shall be carried to the front or rear of the house and shall not be terminated onto the adjacent property open side.
12. Roof materials. Composition roof shingles shall weigh 220 to 240 lbs. per square with a 25 year manufacturer's warranty period. The type, quality and color must be specifically approved by the Committee. Roof material over bay windows may be copper, anodized aluminum or metal with a factory-applied finish.
13. Roof pitch. Minimum roof pitch for major front elevations shall be 8:12.
14. Mailboxes. See attached design standard.

EXHIBIT "E-4"

SUBDIVISION DESIGN GUIDELINES

FOR STONE CREEK VILLAGE PHASE I & II

These Subdivision Design Guidelines are promulgated specifically for Phase I of Stone Creek Village and are intended to supplement, not replace, the current version of the Design Guidelines for Lone Star Ranch.

1. Minimum Air Conditioned Square Footage Requirement:

Two thousand eight hundred (2800) square feet

2. Minimum setback requirements:

Front Yard:	Per recorded plat
Rear Yard:	Twenty (20) feet
Side Yard:	Seven (7) feet
Corner Side Yard:	Fifteen (15) feet on corner lots

3. Primary streets shall include:

Lone Star Parkway
Lebanon Road
Beacon Hill Drive

4. Landscape Requirements: The Lot areas listed below shall be landscaped with the listed plan material sizes and quantities. Plantings shall be selected from Section 5.10 Recommended Tree and Plant List in the Design Guidelines. These landscape requirements are in addition to the landscape requirements of the Design Guidelines.

Front Yard: Two rows of five (5) gallon non-deciduous (evergreen) shrubbery located along the foundation exclusive of porches and patios.
A total of two - 4" caliper (minimum) large shade trees.

Corner yard area and side yards with Greenway Frontage:

One row of five (5) gallon non-deciduous (evergreen) shrubbery located along the foundation where exposed to the street and open space.

A total of one – 3" caliper (minimum) large shade tree. The shade tree is in addition to the front yard requirements and must be placed on the street side of the wood privacy fence.

Where wood fencing occurs along the street frontage, one – 2.5 inch caliper (minimum) small ornamental trees are required at 20'-0" o.c.

Rear Yard (Lots 16 through 32 of Block 31):

One row of five (5) gallon non-deciduous (evergreen) shrubbery located along the foundation exclusive of porches, decks and patios.

A total of two – 4" caliper (minimum) large shade trees located within 10' of the rear property line.

Mechanical equipment (a/c units, pool equipment, etc.):

One row of non-deciduous five (5) gallon shrubbery is required around these elements to screen them from public view. The height of the initial planting material shall, at a minimum, match that of the tallest element(s) being screened.

Landscape screening is not required where equipment is located behind privacy fencing out of public view.

5. **Sidewalks and Driveways.** The builder of each single-family home shall construct, install and provide a public sidewalk in accordance with the City of Frisco, Texas requirements. All concrete sidewalks, driveways, walkways and paths which are not in the public right-of-way shall have a broom finish as a minimum.
6. **Elevations.** Elevations shall not repeat without at least 5 intervening homes of sufficient dissimilarity.
7. **Masonry.** Each single-family detached residential dwelling shall meet the City of Frisco masonry requirements. Reference Design Guidelines (4.03 Exterior wall construction, colors and materials) for masonry coverage requirements of elevations facing primary streets, Common Areas and Golf Courses.
8. **Brick Blends.** Same brick blends may be repeated provided there are a minimum of five (5) intervening houses between the lots along the fronting or side/corner streets.
9. **Chimneys.** Reference Design Guidelines (4.25 Chimneys) for exterior finish requirements.
10. **Fencing.** Reference Design Guidelines (4.22 Fences and walls) for fence requirements.

11. Roof materials. Composition roof shingles shall weigh 280 lbs. per square with a 30 year manufacturer's warranty period. The type, quality and color must be specifically approved by the Committee. Roof material over bay windows may be copper, anodized aluminum or metal with a factory-applied finish.
12. Roof pitch. Minimum roof pitch for major front elevations shall be 8:12.
13. Mailboxes. See attached design standard.

EXHIBIT "E-5"

SUBDIVISION DESIGN GUIDELINES

FOR LAKE HILL VILLAGE PHASE I & II

These Subdivision Design Guidelines are promulgated specifically for Phase I & II of Lake Hill Village and are intended to supplement, not replace, the current version of the Design Guidelines for Lone Star Ranch.

1. Minimum Air Conditioned Square Footage Requirement:

Two thousand four hundred (2400) square feet

2. Minimum setback requirements:

Front Yard: Per recorded plat

Rear Yard: Twenty (20) feet

Side Yard: Seven (7) feet

Corner Side Yard: Fifteen (15) feet on corner lots

3. Landscape Requirements: The Lot areas listed below shall be landscaped with the listed plan material sizes and quantities. Plantings shall be selected from Section 5.10 Recommended Tree and Plant List in the Design Guidelines. These landscape requirements are in addition to the landscape requirements of the Design Guidelines.

Front Yard: Two rows of five (5) gallon non-deciduous (evergreen) shrubbery located along the foundation exclusive of porches and patios.
A total of two – 3" caliper (minimum) large shade trees are required.

Corner yard area and side yards with Greenway Frontage:

One row of five (5) gallon non-deciduous (evergreen) shrubbery located along the foundation where exposed to the street or open space.

A total of one – 3" caliper (minimum) large shade tree. The shade tree is in addition to the front yard requirements and on

corner lots must be placed on the street side of the wood privacy fence.

Where wood fencing occurs along the street frontage, one – 2.5 inch caliper (minimum) small ornamental trees are required at 20'-0" o.c.

Rear Yard (Lots 20 through 33 of Block 26 and Lots 1 through 35 of Block 23:

One row of five (5) gallon non-deciduous (evergreen) shrubbery located along the foundation exclusive of porches, decks and patios.

A total of two – 3" caliper (minimum) large shade trees located within 10' of the rear property line.

Mechanical equipment (a/c units, pool equipment, etc.):

One row of non-deciduous five (5) gallon shrubbery is required around these elements to screen them from public view. The height of the initial planting material shall, at a minimum, match that of the tallest element(s) being screened.

Landscape screening is not required where equipment is located behind privacy fencing out of public view.

4. **Sidewalks and Driveways.** The builder of each single-family home shall construct, install and provide a public sidewalk in accordance with the City of Frisco, Texas requirements. All concrete sidewalks, driveways, walkways and paths which are not in the public right-of-way shall have a broom finish as a minimum.
5. **Elevations.** Elevations shall not repeat without at least 3 intervening homes of sufficient dissimilarity.
6. **Masonry.** Each single-family detached residential dwelling shall meet the City of Frisco masonry requirements. Reference Design Guidelines (4.03 Exterior wall construction, colors and materials) for masonry coverage requirements of elevations facing primary streets, Common Areas and Golf Courses.
7. **Brick Blends.** Same brick blends shall not repeat on adjacent lots or across the street.
8. **Chimneys.** Reference Design Guidelines (4.25 Chimneys) for exterior finish requirements.
9. **Fencing.** Reference Design Guidelines (4.22 Fences and walls) for fence requirements.

10. Roof materials. Composition roof shingles shall weigh 220 to 240 lbs. per square with a 25 year manufacturer's warranty period. The type, quality and color must be specifically approved by the Committee. Roof material over bay windows may be copper, anodized aluminum or metal with a factory-applied finish.
11. Roof pitch. Minimum roof pitch for major front elevations shall be 8:12.
12. Mailboxes. See attached design standard.

**SUPPLEMENTAL
SUBDIVISION DESIGN GUIDELINES
FOR
AUSTIN RIDGE AT LONE STAR RANCH**

These Subdivision Design Guidelines are promulgated specifically for Austin Ridge at Lone Star Ranch and are intended to supplement the current version of the Design Guidelines for Lone Star Ranch.

1. Minimum Air Conditioned Square Footage Requirement:

One thousand eight hundred (1,800) square feet, as outlined by City of Frisco requirements.

2. Minimum setback requirements:

Per City of Frisco requirements for the Austin Ridge neighborhood.

3. Landscape requirements:

The lot areas listed below shall be landscaped with the listed plant material sizes and quantities. Plantings shall be selected from Section 5.10 Recommended Tree and Plant List in the Design Guidelines. These landscape requirements are in addition to the landscape requirements of the Design Guidelines.

Front yard lot area:

One row of five (5) gallon non-deciduous (evergreen) shrubbery located along the foundation exclusive of porches and patios.

A total of one – 3" caliper (minimum) large shade trees are required.

Corner yard lot area:

A total of one – 3" caliper (minimum) large shade tree. The shade tree is in addition to the front yard requirements and must be placed on the street side of the wood privacy fence.

Mechanical equipment (a/c units, pool equipment, etc.):

One row of non-deciduous five (5) gallon shrubbery is required around these elements to screen them from public view. The height of the initial planting material shall, at a minimum, match that of the tallest element(s) being screened.

Landscape screening is not required where equipment is located behind privacy fencing out of public view.

4. Sidewalks and Driveways:

The builder of each single-family home shall construct, install and provide a public sidewalk in accordance with the City of Frisco requirements. All concrete sidewalks, driveways, walkways and paths which are not in the public right-of-way shall have a broom finish as a minimum.

5. Elevations:

Elevations shall not repeat on the same side of the street without at least two (2) intervening homes of sufficient dissimilarity. With regards to elevations that are repetitive or very similar to existing dwellings which are across the street, the Committee will consider such elevations depending on the distance between the existing dwellings and the proposed dwelling, as well as the positioning of the proposed dwelling. Should such elevations be allowed, the proposed dwelling must have brick and/or stone that is different from the existing dwelling across the street.

6. Masonry:

Each single-family detached residential dwelling shall meet the City of Frisco masonry requirements. Reference Design Guidelines (4.03 Exterior wall construction, colors, and materials) for masonry coverage requirements of elevations facing primary streets, Common Areas/Greenway Frontage.

The following lots are considered to have primary street adjacency:

Block A, Lots 58-61
Block B, Lots 1, 3, 4, 13-23
Block D, Lots 23-29, 51-54
Block G, Lots 1-3, 12-14, 21-23, 30-34

The following lots are considered to have Greenway/Common Area Frontage:

Block A, Lots 1-13, 15-34, 36-46

7. Brick Blends:

Identical brick blends may not be repeated next door to each other along the fronting street or across the street.

8. Chimneys:

Chimney materials shall meet the City of Frisco requirements.

9. Fencing:

Reference Design Guidelines (4.22 Fences and walls) for fence requirements. Fencing shall meet all City of Frisco requirements. Trim caps are not required.

10. Roof materials:

Composition roof shingles shall be at least 20 year Certainteed Landmark Laminate or its equivalent. The type, quality and color must be specifically approved by the Committee. Roof materials over bay windows may be copper, anodized aluminum or metal with a factory-applied finish.

11. Roof pitch:

Minimum roof pitch for major front elevations shall be 6:12.

12. Mailboxes:

All mailboxes are to be located within a masonry structure to match the main house on the lot, and must be approved by the Committee. Height and placement should meet all City of Frisco requirements.

13. Garages:

Garage design and materials shall meet all City of Frisco requirements. Front entry garages are permitted where appropriate per plat, refer to 4.08 of the general design guidelines for specific requirements.

14. Shutters:

Shutters should be stained or painted to compliment the exterior of the house and the community, refer to 4.21 of the general design guidelines for specific requirements. Shutters are not required to appear operable.



70 2011 00015045

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

8th Amendment

Instrument Number: 2011-15045

As

Recorded On: February 16, 2011

Amendment

Parties: THE HOMEOWNERS ASSOCIATION OF LONE STAR

Billable Pages: 5

To

Number of Pages: 5

Comment:

(Parties listed above are for Clerks reference only)

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

Amendment	27.00
Total Recording:	27.00

***** 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: 2011-15045
Receipt Number: 765125
Recorded Date/Time: February 16, 2011 12:03:00P
User / Station: S Parr - Cash Station 3

Record and Return To:

HENRY ODDO
1700 PACIFIC AVE
STE 2700
DALLAS TX 75201



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:

**Judd A. Austin, Jr., Esq.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201**

**EIGHTH AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LONE STAR RANCH RESIDENTIAL PROPERTIES**

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

KNOW ALL MEN BY THESE PRESENTS:

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290, et seq., of the Official Public Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Declaration was amended by virtue of the following instruments: (i) Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on April 27, 2005, and recorded as Instrument No. 2005-4887 in the Official Public Records of Denton County, Texas (the "First Amendment"); (ii) Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on September 27, 2008, and recorded as Instrument No. 2006-119349 in the Official Public Records of Denton County, Texas (the "Second Amendment"); (iii) Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star

**EIGHTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR LONE STAR RANCH RESIDENTIAL PROPERTIES**

Ranch Residential Properties, filed on January 6, 2009, and recorded as Instrument No. 2009-1304 in the Official Public Records of Denton County, Texas (the "Third Amendment"); (iv) Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 29, 2009, and recorded as Instrument No. 2009-10248 (the "Fourth Amendment"); (v) Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 29, 2009, and recorded as Instrument No. 2009-10249 in the Official Public Records of Denton County, Texas (the "Fifth Amendment"); (vi) Sixth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January ___, 2011, and recorded as Instrument No. 2010-_____ in the Official Public Records of Denton County, Texas (the "Sixth Amendment"); (vi) Seventh Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January ___, 2011, and recorded as Instrument No. 2010-_____ in the Official Public Records of Denton County, Texas (the "Seventh Amendment"); and

WHEREAS, under Article XVII, Section 17.2 (b) of the Declaration, the Declaration can be amended by the affirmative vote or written consent , or any combination thereof, of Members representing at least sixty-seven percent (67%) of the total Class "A" votes in The Homeowners Association of Lone Star Ranch, Inc.; and

WHEREAS, Members representing no less than sixty-seven percent (67%) of the total Class "A" votes in The Homeowners Association of Lone Star Ranch, Inc. have approved of the following amendments to the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

EIGHTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LONE STAR RANCH RESIDENTIAL PROPERTIES

(a) Section 11.2 (b) of Article XI of the Declaration is amended to read, in its entirety, as follows:

(b) Computation. The Base Assessment shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce the total income of the Association equal to the total budgeted Common Expenses, including reserves; provided, however, until a Lot has been issued a Certificate of Occupancy, the Owner of such Lot shall be assessed at a rate equal to fifty percent (50%) of the assessment rate for other Lots. In determining the level of assessments, the Board may consider other sources of funds available to the Association, the number of Lots subject to assessment under Section 11.9 hereof on the first day of the fiscal year for which the budget is prepared, and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

(b) Section 11.10 of Article XI of the Declaration is amended to read, in its entirety, as follows:

Section 11.10 Capitalization of the Association. Upon each transfer of record title to a Lot for which a Certificate of Occupancy has been issued, a contribution shall be made by or on behalf of the purchasing Owner of such Lot to the Working Capital Fund of the Association in an amount equal to one-sixth (1/6) of the Base Assessment per Lot for the year as determined by the Board. The amount of this contribution to the Working Capital Fund shall be set by the Board at the beginning of each Fiscal Year. This amount shall be in addition to, not in lieu of, the Base Assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. The Working Capital Fund may be used in covering operating expenses and other expenses of the incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

The terms and provisions of the Declaration, and the First Amendment through the Seventh Amendment, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. The Property shall continue to be held, occupied,

sold, and conveyed subject to the terms and conditions of the Declaration, the First Amendment through the Seventh Amendment, and now this Eighth Amendment to the Declaration, which shall run with title to the Property and are binding on all parties having any right, title or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, this Eighth Amendment to the Declaration is executed to be effective as of the 6th day of April, 2010.

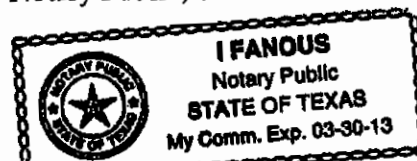
THE HOMEOWNERS ASSOCIATION OF
LONE STAR RANCH, INC.

By: [Signature]
Name: William Kniering
Title: President

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 11 day of Feb, 2011, by William Kniering, President of The Homeowners Association of Lone Star Ranch, Inc, as the act and deed of said Texas non-profit corporation.

[Signature]
Notary Public, State of Texas



EIGHTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LONE STAR RANCH RESIDENTIAL PROPERTIES



70 2011 00015042

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

Notice of Filing

Instrument Number: 2011-15042

As

Recorded On: February 16, 2011

Misc General Fee Doc

Parties: THE LONE STAR RANCH

To

Billable Pages: 4

Number of Pages: 4

Comment:

(Parties listed above are for Clerks reference only)

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

Misc General Fee Doc	23.00
Total Recording:	23.00

***** 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: 2011-15042

Receipt Number: 765125

Recorded Date/Time: February 16, 2011 12:03:00P

User / Station: S Parr - Cash Station 3

Record and Return To:

PELLAR LAW FIRM

2591 DALLAS PKWY

STE 300

FRISCO TX 75034



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 SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF DENTON

§

This **SECOND SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE LONE STAR RANCH HOMEOWNERS ASSOCIATION, INC.**, (hereinafter "2ND Supplemental Notice") is made this 16th day of February, 2011, by The Lone Star Ranch Homeowners Association, Inc., (hereinafter "Association").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et. seq.* of the Official Property Records of Denton County, Texas (the "Declaration"); and

WHEREAS, Section 202.006 of the Texas Property Code mandates 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 July 30, 2002, the Association recorded a Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Volume 5138, Page 03814 *et seq.* of the Deed Records of Denton County, Texas (the "Notice"); and

WHEREAS, on May 29, 2003, the Association recorded a First Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Book 5427, Page 700 *et seq.* of the Deed Records of Collin County, Texas and filed of record in the Deed Records of Denton County, Texas on January 18, 2011 as Document No. 2011-5385 (the "First Supplement"); and

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

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.

IN WITNESS WHEREOF, the Association files this Notice which is executed by its duly authorized agent as of the date herein above.

THE LONE STAR RANCH HOMEOWNERS
ASSOCIATION, INC.
a Texas non-profit corporation

By: [Signature]
Name: WILLIAM KNIERING
Title: President

ACKNOWLEDGEMENT

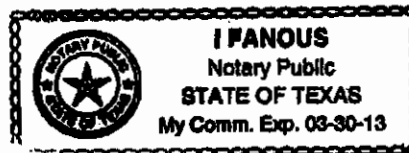
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 17 DAY OF
FEB, 2011.

[Signature]

Notary Public in and for the State of Texas

My commission expires: 3-30-13



AFTER RECORDING RETURN TO:

Daniel E. Pellar
The Pellar Law Firm, PLLC
2591 Dallas Parkway, Ste 300
Frisco, Tx 75034

EXHIBIT "A"
DEDICATORY INSTRUMENTS

1. **Sixth Amendment To Declaration of Covenants, Conditions and Restrictions for The Homeowners Association of Lone Star Ranch, Inc.;**
2. **Seventh Amendment To Declaration of Covenants, Conditions and Restrictions for The Homeowners Association of Lone Star Ranch, Inc.; and**
3. **Eighth Amendment To Declaration of Covenants, Conditions and Restrictions for The Homeowners Association of Lone Star Ranch, Inc.;**

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2011-48879
Recorded As : ERX-AMENDMENT

Recorded On: May 31, 2011
Recorded At: 12:52:36 pm
Number of Pages: 14

Recording Fee: \$63.00

Parties:

Direct- HOMEOWNERS ASSOCIATION OF LO
Indirect-

Receipt Number: 795873
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/line
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

**NINTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LONE STAR RANCH RESIDENTIAL PROPERTIES**

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

This NINTH AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONE STAR RANCH RESIDENTIAL PROPERTIES (this "Ninth Amendment") is adopted and made effective as of the date of recordation in the Official Public Records of Denton County, Texas, by the Board of Directors of THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC., a Texas non-profit corporation (the "Association").

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Residential Properties was recorded on June 25, 2001, in Volume 4865, Page 1290 of the Official Public Records of Denton County, Texas (the "Original Declaration");

WHEREAS, the Original Declaration has been amended by the following instruments recorded in the Official Public Records of Denton County, Texas: (a) Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on April 27, 2005, and recorded as Instrument No. 2005-4887; (b) Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on September 27, 2008, and recorded as Instrument No. 2006-119349; (c) Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 6, 2009, and recorded as Instrument No. 2009-1304; (d) Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Residential Properties, filed on January 29, 2009, and recorded as Instrument No. 2009-10248; (e) Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 29, 2009, and recorded as Instrument No. 2009-10249; (f) Sixth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on February 16, 2011, and recorded as Instrument No. 2011-15043; (g) Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Residential Properties, filed on February 16, 2011, and recorded as Instrument No. 2011-15044; and (h) Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Residential Properties, filed on February 16, 2011, and recorded as Instrument No. 2011-15045 (the Original Declaration, as amended by the aforementioned amendments, is referred to as the "Declaration"); and

WHEREAS, Article XII, Section 12.3(a) of the Declaration states that the Association's Board of Directors may amend the Design Guidelines (as defined in the Declaration).

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association's Board of Directors hereby amends Exhibit "E" of the Declaration [Design Guidelines], as amended by Exhibit "E" to the Fourth Amendment and Exhibit "E" to the Seventh Amendment, by adding thereto as

Exhibit "E-7," the Supplemental Subdivision Design Guidelines for Highland Ridge at Lone Star Ranch, attached hereto as Exhibit A and incorporated herein by reference (the "Highland Ridge Guidelines"). In that regard, the Association and the Association's Board of Directors hereby agree that the Design Guidelines, as supplemented by the Highland Ridge Guidelines, shall apply to and govern construction and landscaping on the 51.96± acre tract of land (the "Highland Ridge Tract") described on Exhibit B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have hereunto have caused this Ninth Amendment to be executed on the 27th day of May, 2011.

THE HOMEOWNERS ASSOCIATION
OF LONE STAR RANCH, INC.

By: Debbie Pasha
Debbie Pasha, President and
Member of the Board of Directors

By: _____
Martin Wind, Vice President and
Member of the Board of Directors

By: _____
David Warhoftig, Secretary and
Member of the Board of Directors

By: _____
David Hayes, Treasurer and
Member of the Board of Directors

By: _____
Tyler Brossart,
Member at Large of the Board of Directors

Exhibit "E-7," the Supplemental Subdivision Design Guidelines for Highland Ridge at Lone Star Ranch, attached hereto as Exhibit A and incorporated herein by reference (the "Highland Ridge Guidelines"). In that regard, the Association and the Association's Board of Directors hereby agree that the Design Guidelines, as supplemented by the Highland Ridge Guidelines, shall apply to and govern construction and landscaping on the 51.96± acre tract of land (the "Highland Ridge Tract") described on Exhibit B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have hereunto have caused this Ninth Amendment to be executed on the 27th day of May, 2011.

THE HOMEOWNERS ASSOCIATION
OF LONE STAR RANCH, INC.

By:

Debbie Pasha, President and
Member of the Board of Directors

By:

Martin Wind, Vice President and
Member of the Board of Directors

By:

David Warhafftig, Secretary and
Member of the Board of Directors

By:

David Hayes, Treasurer and
Member of the Board of Directors

By:

Tyler Brossart,
Member at Large of the Board of Directors

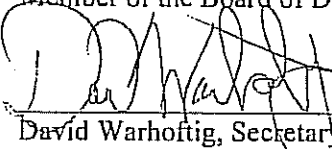
Exhibit "E-7," the Supplemental Subdivision Design Guidelines for Highland Ridge at Lone Star Ranch, attached hereto as Exhibit A and incorporated herein by reference (the "Highland Ridge Guidelines"). In that regard, the Association and the Association's Board of Directors hereby agree that the Design Guidelines, as supplemented by the Highland Ridge Guidelines, shall apply to and govern construction and landscaping on the 51.96± acre tract of land (the "Highland Ridge Tract") described on Exhibit B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have hereunto have caused this Ninth Amendment to be executed on the 27th day of May, 2011.

THE HOMEOWNERS ASSOCIATION
OF LONE STAR RANCH, INC.

By: _____
Debbie Pasha, President and
Member of the Board of Directors

By: _____
Martin Wind, Vice President and
Member of the Board of Directors

By:  _____
David Warhoffig, Secretary and
Member of the Board of Directors

By: _____
David Hayes, Treasurer and
Member of the Board of Directors

By: _____
Tyler Brossart,
Member at Large of the Board of Directors

Exhibit "E-7," the Supplemental Subdivision Design Guidelines for Highland Ridge at Lone Star Ranch, attached hereto as Exhibit A and incorporated herein by reference (the "Highland Ridge Guidelines"). In that regard, the Association and the Association's Board of Directors hereby agree that the Design Guidelines, as supplemented by the Highland Ridge Guidelines, shall apply to and govern construction and landscaping on the 51.96± acre tract of land (the "Highland Ridge Tract") described on Exhibit B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have hereunto have caused this Ninth Amendment to be executed on the 27th day of May, 2011.

THE HOMEOWNERS ASSOCIATION
OF LONE STAR RANCH, INC.

By: _____
Debbie Pasha, President and
Member of the Board of Directors

By: _____
Martin Wind, Vice President and
Member of the Board of Directors

By: _____
David Warhfig, Secretary and
Member of the Board of Directors

By: _____
David Hayes, Treasurer and
Member of the Board of Directors

By: _____
Tyler Brossart,
Member at Large of the Board of Directors

Exhibit "E-7," the Supplemental Subdivision Design Guidelines for Highland Ridge at Lone Star Ranch, attached hereto as Exhibit A and incorporated herein by reference (the "Highland Ridge Guidelines"). In that regard, the Association and the Association's Board of Directors hereby agree that the Design Guidelines, as supplemented by the Highland Ridge Guidelines, shall apply to and govern construction and landscaping on the 51.96± acre tract of land (the "Highland Ridge Tract") described on Exhibit B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have hereunto have caused this Ninth Amendment to be executed on the 27th day of May, 2011.

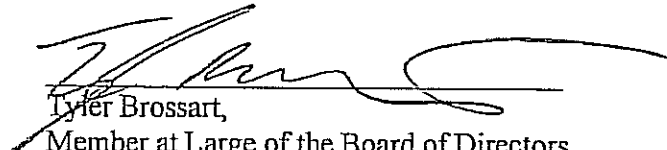
THE HOMEOWNERS ASSOCIATION
OF LONE STAR RANCH, INC.

By: _____
Debbie Pasha, President and
Member of the Board of Directors

By: _____
Martin Wind, Vice President and
Member of the Board of Directors

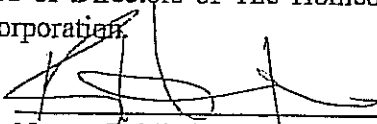
By: _____
David Warhafftig, Secretary and
Member of the Board of Directors

By: _____
David Hayes, Treasurer and
Member of the Board of Directors

By:  _____
Tyler Brossart,
Member at Large of the Board of Directors

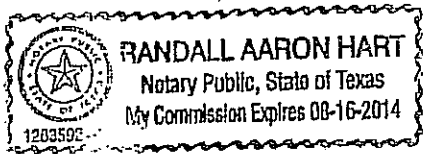
STATE OF TEXAS §
 §
COUNTY OF Denton §

This instrument was acknowledged before me on the 24 day of May, 2011, by Debbie Pasha, President and Member of the Board of Directors of The Homeowner's Association of Lone Star Ranch, Inc., a Texas non-profit corporation.



Notary Public in and for the State of Texas

My Commission Expires:
8-16-2014



STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of May, 2011, by Martin Wind, Vice President and Member of the Board of Directors of The Homeowner's Association of Lone Star Ranch, Inc., a Texas non-profit corporation.

Notary Public in and for the State of Texas

My Commission Expires:

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of May, 2011, by David Warhoftig, Secretary and Member of the Board of Directors of The Homeowner's Association of Lone Star Ranch, Inc., a Texas non-profit corporation.

Notary Public in and for the State of Texas

My Commission Expires:

STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of May, 2011, by Debbie Pasha, President and Member of the Board of Directors of The Homeowner's Association of Lone Star Ranch, Inc., a Texas non-profit corporation.

My Commission Expires:

 Notary Public in and for the State of Texas

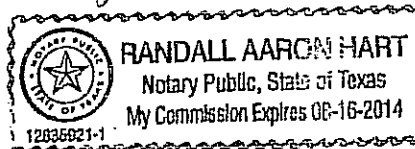
STATE OF TEXAS §
 §
 COUNTY OF Denton §

This instrument was acknowledged before me on the 25 day of May, 2011, by Martin Wind, Vice President and Member of the Board of Directors of The Homeowner's Association of Lone Star Ranch, Inc., a Texas non-profit corporation.

My Commission Expires:

8-16-2014

 Notary Public in and for the State of Texas



STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of May, 2011, by David Warhoftig, Secretary and Member of the Board of Directors of The Homeowner's Association of Lone Star Ranch, Inc., a Texas non-profit corporation.

My Commission Expires:

 Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of May, 2011, by Debbie Pasha, President and Member of the Board of Directors of The Homeowner's Association of Lone Star Ranch, Inc., a Texas non-profit corporation.

My Commission Expires: _____ Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of May, 2011, by Martin Wind, Vice President and Member of the Board of Directors of The Homeowner's Association of Lone Star Ranch, Inc., a Texas non-profit corporation.

My Commission Expires: _____ Notary Public in and for the State of Texas

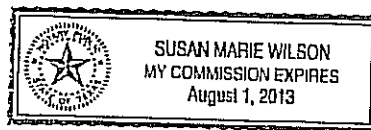
STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 24th day of May, 2011, by David Warhafftig, Secretary and Member of the Board of Directors of The Homeowner's Association of Lone Star Ranch, Inc., a Texas non-profit corporation.

My Commission Expires: _____

My Commission Expires:

8/1/13

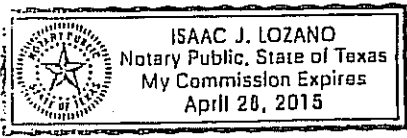


STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 25th day of May, 2011, by David Hayes, Treasurer and Member of the Board of Directors of The Homeowner's Association of Lone Star Ranch, Inc., a Texas non-profit corporation.

Isaac J. Lozano
Notary Public in and for the State of Texas

My Commission Expires:
4-28-15



STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of May, 2011, by Tyler Brossart, Member at Large of the Board of Directors of The Homeowner's Association of Lone Star Ranch, Inc., a Texas non-profit corporation.

Notary Public in and for the State of Texas

My Commission Expires:

STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of May, 2011, by David Hayes, Treasurer and Member of the Board of Directors of The Homeowner's Association of Lone Star Ranch, Inc., a Texas non-profit corporation.

 Notary Public in and for the State of Texas

My Commission Expires:

STATE OF TEXAS §
 §
 COUNTY OF Collin §

This instrument was acknowledged before me on the 25TH day of May, 2011, by Tyler Brossart, Member at Large of the Board of Directors of The Homeowner's Association of Lone Star Ranch, Inc., a Texas non-profit corporation.

Cindy Sivley
 Notary Public in and for the State of Texas

My Commission Expires:

October 28, 2014



EXHIBIT A

EXHIBIT "E-7"

SUPPLEMENTAL SUBDIVISION DESIGN GUIDELINES
FOR
HIGHLAND RIDGE AT LONE STAR RANCH

These Subdivision Design Guidelines are promulgated specifically for Highland Ridge at Lone Star Ranch and are intended to supplement the current version of the Design Guidelines for Lone Star Ranch.

4.09 Mechanical Equipment

Landscape screening is not required where equipment is located behind privacy fencing out of public view.

4.21 Shutters

Shutters are not required to appear operable.

4.31 Free Standing structures

Arbors shall not exceed 250 square feet in size.

4.34 Outdoor fireplaces and barbeque pits

Permanent outdoor fireplaces and barbeque pits shall be of masonry that may not identically match that of the house blend.

4.35 Structured Wiring

Each home shall not have a structured wiring system, a centrally located Network Connection Center (home run or star configuration), universal outlets wired with two Category 5 and two RG6 coaxial cables, dedicated cabling drops from each wall plate location, phone and data cabling terminations with Category 5 hardware and connectors.

The wiring or cabling shall meet or exceed the following:

Three (3) phone jacks each wired with one Category 5 cable.

Three (3) cable jacks in wired with one RG6 coaxial cable.

Appendix B-1 & B-3

Wooden fencing shall not require trim caps.

5.01 Required Landscaping

The builder will install the following landscaping plantings and quantities. Plantings will be selected from Section 5.10 Recommended Tree and Plant List in the Design Guidelines.

Sod – quantity varies

Mulch – 1.4 cy

10 Gallon Ornamental – 2 ea

5 Gallon Shrub – 12 ea

3 Gallon Shrub – 12 ea

1 Gallon Shrub – 14 ea

Seasonal Color – 4 flats

3" Softwood Tree – 3 ea

EXHIBIT BLEGAL DESCRIPTION OF HIGHLAND RIDGE TRACT

METES AND BOUNDS DESCRIPTION

Being a tract of land situated in the O. Lowhorn Survey, Abstract No. 727, City of Frisco, Denton County, Texas and being all of a tract of land described in deed to Shaddock Developers Ltd., as recorded under Instrument No. 2007-5081, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow cap stamped "SpiarsEng" set at the intersection of the East line of F.M. 423, a variable width public right-of-way, with the future centerline of Lane Star Ranch Parkway, a proposed 120 foot wide public right-of-way, said point being at the Southwest corner of said Shaddock Developers Tract, from which a 5/8" iron rod with a plastic cap stamped "BDD" found for reference bears South 57°21'27" West, a distance of 4.72 feet;

THENCE North 00°48'47" West, along the common line of said F.M. 423 and said Shaddock Developers tract, a distance of 826.41 feet to a 1/2" iron rod with a yellow cap stamped "SpiarsEng" set in the East line of said F.M. 423 at the common West corner of said Shaddock Developers tract and a tract of land to the United States of America described as Tract G-619-B, from which a 5/8" iron rod with a plastic cap stamped "Carter Burgess" found for reference bears North 12°29'43" West, a distance of 0.79 feet;

THENCE North 73°33'19" East, along the common line of said Shaddock Developers tract and said United States of America tract, a distance of 129.45 to a point for corner, from which a broken concrete monument found for reference bears North 23°35'32" East, a distance of 1.05 feet;

THENCE North 57°51'46" East, continuing along the common line of said Shaddock Developers tract and said United States of America tract, a distance of 1,198.75 feet to a concrete monument found for corner;

THENCE North 14°08'47" West, continuing along the common line of said Shaddock Developers tract and said United States of America tract, a distance of 181.94 feet to the common corner of said Shaddock Developers tract, said United States of America tract and a called 108.293 acre tract of land described in deed to Highway 423 - Lebanon, Ltd., recorded in Document No. 96-A0085903, Deed Records, Denton County, Texas;

THENCE North 60°40'19" East, along the common line of said Shaddock Developers tract and said Highway 423 - Lebanon, Ltd. tract, a distance of 398.51 feet to the common corner of said Shaddock Developers tract and said Highway 423 - Lebanon, Ltd. tract;

THENCE North 00°42'44" West, continuing along the common line of said Shaddock Developers tract and said Highway 423 - Lebanon, Ltd. tract, a distance of 186.33 feet to a 1/2" iron rod with a yellow cap stamped "SpiarsEng" set at the common North corner of said Shaddock Developers tract and said Highway 423 - Lebanon, Ltd. tract;

THENCE North 89°17'16" East, along the north line of said Shaddock Developers tract, a distance of 412.92 feet to a 5/8" iron rod found at the North East corner of said Shaddock Developers Ltd. tract and the future centerline of said Lane Star Ranch Parkway, said point also being at the beginning of a curve to the left having a radius of 1,500.00 feet, a central angle of 10°11'02", and a chord bearing and distance of South 05°29'20" West, 266.26 feet;

THENCE in a southwesterly direction, along said curve to the left, the future centerline of said Lane Star Ranch Parkway and the Southeast line of said Shaddock Developers tract, an arc distance of 266.61 feet to a point for corner;

THENCE South 00°23'49" West, continuing along the future centerline of said Lane Star Ranch Parkway and the Southeast line of said Shaddock Developers tract, a distance of 112.05 feet to a point for corner and being at the beginning of a curve to the right having a radius of 1,500.00 feet, a central angle of 52°03'48", and a chord bearing and distance of South 26°25'42" West, 1,316.59 feet;

THENCE in a Southwesterly direction, continuing along said curve to the right, the future centerline of said Lane Star Ranch Parkway and the Southeast line of said Shaddock Developers tract, an arc distance of 1,363.00 feet to a point for corner, from which a bent 5/8" iron rod found for reference bears South 12°09'05" West, a distance of 0.17 feet;

THENCE South 52°27'35" West, continuing along the future centerline of said Lane Star Ranch Parkway and the Southeast line of said Shaddock Developers tract, a distance of 665.47 feet to a point for corner and being at the beginning of a curve to the right having a radius of 1,064.75 feet, a central angle of 37°07'15", and a chord bearing and distance of South 71°01'12" West, 677.83 feet, from which a 5/8" iron rod with a plastic cap stamped "BDD" found for reference bears South 77°54'06" East, a distance of 0.63 feet;

THENCE in a Southwesterly direction, continuing along said curve to the right, the future centerline of said Lane Star Ranch Parkway and the South line of said Shaddock Developers tract, an arc distance of 689.83 feet to a 1/2" iron rod with a yellow cap stamped "SpiarsEng" set for corner;

THENCE South 89°34'49" West, continuing along the future centerline of said Lane Star Ranch Parkway and the South line of said Shaddock Developers tract a distance of 299.86 feet to the point of beginning and containing 2,263,513 square feet of 51.96 acres of land.

Printed by: DBAren, Print Date: 3/4/2011 1:30 PM

Printed by: DBAren, Print Date: 3/4/2011 1:30 PM

Electronically Filed Document

**Denton County
Juli Luke
County Clerk**

Document Number: 2015-30743

Recorded As : ERX-NOTICE

Recorded On: March 27, 2015

Recorded At: 10:19:56 am

Number of Pages: 9

Recording Fee: \$58.00

Parties:

**Direct- HOA OF LONE STAR RANCH INC
Indirect-**

Receipt Number: 1268018

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 hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk

**SIXTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

§

§

This **SIXTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE LONE STAR RANCH HOMEOWNERS ASSOCIATION, INC.**, (hereinafter "Sixth Supplemental Notice") is made this 25th day of March, 2015, by The Lone Star Ranch Homeowners Association, Inc., (hereinafter "Association").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et seq.* of the Official Property Records of Denton County, Texas (the "Declaration") as amended and supplemented from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code mandates 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 July 30, 2002, the Association recorded a Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Volume 5138, Page 03814 *et seq.* of the Deed Records of Denton County, Texas (the "Notice"); and

WHEREAS, on May 29, 2003, the Association recorded a First Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Book 5427, Page 700 *et seq.* of the Deed Records of Collin County, Texas and filed of record in the Deed Records of Denton County, Texas on January 18 2011 as Document No. 2011-5385 (the "First Supplement"); and

WHEREAS, on February 16, 2011, the Association recorded a Second Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas on February 16, 2011 as Document No. 2011-15042 (the "Second Supplement"); and

WHEREAS, on December 14, 2011, the Association recorded a Third Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas as Document No. 2011-119369 (the "Third Supplement"); and

WHEREAS, on April 20, 2012, the Association recorded a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2012-40705 of the Deed Records of Denton County, Texas (the "Fourth Supplement"); and

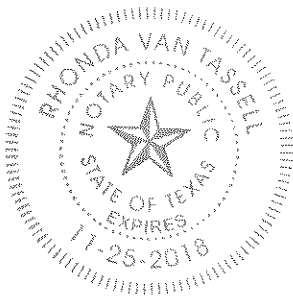
WHEREAS, on October 3, 2014, the Association recorded a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2014-101178 of the Deed Records of Denton County, Texas (the "Fifth Supplement");

WHEREAS, on , 2014, the Association recorded a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2014-101178 of the Deed Records of Denton County, Texas (the "Fifth Supplement"); and

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

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.

IN WITNESS WHEREOF, the Association files this Notice which is executed by its duly authorized agent as of the date herein above.



THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.
a Texas non-profit corporation

By: Deborah C. Pasha
Name: Deborah C. Pasha
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 25th DAY OF March, 2015.

[Signature]
Notary Public in and for the State of Texas

My commission expires: 11-25-18

RETURN AFTER FILING TO:
THE PELLAR LAW FIRM
2591 DALLAS PARKWAY, STE. 300
FRISCO, TX 75034

EXHIBIT "A"

DEDICATORY INSTRUMENTS

1. Resolution of Lone Star Ranch Homeowners Association Common Area Photography and Recording Rules and Regulations [ver. 2/15].
2. Tenth Amendment to CC&Rs of The Homeowners Association of Lone Star Ranch Residential Properties.

EXHIBIT “A-2”

**TENTH AMENDMENT TO DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

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

This **TENTH AMENDEMENT TO CC&R'S OF THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC** ("Tenth Amendment") is adopted and made effective as of the date of recordation in the Real Property Records of Denton County, Texas by the Board of Directors of **THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**, a Texas non-profit corporation (the "Association") and with the written consent of Shaddock Developers, Ltd., a Texas limited partnership (a "Declarant").

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et seq.*, of the Official Public Records of Denton County, Texas ("Declarations"); and

WHEREAS, the Declaration was amended by the following recorded instruments in the Official Public Records of Denton County, Texas: (i) Supplemental Declaration filed on November 13, 2002, and recorded in Volume 5212, Page 03444 *et. seq.*, of the Official Public Records of Denton County, Texas ("Supplemental Declaration"); Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential properties, filed on April 27, 2005, and recorded as Instrument No. 2005-4887 ("First Amendment"); (ii) Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on September 27, 2008, and recorded as Instrument No. 2006-119349 ("Second Amendment"); (iii) Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 6, 2009, and recorded as Instrument No. 2009-1304 ("Third Amendment"); (iv) Forth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 29, 2009, and recorded as Instrument No. 2009-10248 ("Fourth Amendment"); (v) Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 29, 2010, and recorded as Instrument No. 2009-10249 ("Fifth Amendment"); Sixth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on September February 16, 2011, and recorded as Instrument No. 2011-15043 ("Sixth Amendment"); Seventh Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on February 16, 2011, and recorded as Instrument No. 2011-15044 ("Seventh Amendment"); Eighth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on February 16, 2011, and recorded as Instrument No. 2011-15045 ("Eighth Amendment"); and the Ninth Amendment to Declaration of Covenants, Conditions, and

Restrictions for Lone Star Ranch Residential Properties, filed on May 31, 2011, and recorded as Document No. 2011-48879.

WHEREAS, Article XII, Section 12.3(a) of the Declaration states that the Association's Board of Directors may amend the Design Guidelines.

WHEREAS the Association Board of Directors has approved the following amendment to Exhibit "E" of the Declaration, as amended by the Seventh Amendment, and specifically replacing Exhibit "E-6" of Exhibit "E" in its entirety, with the following attachment:

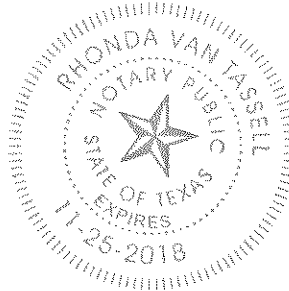
Exhibit "E-6" – Supplemental Subdivision Design Guidelines for Austin Ridge At Lone Star Ranch. (Rev. 08/30/12).

IN WITNESS WHEREOF, the undersigned I have hereunto subscribed my name and affixed the seal of said Association this 25th day of March, 2015.

THE HOMEOWNERS ASSOCIATION
OF LONE STAR RANCH, INC.

By: Rhonda C. Tassell
Name: Rhonda C. Tassell
Title: President

STATE OF TEXAS §
 §
COUNTY OF DENTON §



THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 25th DAY OF March, 2015.

Rhonda C. Tassell
Notary Public in and for the State of Texas

My commission expires: 11-25-18

Denton County
Juli Luke
County Clerk

Instrument Number: 224148

ERecordings-RP

DECLARATION

Recorded On: December 10, 2021 08:18 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$42.00

***** 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: 224148
Receipt Number: 20211210000016
Recorded Date/Time: December 10, 2021 08:18 AM
User: Kraig T
Station: Station 25

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

**TENTH AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LONE STAR RANCH RESIDENTIAL PROPERTIES**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290, et seq., of the Official Public Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Declaration was amended by virtue of the following instruments: (i) Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on April 27, 2005, and recorded as Instrument No. 2005-4887 in the Official Public Records of Denton County, Texas (the "First Amendment"); (ii) Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on September 27, 2008, and recorded as Instrument No. 2006-119349 in the Official Public Records of Denton County, Texas (the "Second Amendment"); (iii) Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 6, 2009, and recorded as Instrument No. 2009-1304 in the Official Public Records of Denton County, Texas (the "Third Amendment"); (iv) Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 29, 2009, and recorded as Instrument No. 2009-

10248 (the "Fourth Amendment"); (v) Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on January 29, 2009, and recorded as Instrument No. 2009-10249 in the Official Public Records of Denton County, Texas (the "Fifth Amendment"); (vi) Sixth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on February 16, 2011, and recorded as Instrument No. 2011-15043 in the Official Public Records of Denton County, Texas (the "Sixth Amendment"); (vi) Seventh Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on February 16, 2011, and recorded as Instrument No. 2011-15044 in the Official Public Records of Denton County, Texas (the "Seventh Amendment"); (vii) Eight Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties, filed on February 16, 2011, and recorded as Instrument No. 2011-15045 in the Official Public Records of Denton County, Texas (the "Eighth Amendment"); (viii) Ninth Amendment to the Declaration of May 31, 2011, and recorded as Instrument No. 2011-48879 in the Official Public Records of Denton County, Texas (the "Ninth Amendment"); and

WHEREAS, under Article XVII, Section 17.2 (b) of the Declaration, the Declaration can be amended by the affirmative vote or written consent , or any combination thereof, of Members representing at least sixty-seven percent (67%) of the total Class "A" votes in The Homeowners Association of Lone Star Ranch, Inc.; and

WHEREAS, Members representing no less than sixty-seven percent (67%) of the total Class "A" votes in The Homeowners Association of Lone Star Ranch, Inc. have approved of the following amendments to the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

(a) Section 14.10) of Article IX of the Declaration is amended to read, in its entirety, as follows:

Section 14.10 Granting of Permits, Licenses and Easement. The Association, through the Board of Directors, is vested with the authority to grant permits, licenses, and easements over the Common Areas for roads, access, and other purposes the Board believes will not unreasonably interfere with the Development, the Common Areas, the Community Wide Standard, and which would be deemed to be beneficial to the Association and Members.

The terms and provisions of the Declaration, as amended and supplemented, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. The Property shall continue to be held, occupied, sold, and conveyed subject to the terms and conditions of the Declaration, as amended and supplemented, and now including this Tenth Amendment to the Declaration, which shall run with title to the Property and are binding on all parties having any right, title or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, this Tenth Amendment to the Declaration is executed to be effective as of the 8th day of December 2021.

**THE HOMEOWNERS ASSOCIATION OF
LONE STAR RANCH, INC.**

By: Deborah C. Pascha
Name: Deborah C. Pascha
Title: President, Board of Directors

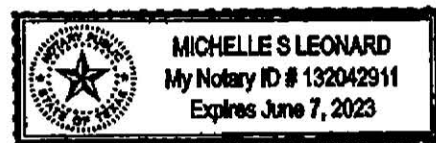
STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 8th day of December 2021, by Debbie Pasha, President of The Homeowners Association of Lone Star Ranch, Inc, as the act and deed of said Texas non-profit corporation.

Michelle Leonard
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

**The Pellar Law Firm, PLLC
2591 Dallas Parkway, Ste. 300
Frisco, Texas 75034**



POLICIES, RULES and GUIDELINES

COVENANT ENFORCEMENT AND / OR FINING POLICY

**Denton County
Juli Luke
County Clerk**

Instrument Number: 38060

ERecordings-RP

AMENDMENT

Recorded On: April 03, 2017 11:27 AM

Number of Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$70.00

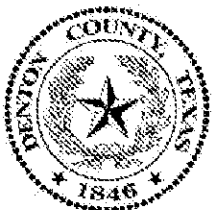
******* THIS PAGE IS PART OF THE INSTRUMENT *******

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: 38060
Receipt Number: 20170403000341
Recorded Date/Time: April 03, 2017 11:27 AM
User: Connor B
Station: Station 10

Record and Return To:



**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

**SECOND AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

STATE OF TEXAS

COUNTY OF DENTON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

This **SECOND AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE LONE STAR RANCH HOMEOWNERS ASSOCIATION, INC.**, (hereinafter "Second Amendment to Notice") is made this 28th day of March, 2017, by The Lone Star Ranch Homeowners Association, Inc., (hereinafter "Association").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et seq.* of the Official Property Records of Denton County, Texas (the "Declaration") as amended and supplemented from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code mandates 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 July 30, 2002, the Association recorded a Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Volume 5138, Page 03814 *et seq.* of the Deed Records of Denton County, Texas (the "Notice"); and

WHEREAS, on May 29, 2003, the Association recorded a First Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Book 5427, Page 700 *et seq.* of the Deed Records of Collin County, Texas and filed of record in the Deed Records of Denton County, Texas on January 18 2011 as Document No. 2011-5385 (the "First Supplement"); and

WHEREAS, on February 16, 2011, the Association recorded a Second Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas on February 16, 2011 as Document No. 2011-15042 (the "Second Supplement"); and

WHEREAS, on December 14, 2011, the Association recorded a Third Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas as Document No. 2011-119369 (the "Third Supplement"); and

WHEREAS, on April 20, 2012, the Association recorded a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2012-40705 of the Deed Records of Denton County, Texas (the "Fourth Supplement"); and

WHEREAS, on October 3, 2014, the Association recorded a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2014-101178 of the Deed Records of Denton County, Texas (the "Fifth Supplement");

WHEREAS, on March 27, 2015, the Association recorded a Sixth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-30743 of the Deed Records of Denton County, Texas (the "Sixth Supplement"); and

WHEREAS, on August 26, 2015, the Association recorded a Seventh Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-98736 of the Deed Records of Denton County, Texas (the "Seventh Supplement"); and

WHEREAS, on August 26, 2015, the Association recorded a First Amendment to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties, filed as Document No. 2015-98735 of the Deed Records of Denton County, Texas (the "First Amendment to Notice"); and

WHEREAS, the Association desires to amend the Notice by replacing, in its entirety, the dedicatory instrument entitled "Lone Star Ranch Covenant Enforcement and Fining Policy (Rev. 8/15]" (filed as Document No. 2015-98735 on August 26, 2015) and replace it with the document entitled "Lone Star Ranch Covenant Enforcement and Fining Policy (Rev. 2/17]" which is attached hereto as **Exhibit "A"**, and incorporated herein by reference. (the "Second Amendment to Notice").

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "A"** is a true and correct copy of the original 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.

IN WITNESS WHEREOF, the Association files this Second Amendment to Notice of Filing of Dedicatory Instruments which is executed by its duly authorized agent as of the date herein above.


THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.

a Texas non-profit corporation

By:

Name:

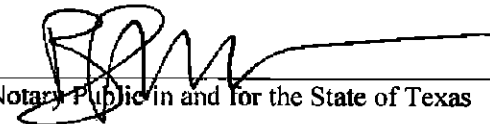
Title:


Debbie Tasha
HOA President

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 28th DAY OF
March, 2017.



Notary Public in and for the State of Texas

My commission expires: 11-28-18

**RETURN AFTER FILING TO:
THE PELLAR LAW FIRM
2591 DALLAS PARKWAY, STE. 300
FRISCO, TX 75034**

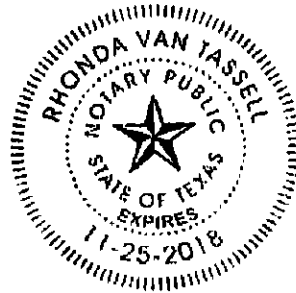


EXHIBIT “A”

DEDICATORY INSTRUMENTS

1. Lone Star Ranch Covenant Enforcement and Fining Policy [Rev. 2/17].

LONE STAR RANCH **COVENANT ENFORCEMENT AND FINING POLICY**

Covenant Enforcement and Fining Policy

WHEREAS, Article III, Section 3.24 of the Bylaws of the Homeowners Association of Lone Star Ranch, Inc. (the “Bylaws”) and Article IV, Section 4.4 of the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Residential Properties (the “Declaration”), empowers the Board of Directors (“Board”) of the Association to impose reasonable fines for violations of the Governing Documents of the Association; 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 Covenant Enforcement and Fining 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 New Construction Committee (“NCC”), the Modifications Committee (“MC”), the Covenants Committee (“CC”), 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 Unit 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). The Owner will have ten (10) days from date of mailing of the postcard or letter to correct or eliminate the Curable Violation(s). If the Violation is determined to pose a material threat to the health or safety of the public or is determined to be an Uncurable Violation, no postcard or initial letter will be sent with an opportunity to cure before a fine is levied in accordance with this Section.

3. Required Notice.

- a. First Notice. If no response is received to the postcard or letter for a Curable Violation, and the Violation(s) has not been cured, or in the instance where a Violation is determined to be Uncurable or poses a threat to the health or safety of the public, the Board or its delegate shall notify the Owner of the Unit by first-class mail or personal delivery and by certified mail, return receipt requested, that a Violation(s), has occurred or exists (the "First Notice"). The First Notice shall not be required to be sent prior to the Association's right to levy a fine or impose other sanctions for a Curable Violation if the Owner has previously received a First Notice relating to a similar Curable Violation within six (6) months of the current Curable Violation. For purposes of this Policy, such an Owner shall be referred to as a "Repeat Offender". Likewise, the First Notice shall not be required to be sent prior to the Association's right to levy a fine or impose other sanctions for an Uncurable Violation. 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, Uncurable and/or is deemed to have posed, or continues to pose, a threat to the health or safety of the public, 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 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 Curable Violation on or before thirty (30) days from the mailing of the First Notice, that the sanctions delineated in the First Notice may be imposed and that 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.
4. Notice of Fine Application for Curable Violation. In the case of a Violation, a final notice of the Violation and the amount of the fine (the "Notice of Violation Fine Application") will be sent by the Association to the Owner by regular first class mail or personal delivery, and 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, either the Curable Violation(s) has not been corrected or eliminated or, the Association has not received a written request for a hearing for the Violation; or
 - b. Where, the Owner was previously notified of, and was given a reasonable opportunity to cure, a similar Curable Violation within the preceding six (6) months.

5. Request for Hearing. If the Owner or occupant challenges the existence of the Violation(s) and/or the proposed fine by timely requesting a hearing, 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. Prior to the effectiveness of any fine imposed hereunder for a Curable Violation only, 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, together with a statement of the date and manner of delivery, is entered by the officer, director, agent or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The 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, if any, recommended to be imposed. The delegate shall notify the Owner in writing of the results of the hearing within ten (10) days after the hearing.
6. 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. Any appeal before the Board shall be held in the same manner as provide in Paragraph 5 for hearings before a delegate.
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. 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.

9. Fines. The imposition of fines will be on the following basis:
- a. An initial fine based upon a lump sum amount will be levied in accordance with the Schedule of Fines attached hereto as Exhibit "A" and incorporated herein by reference for all purposes and effective as of the date of the First Notice for Curable Violations and effective immediately for Uncurable Violations or Violations that materially affect the health and safety of the public. The amount of the fine shall be imposed by-weekly during such periods in which the Violation is not corrected to the satisfaction of the Board or its delegate. The maximum fine levied hereunder shall be Twenty Five Hundred and No/100 (\$2,500.00) at which time the Board, in its discretion, shall determine what further fines, up to \$200 per day, or maximum permitted under Texas law, shall be applied, if access to amenities in the Common Area shall be temporarily suspended, and/or if the Violation will be referred to legal counsel for enforcement action.
 - b. Notwithstanding the foregoing, a delegate may not impose fines totaling in excess of Four Hundred and no/100 Dollars (\$400.00) without the prior consent of the Board.
 - c. 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.
 - d. Fines are imposed against the Owners of a Lot at the time of the Violation at issue and become the obligation of the Owner.
10. 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, at the time 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.

11. Cure of Curable Violation During Enforcement. An Owner or occupant may correct or eliminate a Curable Violation at any time during the pendency of any procedure prescribe by this Policy. Upon verification that the Curable Violation has been corrected or eliminated, the Curable 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.

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 personal liable for all costs and fines under this Policy. As soon as practical after receipt by the Association of a notice of an change in the record title to a Unit or Lot which is the subject of enforcement proceedings under this Policy, the Board or its delegate may begin enforcement proceedings against the new Owner in accordance with this Policy. The new Owner shall be personally liable for all costs and fines under this Policy which are the result of the new Owners' failure and/or refusal to correct or eliminate the Curable Violation(s) in the time and manner specified under this Policy.

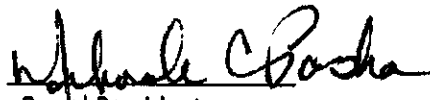
12. Definitions. The definitions contained in the Declaration are hereby incorporated herein by reference for all purposes.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes in all respects all prior resolutions relating to the 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 February 21, 2017, and has not been modified, rescinded or revoked.

DATE:

3/28/17


Board President

THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.

Schedule of Fines

WHEREAS, Article IV, Section 4.4(a) of the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Residential Properties ("Declaration"), and Article III, Section 3.17 of the Bylaws of the Homeowners Association of Lone Star Ranch, Inc. ("Bylaws"), empower the Board of Directors ("Board") of the Homeowners Association of Lone Star Ranch, Inc. ("Association") to adopt a fining policy for violations of the governing documents of the Association: and

WHEREAS, the Board adopted a Covenant Enforcement and/or Fining Policy (Fining Policy"); and

WHEREAS, in accordance with Paragraph 9(a) of the Fining Policy, the Board has resolved to supplement the existing Fining Policy recorded in the Real Property Records of Denton County, Texas, adopting a Schedule of Fines for violation of the Association's Governing Documents.

NOW, THEREFORE, IT IS RESOLVED that the Fining Policy is supplemented by establishing the following specific Schedule of Fines for levying of fines against Owners:

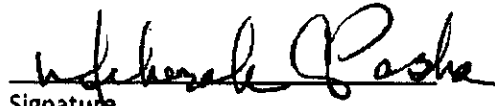
1. \$100.00 by-weekly per violation.

IT IS FURTHER RESOLVED that this Schedule of Fines replaces and supersedes in all respects all prior resolutions relating to any schedule 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 February 21, 2017, and has not been modified, rescinded, or revoked.

DATE:

3/28/17


Signature

LONE STAR RANCH SCHEDULE OF FINES

Denton County
Juli Luke
County Clerk

Instrument Number: 134091

ERecordings-RP

AMENDMENT

Recorded On: December 20, 2023 01:12 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$54.00

***** 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: 134091
Receipt Number: 20231220000303
Recorded Date/Time: December 20, 2023 01:12 PM
User: Debbie D
Station: Station 23

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

**SIXTH AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

STATE OF TEXAS

COUNTY OF DENTON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

This **SIXTH AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE LONE STAR RANCH HOMEOWNERS ASSOCIATION, INC.**, (hereinafter "Sixth Amendment to Notice") is made this 20th day of December, 2023, by The Lone Star Ranch Homeowners Association, Inc., (hereinafter "Association").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et seq.* of the Official Property Records of Denton County, Texas (the "Declaration") as amended and supplemented from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code mandates 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 July 30, 2002, the Association recorded a Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Volume 5138, Page 03814 *et seq.* of the Deed Records of Denton County, Texas (the "Notice"); and

WHEREAS, on May 29, 2003, the Association recorded a First Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Book 5427, Page 700 *et seq.* of the Deed Records of Collin County, Texas and filed of record in the Deed Records of Denton County, Texas on January 18, 2011, as Document No. 2011-5385 (the "First Supplement"); and

WHEREAS, on February 16, 2011, the Association recorded a Second Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas on February 16, 2011, as Document No. 2011-15042 (the "Second Supplement"); and

WHEREAS, on December 14, 2011, the Association recorded a Third Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas as Document No. 2011-119369 (the "Third Supplement"); and

WHEREAS, on April 20, 2012, the Association recorded a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2012-40705 of the Deed Records of Denton County, Texas (the "Fourth Supplement"); and

WHEREAS, on October 3, 2014, the Association recorded a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2014-101178 of the Deed Records of Denton County, Texas (the “Fifth Supplement”);

WHEREAS, on March 27, 2015, the Association recorded a Sixth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-30743 of the Deed Records of Denton County, Texas (the “Sixth Supplement”); and

WHEREAS, on August 26, 2015, the Association recorded a Seventh Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-98736, of the Deed Records of Denton County, Texas (the “Seventh Supplement”); and

WHEREAS, on August 26, 2015, the Association recorded a First Amendment to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-98735 of the Deed Records of Denton County, Texas (the “First Amendment”); and

WHEREAS, on April 3, 2017, the Association recorded a Second Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 38060 of the Deed Records of Denton County, Texas (“Second Amendment”); and

WHEREAS, on October 6, 2021, the Association recorded a Third Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 184769 of the Deed Records of Denton County, Texas (“Third Amendment”); and

WHEREAS, on September 2, 2022, the Association recorded a Fourth Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 128250 of the Deed Records of Denton County, Texas (“Fourth Amendment”); and

WHEREAS, on September 2, 2022, the Association recorded an Eight Supplement to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 128235 of the Deed Records of Denton County, Texas (“Eight Supplement”); and

WHEREAS, on October 6, 2022, the Association recorded a Fifth Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 143266 of the Deed Records of Denton County, Texas (“Fifth Amendment”); and

WHEREAS, the Board of Directors for the Association desires to amend only “The Homeowners Association of Lone Star Ranch, Inc., Covenant Enforcement and Fining Policy” attached to Second Amendment as **Exhibit “A”** as set forth in Exhibit “1” to this Sixth Amendment to Notice of Filing of Dedicatory Instruments (the “Sixth Amendment”).

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.

IN WITNESS WHEREOF, the Association files this Sixth Amendment to Notice of Filing of Dedicatory Instruments which is executed by its attorney and duly authorized agent.

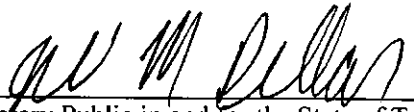
**THE HOMEOWNERS ASSOCIATION OF LONE STAR
RANCH, INC.**
a Texas non-profit corporation

By: 
Daniel E. Pellar, Legal Counsel for the Lone Star Ranch
Homeowners Association, Inc.

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 20TH DAY OF DECEMBER,
2023, BY DANIEL E. PELLAR, AS LEGAL COUNSEL FOR THE LONE STAR RANCH
HOMEOWNERS ASSOCIATION, INC.


Notary Public in and for the State of Texas

My commission expires: _____

**RETURN AFTER FILING TO:
THE PELLAR LAW FIRM
2591 DALLAS PARKWAY, STE. 300
FRISCO, TX 75034**

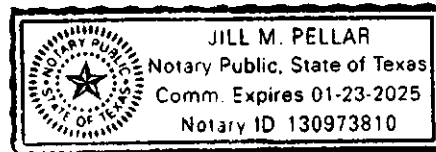


EXHIBIT “1”

“The Homeowners Association of Lone Star Ranch, Inc. Amendment to the Covenant Enforcement and Fining Policy”

THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.

AMENDMENT TO THE COVENANT ENFORCEMENT AND FINING POLICY

WHEREAS, Article IV, Section 4.4(a) of the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch Residential Properties (as amended and supplemented from time to time the "Declaration") and Article III, Section 3.17 of the Bylaws of the Homeowners Association of Lone Star Ranch, Inc. ("Bylaws"), empower the Board of Directors ("Board") for the Lone Star Ranch 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 Covenant Enforcement and Fining Policy which was filed of record in the Denton County Real Property Records as Document No. 38060 on April 3, 2017 ("Covenant Enforcement and Fining Policy"); and

WHEREAS, the Board desires to amend the Covenant Enforcement and Fining Policy (herein "Amendment") which is intended to adopt changes to 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 Section 5, 6, 9 and the first sentence only of Exhibit "A" to the Covenant Enforcement and Fining Policy are stricken and replaced, in the entirety, by the following combined language and the remaining Sections in the CEFP will be revised to reflect the numerical sequence changes made herein:

"5. **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."

8. FINES. The imposition of fines will be on the following basis:

- a. An initial fine based upon a lump sum amount will be levied in accordance with the Schedule of Fines attached hereto as Exhibit "A" and incorporated herein by reference for all purposes and effective as of the date of the First Notice of Curable Violation and effective immediately for

Uncurable Violations or Violations that materially affect the health and safety of the public. The amount of the fine shall be imposed by-weekly during such periods in which the Violation is not corrected to the satisfaction of the Board or its delegate. The maximum fine levied herein shall be Twenty Five Hundred and No/100 (\$2,500.00) at which time the Board, in its discretion, shall determine what further fines, up to \$200 per day, or maximum permitted under Texas law, shall be applied, if access to amenities in the Common Area shall be temporarily suspended, and/or if the Violation will be referred to legal counsel for enforcement action.

- 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 Document or this Policy.
- c. Fines are imposed both personally against the Owners of a Lot at the time of the Violation at issue and are separately protected by the Association's lien rights against the Lot to the extent permitted in the Governing Documents.

Exhibit "A"

Schedule of Fines

- a. ACC Violation Fine: Initial fine will be \$200. Subsequent fines until the Violation is cured will result in fines be levied at \$200 every 14 days until cured.
- b. Other Curable Violation Fine: Initial fine will be \$100, Subsequent fines until the Violation is cured will result in fines be levied at \$200 every 14 days until cured.
- c. Uncurable or Threat to Public Health/Safety: Initial Fine \$200. Subsequent fines for a Public Health/Safety Violation that is curable will be \$500 every 14 days until cured."

This is to certify that the foregoing Amendment to the Covenant Enforcement and Fining Policy was adopted by the Board of Directors at a meeting of same on 12/6/23, and has not been modified, rescinded or revoked. Except as changed by this Amendment, the Covenant Enforcement and Fining Policy remains in full force and effect.

DATE: 12/19/2023

Nebarah C. Pasha
Signature

Nebarah C. Pasha
Title/Printed Name
President, Board of Directors

COLLECTION POLICY

THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.

ASSESSMENT COLLECTION POLICY

Pursuant to the provisions of Article 1396-9.10 of the Texas Non-Profit Corporation Act, as amended from time to time, the undersigned, being all of the Directors of The Homeowners Association of Lone Star Ranch, Inc. (the "Association"), do hereby unanimously consent to the adoption of the following resolutions as and for the act of the Directors, to have the same force and effect as if adopted at a meeting of the Directors at which all Directors were present and voted.

WHEREAS, the Association has authority pursuant to Article XI of the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Residential Properties (the "Declaration") to levy assessments against Owners of Lots located within Lone Star Ranch, a planned community located in Denton County, Texas (the "Development"); and

WHEREAS, the Board of Directors (the "Board") finds there is a need to establish orderly procedures for the collection of assessments that remain unpaid beyond the prescribed due dates and the application of the payments made by Owners in order to encourage Owners to promptly pay their assessment obligations.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Development and the application of payments made by Owners and the same are to be known as the "Assessment Collection Policy" for the Association in the discharge of its responsibilities regarding collection of assessments against Owners and their Lots:

1. Policy Objectives. The collection of assessments and application of payments made by Owners pursuant to the Declaration and this Assessment Collection Policy will be governed by the following objectives:

a. The Association will pursue collection of all assessments, including Annual Assessments, Neighborhood Assessments and Special Assessments, for a given fiscal year such that should the recovery of amounts owing by a particular Owner require commencement of legal proceedings, those proceedings will be initiated and concluded prior to the end of the fiscal year for which the unpaid amounts are due.

b. At each step within the collection process, the Board will analyze the facts and circumstances then known concerning a given delinquency to direct collection efforts toward the most expedient course of action.

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.

3. Due Dates. Pursuant to Article XI of the Declaration, the due date for the Annual Assessment and the Neighborhood Assessment, if any, is the first day of January 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 less than thirty (30) days after the date the Owner is invoiced therefor. The due date for any assessment shall be collectively referred to in this Assessment Collection Policy as the "Due Date". Any assessment which is not paid in full within ten (10) days of the date it is due is delinquent (the "Delinquency Date").

4. Reminder Notice. If an assessment has not been paid by the Delinquency Date, the Association will send a second invoice or notice (referred to as the "Reminder Notice") which will include the unpaid assessments, late charges, collection fees and interest charges claimed to be owing. The Reminder Notice will be sent via first-class United States mail.

5. Default Letter. If an assessment has not been paid within sixty (60) days following the Due Date, the Association will 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:

a. The unpaid assessments, late charges, interest, and collection costs claimed to be owing.

b. A statement that if either (i) the delinquency is not cured in full, including all accrued interest and other charges then owing, within thirty (30) days of the date of the Owner's receipt of the Default Letter, or (ii) the Owner does not dispute, in writing, the amounts set forth in the Default Letter within thirty (30) days of the Owner's receipt of the Default Letter, the delinquency will be assumed to be valid and will be referred to the legal counsel for the Association for further collection action including the possibility of seeking foreclosure of the assessment lien, and that once such referral has occurred all attorney's fees and related costs incurred will be charged to the Owner and Lot.

c. A statement that the Owner's voting rights and rights to use the Common Areas will be suspended upon expiration of the thirty-day period described in Paragraph 5(b) unless the delinquency is cured or otherwise resolved.

d. Such other information as may be required by the debt collection statutes to the extent that any such statutes apply.

6. Interest; Late Charges. In the event any assessment, or any portion thereof, is not paid in full on or before the Delinquency Date, interest on the principal amount due may be assessed against the Owner, the rate of said interest to be ten percent (10%) per annum and shall accrue from the Due 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 on or before the Delinquency Date, a late charge in the amount of \$25.00 shall be assessed against the Owner and his or her Lot. The Board may, from time to time, without the necessity of seeking Owner approval, change the amount of the late charge. Such late charge, as and when levied, will become part of the assessment upon which it has been levied and, as such, will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any future assessments or late charges.

7. 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 the Assessment Collection 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 7 will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

8. Application of Funds Received. All monies received by the Association will be applied to amounts outstanding to the extent of and in the following order unless an Owner has placed a restrictive notation on the check or other form of payment or in correspondence accompanying the payment that a payment is to be applied in another specified manner:

- a. First, to interest;
- b. Next, to handling charges, returned check fees and collection costs incurred by the Association;
- c. Next, to late charges;
- d. Next, to attorney's fees and related costs advanced by the attorney for and on behalf of the Association;
- e. Next, to delinquent Specific Assessments;
- f. Next, to delinquent Special Assessments;
- g. Next, to delinquent Neighborhood Assessments;
- h. Next, to delinquent Annual Assessments;
- i. Next, to outstanding Specific Assessments, though same may not then be delinquent;
- j. Next, to outstanding Special Assessments, though same may not then be delinquent;
- k. Next, to outstanding Neighborhood Assessments, though same may not then be delinquent;
- l. Last, to outstanding Annual Assessments, though same may not then be delinquent.

9. 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 Assessment Collection 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.

10. 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 Assessment Collection Policy will be deemed full and effective for all purposes if given to such representative or agent.

11. 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 required by this Assessment Collection Policy. 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.

12. Legal Action. Legal counsel for the Association will take the following actions with regard to delinquencies referred to it upon legal counsel's receipt of a written request by Management and/or the Board to take a specific collection action:

a. Demand Letter. As the initial correspondence to a Delinquent Owner, counsel will send a demand letter (the "Demand Letter") to the Owner advising the Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services. The Demand Letter will inform the Owner that the Owner may dispute the validity of the amounts owing, in writing, within thirty (30) days of the Owner's receipt of the Demand Letter. If the amounts owing are disputed, Management and/or Legal Counsel will provide verification of the amounts claimed to be owing in accordance with Paragraph 13 of this Policy.

b. Title Search. If a Delinquent Owner fails to pay the amounts set forth in the initial Demand Letter sent by counsel or fails to dispute the amounts within the allotted thirty (30) day period, counsel will, upon direction from the Board and/or Management, order a search of the land records to verify current ownership of the Lot on which the delinquency exists. If the title report indicates that the Current Owner is other than the Delinquent Owner, counsel will communicate that fact to the Association. A determination will then be made by the Board whether to pursue collection of the unpaid assessments from the Delinquent Owner or the Current Owner or both. Based on that determination, the Board and/or Management will direct counsel to proceed according to this Assessment Collection Policy. Where the title report confirms that the Current Owner is the Delinquent Owner, the Association, Management and counsel will likewise proceed according to this Assessment Collection Policy.

c. Notice of Lien. Where the Board has determined that foreclosure of the Association's assessment lien is to be pursued, if an Owner fails to pay in full all amounts indicated by the Demand Letter by the date specified or fails to dispute the debt within the allotted thirty (30) day period, counsel, upon being requested to do so by the Board and/or Management, will cause to be prepared, executed by a duly authorized agent of the Association, and recorded in the Real Property Records of Denton County, a written notice of lien (referred to as the "Notice of Lien") setting forth therein the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by the lien. A copy of the Notice of Lien will be sent to the Owner contemporaneously with the filing of same with the County Clerk's office, together with an additional demand for payment in full of all amounts then outstanding, within thirty (30) days of the date of the transmittal to the Owner of the Notice of Lien.

d. 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 Lot, 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 Lot 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.

e. 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.

13. Verification of Indebtedness. For so long as the collection of assessments may be subject to the requirements of the Fair Debt Collection Practices Act (15 U.S.C. 1692 *et seq.*) (the "FDCPA") and the Texas Debt Collection Act (Tex. Rev. Civ. Stat., art 5096 *et seq.*) (the "TDCA"), all communications from Management and legal counsel will include such required notices as are prescribed by the FDCPA and the TDCA. Furthermore, where an Owner requests

verification of the indebtedness, Management will, upon notification of the Owner's request, supply such verification before any further collection action is taken with respect to such Owner. The exercise of the collection rights of the Association regarding assessments will in all ways comply with the FDCPA and the TDCA to the extent such acts may apply.

14. 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.

15. 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.

IT IS FURTHER RESOLVED that this Assessment Collection Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the collection of assessments by the Association 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 January 21, 2002, and has not been modified, rescinded or revoked.

DATE: 1/21/02


Secretary

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
LONE STAR RANCH RESIDENTIAL PROPERTIES**

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

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LONE STAR RANCH RESIDENTIAL PROPERTIES (this "Notice") is made this 23 day of July, 2002, by The Homeowners Association of Lone Star Ranch, Inc. (the "Association").

WITNESSETH:

WHEREAS, LSR Development, Inc., a Texas corporation (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants and Restrictions for Lone Star Ranch Residential Properties" filed of record on June 25, 2001, at Volume 4865, Page 1290 *et seq.* of the Deed Records, 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, which development is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; 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 "B" 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.

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

THE HOMEOWNERS ASSOCIATION OF
LONE STAR RANCH, INC.,
a Texas non-profit corporation

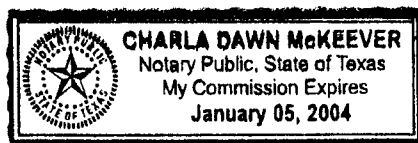
By: [Signature]
Its: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Jerry W. Ragsdale, Vice President of The Homeowners Association of Lone Star Ranch, Inc., 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 23 day of July, 2002.



Charla Dawn McKeever
Notary Public
State of Texas
Jan 05, 2004
My Commission Expires

AFTER RECORDING, RETURN TO:

Lance E. Williams, Esq.
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 1050
Dallas, Texas 75219

G:\Notice.ded\lsr.notice

EXHIBIT "A"

PROPERTY DESCRIPTION

See attached property description as Exhibit "A":

- Exhibit "A-1" - Lone Star Ranch - Stone Creek Village
- Exhibit "A-2" - Lone Star Ranch - Lake Hill Village
- Exhibit "A-3" - Lone Star Ranch - Saddle Brook Village
- Exhibit "A-4" - Lone Star Ranch - Quail Meadow Village

Exhibit "A-1"
Lone Star Ranch
Stone Creek Village

5138 03817

WHEREAS, LSR DEVELOPMENT, INC., is the owner of a 58.384 acre tract of land, situated in the DAVID E. LAWHORN SURVEY, ABSTRACT NO.727, Denton County, Texas, and being a portion of a 161.466 acre tract described in the deed to LSR DEVELOPMENT, INC. as TRACT 1, recorded County Clerk's File No. 00-R0020717 of the Deed Records of Denton County, Texas; said 58.384 acre tract of land being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found for the southwest corner of said TRACT 1, said iron rod also being in the center of Stewart Creek Road;

THENCE N00°37'52"W departing said center of Stewart Creek Road, and along the east line of said Tract 1, a distance of 60.00 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W departing the east line of said TRACT 1, a distance of 524-21 feet to the POINT OF BEGINNING;

THENCE S89°37'14"W a distance of 1288.02 feet to a 5/8 inch rod set for the beginning of a curve to the right having a radius of 1440.00 feet and a central angle of 38°43'07";

THENCE along said curve to the right an arc distance of 973.10 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N71°01'12"W and is 954.69 feet in length said iron rod being in the west line of aforementioned TRACT 1;

THENCE N37°14'42"E along the west line of said TRACT 1 a distance of 242.77 feet to a 5/8 inch iron rod set for the beginning of a curve to the left having a radius of 1500.00 feet and a central angle of 35°43'11";

THENCE continuing along said west line of TRACT 1 and along said curve to the left an arc distance of 935.14 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N19°23'06"E and is 920.07 feet in length;

THENCE N01°31'30"E continuing along the west line of said TRACT 1 a distance of 351.81 feet to a 5/8 inch iron rod set;

THENCE S88°28'30"E departing the west line of TRACT 1 a distance of 263.00 feet to a 5/8 inch iron rod set;

THENCE S01°31'30"W a distance of 8.69 feet to a 5/8 inch iron rod set;

THENCE S43°28'30"E a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE S88°28'30"E a distance of 172.50 feet to a 5/8 inch iron rod set for the beginning of a curve to the left having a radius of 40.00 feet and a central angel of 90°00'00";

THENCE along said curve to the left an arc distance of 62.83 feet to a 5/8 inch rod set at its end, the chord of said arc bears N46°31'30"E and is 56.67 feet in length;

THENCE N01°31'30" a distance of 2.11 feet to a 5/8 inch iron rod set;

Exhibit "A-1"
Lone Star Ranch
Stone Creek Village

5138 03818

THENCE S88°28'30"E a distance of 18.00 feet to a 5/8 inch iron rod set;

THENCE S01°31'30"W a distance of 38.43 feet to a 5/8 inch iron rod set;

THENCE S88°28'30"E a distance of 125.00 feet to a 5/8 inch iron rod set;

THENCE N01°31'30"E a distance of 37.90 feet to a 5/8 inch iron rod set;

THENCE S88°33'49"E a distance of 279.86 feet to a 5/8 inch iron rod set for the beginning of a non-tangent curve to the left having a radius of 595.00 feet and a central angle of 20°09'18";

THENCE along said curve to the left an arc distance of 209.30 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S15°52'57"E and is 208.23 feet in length;

THENCE S25°57'35"E a distance of 1018.56 feet to a 5/8 inch iron rod set;

THENCE N89°37'14"E a distance of 243.91 feet to a 5/8 inch iron rod set;

THENCE S25°57'35"E a distance of 174.19 feet to a 5/8 inch iron rod set for the beginning of a curve to the right having a radius of 250.00 feet and a central angle of 25°34'50";

THENCE along said curve to the right an arc distance of 111.62 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S13°10'10"E and is 110.69 feet in length;

THENCE S00°22'46"E a distance of 304.94 feet to a 5/8 inch iron rod set;

THENCE S44°37'14"W a distance of 42.43 feet to the POINT OF BEGINNING and containing 58.384 acres of land, more or less.

WHEREAS, LSR DEVELOPMENT, INC., is the owner of a 30.296 acre tract of land situated in the DAVID E. LAWHORN SURVEY, ABSTRACT NO.727, Denton County, Texas, and being a portion of two tracts described in the deed to LSR DEVELOPMENT, INC. TRACT 1 recorded in County Clerk's File No. 00-R0020717 and TRACT 3 recorded in County Clerk's File no 00-R0020713 of the Deed Records of Denton County, Texas; said 30.294 acre tract being more particularly described as follows:

COMMENCING at a 5/8 inch iron found for the southwest corner of said TRACT 1, Said iron rod also being in the center of Stewart Creek Road;

THENCE N00°37'52"W departing said center of Stewart Creek Road, and along the east line of said TRACT 1, a distance of 60.00 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W departing the east line of said TRACT 1, a distance of 524.21 feet to a 5/8 inch iron rod and the POINT OF BEGINNING;

THENCE N44°37'14"E a distance of 42.43 feet to a 5/8 inch iron rod set for corner;

THENCE N00°22'46"W a distance of 304.94 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 250.00 feet and a central angle of 25°34'50";

THENCE along said curve to the left an arc distance of 111.62 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N 13° 10'10"W and is 110.69 feet in length;

THENCE N25°57'35"W a distance of 174.19 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a distance of 243.91 feet to a 5/8 inch iron rod set;

THENCE N25°57'35"W a distance of 1018.56 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 595.00 feet and a central angle of 24°41'02";

THENCE along said curve to the right an arc distance of 256.33 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N13°37'05"W and is 254.36 feet in length;

THENCE N88°43'26"E a distance of 99.84 feet to a 5/8 inch iron rod set;

THENCE S82°40'58"E a distance of 121.97 feet to a 5/8 inch iron rod set;

THENCE N85°56'18"E a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S05°03'07"E a distance of 11.23 feet to a 5/8 inch iron rod set;

THENCE S54°34'01"E a distance of 13.47 feet to a 5/8 inch iron rod set;

THENCE N77°46'57"E a distance of 95.53 feet to a 5/8 inch iron rod set;

THENCE N36°52'35"E a distance of 15.12 feet to a 5/8 inch iron rod set;

THENCE N02°12'02"W a distance of 3.30 feet to a 5/8 inch iron rod set;

Exhibit "A-2"
Lone Star Ranch
Lake Hill Village

5138 03820

THENCE N88°14'59"E a distance of 18.00 feet to a 5/8 inch iron rod set;

THENCE S52°43'08"E a distance of 12.99 feet to a 5/8 inch iron rod set;

THENCE N77°46'57"E a distance of 4.33 feet to a 5/8 inch iron rod set;

THENCE S12°13'03"E a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S77°46'57"W a distance of 4.33 feet to a 5/8 inch iron rod set;

THENCE S28°17'03"W a distance of 12.99 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 192.00 feet and a central angle of 03°16'31";

THENCE along said curve to the left an arc distance of 10.98 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S24°19'20"E and is 10.97 feet in length;

THENCE S25°57'35"E a distance of 65.77 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 40.00 feet and a central angle of 76°15'27";

THENCE along said curve to the left an arc distance of 53.24 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S64°05'19"E and is 49.39 feet in length;

THENCE N77°46'57"E a distance of 23.97 feet to a 5/8 inch iron rod set;

THENCE S12°13'03"E a distance of 18.00 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 40.00 and a central angle of 103°44'33";

THENCE along said curve to the left an arc distance of 72.43 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S25°54'41"W and is 62.93 feet in length;

THENCE S25°57'35"E a distance of 20.84 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 197.00 and a central angle of 129°23'38";

THENCE along said curve to the left an arc distance of 444.89 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N89°20'36"E and is 356.20 feet in length;

THENCE N24°38'47"E a distance of 96.41 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 40.00 and a central angle of 89°53'24";

THENCE along said curve to the left an arc distance of 62.76 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N20°17'55"W and is 56.51 feet in length;

THENCE N24°44'39"E a distance of 18.00 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 40.00 feet and a central angle of 89°01'32";

Exhibit "A-2"
Lone Star Ranch
Lake Hill Village

5138 03821

THENCE along said curve to the left an arc distance of 62.15 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N70°08'01"E and is 56.09 feet in length; said iron rod being the beginning of a curve to the right having a radius of 703.00 feet and a central angle of 24°34'22"

THENCE along said curve to the right an arc distance of 301.50 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N37°54'26"E and is 299.19 in length;

THENCE N05°11'37"E a distance of 245.04 feet to a 5/8 inch iron rod set;

THENCE N39°48'23"W a distance of 3.08 feet to a 5/8 inch iron rod set;

THENCE N50°11'37"E a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S39°48'23"E a distance of 3.08 feet to a 5/8 inch iron rod set;

THENCE S84°48'23"E a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N50°11'37"E a distance of 58 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 40.00 feet and a central angle of 90°00'00";

THENCE along said curve to the left an arc distance of 62.83 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N05°11'37"E and is 56.57 feet in length;

THENCE N39°48'23"W a distance of 257.96 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 788.00 feet and a central angle of 08°29'18";

THENCE along said curve to the left an arc distance of 116.74 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N26°15'28"E and is 116.63 feet in length; said iron chord being the beginning of a curve to the left having a radius of 772.57 feet and a central angle of 04°44'13";

THENCE along said curve to the left an arc distance of 63.87 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N19°40'56"E and is 63.86 feet in length;

THENCE S73°33'59"E a distance of 18.01 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 40.00 feet and a central angle of 107°57'34";

THENCE along said curve to the left an arc distance of 75.37 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S36°37'52"E and is 64.70 feet in length;

THENCE N89°23'21"E a distance of 364.86 feet to a 5/8 inch iron rod set;

THENCE S39°48'23"E a distance of 25.62 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 40.00 feet and a central angle of 99°07'28";

Exhibit "A-2"
Lone Star Ranch
Lake Hill Village

5138 03822

THENCE along said curve to the left an arc distance of 69.20 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S89°22'07"E and is 60.89 feet in length; said iron rod being the beginning of a curve to the left having a radius of 192.00 feet and a central angle of 41°13'58",

THENCE along said curve to the left an arc distance of 138.17 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N20°27'10"E and is 135.21 feet in length;

THENCE N45°35'39"W a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE S89°23'21"W a distance of 3.76 feet to a 5/8 inch iron rod set;

THENCE N00°36'39"W a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE N89°23'21"E a distance of 136.76 feet to a 5/8 inch iron rod set;

THENCE N44°23'21"W a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N00°36'39"W a distance of 225.86 feet to a 5/8 inch iron rod set;

THENCE N45°30'23"W a distance of 28.34 feet to a 5/8 inch iron rod set;

THENCE N00°24'08"W a distance of 30.00 feet to a 5/8 inch iron rod set;

THENCE N89°35'52"E a distance of 840.50 feet to a 5/8 inch iron rod set;

THENCE S00°28'13"E a distance of 30.00 feet to a 5/8 inch iron rod set;

THENCE S89°35'52"W a distance of 374.84 feet to a 5/8 inch iron rod set;

THENCE S44°29'37"W a distance of 28.23 feet to a 5/8 inch iron rod set;

THENCE S89°35'52"W a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE N45°30'23"W a distance of 28.34 feet to a 5/8 inch iron rod set;

THENCE S89°35'52"W a distance of 185.69 feet to a 5/8 inch iron rod set;

THENCE S00°36'39"E a distance of 313.74 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 495.00 feet and a central angle of 50°48'16";

THENCE along said curve to the right an arc distance of 438.92 to a 5/8 inch iron set at its end, the chord of said arc bears S24°47'29"W and is 424.68 feet in length;

THENCE S50°11'38"W a distance of 526.38 feet to a 5/8 inch iron rod set;

THENCE N49°25'01"W a distance of 114.57 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the right having a radius of 55.00 feet and a central angle of 99°13'29";

THENCE along said non-tangent curve to the right an arc distance of 95.25 feet to a 5/8 inch iron rod at its end, the chord of said arc bears S50°11'37"W and is 83.78' feet in length;

THENCE S29°45'11"E a distance of 114.72 feet to a 5/8 inch iron rod set;

Exhibit "A-2"
Lone Star Ranch
Lake Hill Village

5138 03823

THENCE S50°11'37"W a distance of 230.42 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 400.00 feet and a central angle of 25°32'50";

THENCE along said curve to the left an arc distance of 178.35 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S37°25'12"W and is 176.88 feet in length;

THENCE S24°38'47"W a distance of 181.77 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 500.00 feet and a central angle of 60°39'34";

THENCE along said curve to the right an arc distance of 529.40 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S54°58'44"W and is 505.02 feet in length;

THENCE S34°17'09"W a distance of 21.27 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 101.48 feet and a central angle of 26°28'17";

THENCE along said non-tangent curve to the left a distance of 46.88 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S13°20'52"E and is 46.47 feet in length;

THENCE S25°57'35"E a distance of 70.00 feet to a 5/8 inch iron rod set;

THENCE S64°02'25"W a distance of 120.00 feet to a 5/8 inch iron rod set;

THENCE S25°57'35"E a distance of 456.07 feet to a 5/8 inch iron rod set;

THENCE S70°57'35"E a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N64°02'25"E a distance of 5.50 feet to a 5/8 inch iron rod set;

THENCE S25°57'35"E a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S64°02'25"W a distance of 5.50 feet to a 5/8 inch iron rod set;

THENCE S19°02'25"W a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE S25°57'35"E a distance of 45.10 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 375.00 and a central angle of 25°35'33";

THENCE along said curve to the right an arc distance of 167.50 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S13°10'32"E and is 166.11 feet in length;

THENCE S00°22'46"E a distance of 225.24 feet to a 5/8 inch iron rod set;

THENCE S45°22'46"E a distance of 42.43 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a distance of 140.00 feet to the POINT OF BEGINNING and containing 31.030 acres of land, more or less.

WHEREAS, LSR DEVELOPMENT INC., are the owners of a 40.819 acre tract of land situated in the DAVID E. LAWHORN SURVEY, ABSTRACT NO.727, Denton County, Texas, and also being a portion of two tracts of land described in deed to LSR DEVELOPMENT, INC. TRACT 1 recorded in County Clerk's File No. 00-R0020717 and TRACT 3 recorded in County Clerk's File No. 00-R0020713 of the Deed of Records of Denton County, Texas; said 40.817 acre tract of land being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found for the southeast corner of said TRACT 1, said iron rod also being in the center of Stewart Creek.

THENCE N00°37'52"W departing said center of Stewart Creek Road, and along the east line of said TRACT 1, a distance of 60.00 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a departing the east line of said TRACT 1, a distance of 310.20 feet to a 5/8 inch iron rod and the POINT OF BEGINNING;

THENCE S89°37'14"W a distance of 74.00 feet to a 5/8 inch iron rod set;

THENCE N45°22'46"W a distance of 42.43 feet to a 5/8 inch iron rod set;

THENCE N00°22'46"W a distance of 225.47 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 375.00 feet and a central angle of 25°D35'33";

THENCE along said curve to the left an arc distance of 167.50 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N13°10'32"W and is 166.11 feet in length;

THENCE N25°57'35"W a distance of 45.10 feet to a 5/8 inch iron rod set;

THENCE N19°02'25"E a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N64°02'25"E a distance of 5.50 feet to a 5/8 inch iron rod set;

THENCE N25°57'35"W a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S64°02'25"W a distance of 5.50 feet to a 5/8 inch iron rod set;

THENCE N70°57'35"W a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N25°57'35"W a distance of 456.07 feet to a 5/8 inch iron rod set;

THENCE N64°02'25"E a distance of 120.00 feet to a 5/8 inch iron rod set;

THENCE N25°57'35"W a distance of 70.00 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 101.48 feet and a central angle of 26°28'17";

THENCE along said curve to the right an arc distance of 46.88 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears N13°20'52"E and is 46.47 feet in length;

Exhibit "A-3"
Lone Star Ranch
Saddle Brook Village

5138 03825

THENCE N34°17'09"E a distance of 21.27 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 500.00 feet and a central angle of 60°39'54";

THENCE along said non-tangent curve to the left an arc distance of 529.40 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears N54°58'44"E and is 505.02 feet in length;

THENCE N24°38'47"E a distance of 181.77 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 400.00 feet and a central angle of 25°32'50";

THENCE along said curve to the right an arc distance of 178.35 feet to a 5/8 inch iron rod set at its end, the chord of said 178.35 feet arc bears N37°25'12"E and is 176.88 feet in length;

THENCE N50°11'37"E a distance of 230.42 feet to a 5/8 inch iron rod set;

THENCE N29°45'11"W a distance of 114.72 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 55.00 feet and a central angle of 99°13'29";

THENCE along said non-tangent curve to the left an arc distance of 92.25 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears N50°11'37"E and is 83.78 feet in length; THENCE S49°25'01"E a distance of 114.57 feet to a 5/8 inch iron rod set;

THENCE N50°11'37"E a distance of 295.95 feet to a 5/8 inch iron rod set;

THENCE S39°48'23"E a distance of 260.00 feet to a 5/8 inch iron rod set;

THENCE S50°11'37"W a distance of 32.33 feet to a 5/8 inch iron rod set;

THENCE S01°37'46"W a distance of 13.34 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 275.00 feet and a central angle of 30°31'55";

THENCE along said curve to the left a distance of 146.54 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears S63°07'43"E and is 144.81 feet in length;

THENCE S11°36'20"W a distance of 50.00 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 325.00 feet and a central angle of 7°45'44";

THENCE along said curve to the right an arc distance of 44.03 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N74°30'48"W and is 44.00 feet in length;

THENCE S80°31'41"W a distance of 19.80 feet to a 5/8 inch iron rod set;

THENCE S50°11'37"W a distance of 101.36 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 40.00 feet and a central angle of 137°21'26";

Exhibit "A-3"
Lone Star Ranch
Saddle Brook Village

5138 03826

THENCE along said curve to the left an arc distance of 95.89 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S18°29'07"E and is 74.52 feet in length; said iron rod being the beginning of a curve to the right having a radius of 491.00 feet and a central angle of 3°12'56",

THENCE along said curve to the right an arc distance of 27.56 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears S88°46'18"E a distance of 27.55 feet;

THENCE N89°37'14"E a distance of 183.15 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 716.00 feet and a central angle of 26°25'01";

THENCE along said curve to the right an arc distance of 330.12 to a 5/8 inch iron rod set at its end, the chord of said arc bears S77°10'15"E and is 327.20 feet in length;

THENCE S63°57'45"E a distance of 23.58 feet to a 5/8 inch iron rod set;

THENCE N72°04'31"E a distance of 14.41 feet to a 5/8 inch iron rod set;

THENCE N27°47'27"E a distance of 3.69 feet to a 5/8 inch iron rod set;

THENCE S62°17'37"E a distance of 50.00 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 1302.00 feet and a central angle of 01°14'49";

THENCE along said curve to the right an arc distance of 28.33 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S28°19'48"W and is 28.33 feet in length;

THENCE S61°02'48"E a distance of 128.00 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the right having a radius of 1430.00 feet and a central angle of 09°44'44";

THENCE along said curve to the right an arc distance of 243.23 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S33°49'34"W and is 242.94 feet in length;

THENCE S38°41'55"W a distance of 300.80 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 1570.00 feet and a central angle of 11°20'02";

THENCE along said curve to the left an arc distance of 310.57 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S33°01'54"W a distance of 310.06;

THENCE S89°37'14"W a distance of 846.68 feet to a 5/8 inch iron rod set;

THENCE S00°22'46"E a distance of 403.77 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a distance of 300.00 feet to a 5/8 inch iron rod set;

THENCE S00°22'46"E a distance of 351.23 feet to the POINT OF BEGINNING and containing 40.817 acres of land, more or less.

5138 03827

Exhibit "A-3"
Lone Star Ranch
Saddle Brook Village

Saddle Brook Village - Phase I Final Plat filed in Deed Records of Denton County, Texas under Clerk's
File No. R0045548 and recorded in Cabinet T, Page 248-249.

Exhibit "A-4"
Lone Star Ranch
Quail Meadow Village

5138 03828

WHEREAS LSR DEVELOPMENT, INC. is the owner of 61.320 acre tract of land situated in the DAVID E. LAWHORN SURVEY, ABSTRACT NO.727, and the L. WHITE SURVEY, ABSTRACT NO. 1394, Denton County, Texas, and being a part of five tracts of land described in deed to LSR DEVELOPMENT, INC. TRACT 3, and TRACT 7, recorded in County Clerk's File No. 00-R0020713, TRACT 5 recorded in County Clerk's File No. 00-R0020714, and two tracts recorded in County Clerk's File No. 00R0036137, and a part of LEWISVILLE LAKE ASSOCIATES JOINT VENTURE recorded in Volume 2765, Page 0618, and also being a part of a tract of LEBANON DEVELOPMENT 180 JOINT VENTURE recorded in Volume 2817, Page 0014 all of the Deed Records of Denton County, Texas; said 61.320 acre tract of land being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found in the center of Stewart Creek Road for the northwest corner of said TRACT 5, said iron rod also being the northwest corner of a tract described in the deed to the City Of Frisco, Texas recorded in Volume 4255, Page 1504, of the Deed Records of Denton County, Texas;

THENCE along the center of Stewart Creek Road, the same being the northerly boundary of said TRACT 5, S89°33'46"W a distance of 1294.20 feet to a 5/8 inch iron rod set for the northwest corner of the 61.368 acre tract herein described and being the POINT OF BEGINNING;

THENCE S00°34'06"E a distance of 45.00 feet to a 5/8 inch iron rod set;

THENCE S44°24'39"W a distance of 29.98 feet to a 5/8 inch iron rod set;

THENCE S00°36'39"E a distance of 767.50 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 1570.00 feet and a central angle of 06°05'22";

THENCE along said curve to the right an arc distance of 166.86 to a 5/8 inch iron rod set at its end, the chord of said arc bears S02°26'02"W and is 166.78 feet in length; and a central angle of 06°05'22";

THENCE S38°39'54"E a distance of 20.50 feet to a 5/8 inch iron rod set;

THENCE S82°56'44"E a distance of 230.85 feet to a 5/8 inch iron rod set and the beginning of a curve to the left having a radius of 960.00 feet and a central angle of 07°39'55";

THENCE along said curve to the left an arc distance of 128.43 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S86°46'42"E and is 128.34 feet in length;

THENCE N89°23'21"E a distance of 16.39 feet to a 5/8 inch iron rod set;

THENCE N44°23'21"E a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N00°36'39"W a distance of 21.10 feet to a 5/8 inch iron rod set;

THENCE N89°19'34"E a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S00°36'39"E a distance of 40.05 feet to a 5/8 inch iron rod set;

THENCE N89°23'21"E a distance of 115.00 feet to a 5/8 inch iron rod set;

Exhibit "A-4"
Lone Star Ranch
Quail Meadow Village

5138 03829

THENCE N00°36'39"W a distance of 40.18 feet to a 5/8 inch iron rod set;
THENCE N89°19'34"E a distance of 59.63 feet to a 5/8 inch iron rod set;
THENCE S00°40'26"E a distance of 567.67 feet to a 5/8 inch iron rod set;
THENCE N89°19'34"E a distance of 50.00 feet to a 5/8 inch iron rod set;
THENCE S00°40'26"E a distance of 96.47 feet to a 5/8 inch iron rod set;
THENCE S45°37'16"E a distance of 14.16 feet to a 5/8 inch iron rod set;
THENCE N89°25'54"E a distance of 137.08 feet to a 5/8 inch iron rod set;
THENCE S00°34'06"E a distance of 50.00 feet to a 5/8 inch iron rod set;
THENCE S89°25'54"E a distance of 3.72 feet to a 5/8 inch iron rod set;
THENCE S44°25'54"W a distance of 14.14 feet to a 5/8 inch iron rod set;
THENCE S00°34'06"E a distance of 70.00 feet to a 5/8 inch iron rod set
and the beginning of a curve to the left having a radius of 40.00 feet and
a central angle of 90°00'00";
THENCE along said curve to the left an arc distance of 62.83 feet to a
5/8 inch iron rod set at its end, the chord of said arc bears S45°34'06"E
and is 56.57 feet in length;
THENCE N89°25'54"E a distance of 361.53 feet to a 5/8 inch iron rod set;
THENCE N85°26'01"E a distance of 50.00 feet to a 5/8 inch iron rod set
at the beginning of a non-tangent curve to the left having a radius of
570.00 feet and a central angle of 52°14'55";
THENCE along said curve to the left an arc distance of 519.79 feet to a
5/8 inch iron rod set at its end, the chord of said arc bears S30°41'27"E
and is 501.97 feet in length;
THENCE S33°11'06"W a distance of 50.00 feet to a 5/8 inch iron rod set;
THENCE S34°28'54"W a distance of 74.79 feet to a 5/8 inch iron rod set;
THENCE S41°56'34"W a distance of 106.56 feet to a 5/8 inch iron rod set
at the beginning of a curve to the left having a radius of 141.97 feet and
a central angle of 42°32'59";
THENCE along said curve to the left an arc distance of 105.43 feet to a
5/8 inch iron rod set at its end, the chord of said arc bears S20°40'12"W
and is 103.02 feet in length;
THENCE S00°40'24"E a distance of 503.40 to a 5/8 inch iron rod set at the
beginning of a non-tangent curve to the left having a radius of 1560.00 feet
and a central angle of 19°08'45";

Exhibit "A-4"
Lone Star Ranch
Quail Meadow Village

5138 03830

THENCE along said curve to the left an arc distance of 521.28 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N80°48'26"W and is 518.86 feet in length;

THENCE S89°37'14"W a distance of 581.02 feet to a 5/8 inch iron rod set;

THENCE N00°22'46"W a distance of 755.00 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a distance of 895.20 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 1429.86 feet and a central angle of 28°32'03";

THENCE along said curve to the left an arc distance of 721.09 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S16°05'07"W and is 704.76 feet in length;

THENCE S45°11'28"E a distance of 90.41 feet to a 5/8 inch iron rod set;

THENCE S00°22'46"E a distance of 15.00 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a distance of 270.00 feet to a 5/8 inch iron rod set;

THENCE N00°22'46"W a distance of 15.00 feet to a 5/8 inch iron rod set;

THENCE N44°47'33"E a distance of 93.36 feet to a 5/8 inch iron rod set, and the beginning of a curve to the right having a radius of 1570.00 and a central angle of 37°00'32";

THENCE along said curve to the right an arc distance of 1014.10 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears N20°11'40"E and is 996.57 feet in length;

THENCE N38°41'55"E a distance of 300.80 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 1430.00 and a central angle of 39°18'35";

THENCE along said curve to the left an arc distance of 981.10 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N19°02'38"E and is 961.97 feet in length;

THENCE N00°36'39"W a distance of 767.91 to a 5/8 inch iron rod set;

THENCE N45°30'23"E a distance of 30.11 to a 5/8 inch iron rod set;

THENCE N00°24'08"W a distance of 45.00 to a 5/8 inch iron rod set in the center of Stewart Creek Road;

THENCE in the center of Stewart Creek Road N89°33'46"E a distance of 182.33 feet to the POINT OF BEGINNING, containing 61.320 acres of land, more or less.

EXHIBIT "B"

DEDICATORY INSTRUMENTS

1. Assessment Collection Policy (adopted and signed January 21, 2002)
2. Covenant Enforcement and Fining Policy (adopted and signed January 21, 2002)

APPLICATION OF PAYMENTS POLICY

The Homeowners Association of
LONE STAR★RANCH Inc.

Application of Payments Policy

WHEREAS, the Board of Directors (the "Board") of The Homeowners Association of Lone Star Ranch, 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.

The Homeowners Association of Lone Star Ranch, Inc.
5150 Beacon Hill ♦ Frisco, Texas 75034
Phone - 972-370-9700 ♦ Fax - 972-370-9713

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: W. J. Borch G. Basha

Title: President

Date: 12/6/11

ALTERNATE PAYMENT PLAN POLICY

The Homeowners Association of
LONE STAR★RANCH Inc.

Payment Plan Policy

WHEREAS, the Board of Directors of The Homeowners Association of Lone Star Ranch, 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 6 months with an initial payment of 30 % 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.



The Homeowners Association of Lone Star Ranch, Inc.
5150 Beacon Hill ♦ Frisco, Texas 75034
Phone - 972-370-9700 ♦ Fax - 972-370-9713

- 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: W. F. Bouch O. Pasha
Title: President
Date: 12/16/11

RECORDS PRODUCTION AND COPYING POLICY

The Homeowners Association of
LONE STAR★RANCH Inc.
Records Production and Copying Policy

WHEREAS, THE Board of Directors (the "Board") of The Homeowners Association of Lone Star Ranch, 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: _____

W. Liberal Co. Pasha

Title: _____

President

Date: _____

12/6/11

RECORDS RETENTION POLICY

The Homeowners Association of
LONE STAR★RANCH Inc.

Record Retention Policy

WHEREAS, the Board of Directors (the "Board") of The Homeowners Association of Lone Star Ranch, 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.

The Homeowners Association of Lone Star Ranch, Inc.
5150 Beacon Hill ♦ Frisco, Texas 75034
Phone - 972-370-9700 ♦ Fax - 972-370-9713

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:

Wahid C. Pasha

Title:

President

Date:

12/6/11

RELIGIOUS DISPLAY GUIDELINES

The Homeowners Association of
LONE STAR★RANCH 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 The Homeowners Association of Lone Star Ranch, 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.

The Homeowners Association of Lone Star Ranch, Inc.
5150 Beacon Hill ♦ Frisco, Texas 75034
Phone - 972-370-9700 ♦ Fax - 972-370-9713

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

Name: Wahneema Lubiano
Title: President
Date: 12/6/11

SOLAR ENERGY DEVICE GUIDELINES

The Homeowners Association of
LONE STAR★RANCH Inc.

Solar Energy Device Policy

WHEREAS, The Board of Directors of The Homeowners Association of Lone Star Ranch, 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;

**The Homeowners Association of Lone Star Ranch, Inc.
5150 Beacon Hill ♦ Frisco, Texas 75034
Phone - 972-370-9700 ♦ Fax - 972-370-9713**

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: _____

Walter Gash

Title: _____

President

Date: _____

12/6/11

ROOFING MATERIAL GUIDELINES

The Homeowners Association of
LONE STAR★RANCH Inc.

Policy Regarding Certain Roofing Material

WHEREAS, The Board of Directors of The Homeowners Association of Lone Star Ranch, 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.

The Homeowners Association of Lone Star Ranch, Inc.
5150 Beacon Hill ♦ Frisco, Texas 75034
Phone - 972-370-9700 ♦ Fax - 972-370-9713

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

Name:

W. Innaah O. Pasha

Title:

President

Date:

12/4/11

RAIN COLLECTION DEVICE GUIDELINES

The Homeowners Association of
LONE STAR★RANCH Inc.

Rainwater Collection Device Policy

WHEREAS, The Board of Directors of The Homeowners Association of Lone Star Ranch, 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:

Michael G. Pasha

Title:

President

Date:

12/6/11

FLAG DISPLAY GUIDELINES

The Homeowners Association of
LONE STAR★RANCH Inc.

Flag Display Policy

WHEREAS, The Board of Directors of The Homeowners Association of Lone Star Ranch, 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;

The Homeowners Association of Lone Star Ranch, Inc.
5150 Beacon Hill ♦ Frisco, Texas 75034
Phone - 972-370-9700 ♦ Fax - 972-370-9713

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: _____

Wahneema Lubiano

Title: _____

President

Date: _____

12/6/11



70 2011 00119369

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

Instrument Number: 2011-119369

As

Recorded On: December 14, 2011

Misc General Fee Doc

Parties: THE HOA OF LONE STAR RANCH INC

To

Billable Pages: 27

Number of Pages: 27

Comment:

(Parties listed above are for Clerks reference only)

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

Misc General Fee Doc	115.00
Total Recording:	115.00

***** 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: 2011-119369

Receipt Number: 855281

Recorded Date/Time: December 14, 2011 03:08:36P

User / Station: D Kitzmiller - Cash Station 2

Record and Return To:

THE PELLAR LAW FIRM PLLC

2591 DALLAS PKWY

STE 300

FRISCO TX 75034



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 THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF DENTON

§

This **THIRD SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE LONE STAR RANCH HOMEOWNERS ASSOCIATION, INC.**, (hereinafter "Third Supplemental Notice") is made this 14th day of January 2011, by The Lone Star Ranch Homeowners Association, Inc., (hereinafter "Association").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et seq.* of the Official Property Records of Denton County, Texas (the "Declaration") as amended and supplemented from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code mandates 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 July 30, 2002, the Association recorded a Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Volume 5138, Page 03814 *et seq.* of the Deed Records of Denton County, Texas (the "Notice"); and

WHEREAS, on May 29, 2003, the Association recorded a First Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Book 5427, Page 700 *et seq.* of the Deed Records of Collin County, Texas and filed of record in the Deed Records of Denton County, Texas on January 18, 2011 as Document No. 2011-5385 (the "First Supplement"); and

WHEREAS, on February 16, 2011, the Association recorded a Second Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Book , Page 700 *et seq.* of the Deed Records of Collin County, Texas and filed of record in the Deed Records of Denton County, Texas on January 18, 2011 as Document No. 2011-5385 (the "Second Supplement"); and

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

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.

THE HOMEOWNERS ASSOCIATION
OF LONE STAR RANCH, INC.,
a Texas non-profit corporation

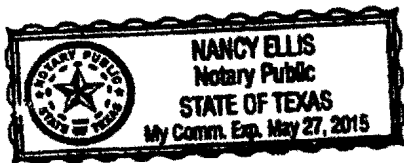
By: N. F. Pasha
Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Debbie C. Pasha, President of Lone Star Ranch, 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 6th day of December, 2011.



Nancy Ellis
Notary Public, State of Texas

May 27, 2015
My Commission Expires

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

EXHIBIT “A”

DEDICATORY INSTRUMENTS

1. **Application of Payments Policy**
2. **Payment Plan Policy**
3. **Records Production and Copying Policy**
4. **Record Retention Policy**
5. **Religious Display Policy**
6. **Solar Energy Device Policy**
7. **Policy Regarding Certain Roofing Material**
8. **Rainwater Collection Device Policy**
9. **Flag Display Policy**
10. **Time-Saving Operational Guidelines For Assessment Collection**

**EMERGENCY CONTACT
INFORMATION/WAIVER
FOR POOL/AMENITY
CENTER USE**

Denton County
Juli Luke
County Clerk

Instrument Number: 128250

ERecordings-RP

NOTICE

Recorded On: September 02, 2022 12:11 PM

Number of Pages: 13

" Examined and Charged as Follows: "

Total Recording: \$74.00

***** 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: 128250
Receipt Number: 20220902000362
Recorded Date/Time: September 02, 2022 12:11 PM
User: Michael T
Station: Station 34

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 AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

This **FOURTH AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE LONE STAR RANCH HOMEOWNERS ASSOCIATION, INC.**, (hereinafter "Fourth Amendment to Notice") is made this 17 day of August, 2022, by The Lone Star Ranch Homeowners Association, Inc., (hereinafter "Association").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et. seq.* of the Official Property Records of Denton County, Texas (the "Declaration") as amended and supplemented from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code mandates 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 July 30, 2002, the Association recorded a Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Volume 5138, Page 03814 *et seq.* of the Deed Records of Denton County, Texas (the "Notice"); and

WHEREAS, on May 29, 2003, the Association recorded a First Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Book 5427, Page 700 *et seq.* of the Deed Records of Collin County, Texas and filed of record in the Deed Records of Denton County, Texas on January 18, 2011, as Document No. 2011-5385 (the "First Supplement"); and

WHEREAS, on February 16, 2011, the Association recorded a Second Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas on February 16, 2011, as Document No. 2011-15042 (the "Second Supplement"); and

WHEREAS, on December 14, 2011, the Association recorded a Third Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas as Document No. 2011-119369 (the "Third Supplement"); and

WHEREAS, on April 20, 2012, the Association recorded a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2012-40705 of the Deed Records of Denton County, Texas (the "Fourth Supplement"); and

WHEREAS, on October 3, 2014, the Association recorded a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2014-101178 of the Deed Records of Denton County, Texas (the "Fifth Supplement");

WHEREAS, on March 27, 2015, the Association recorded a Sixth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-30743 of the Deed Records of Denton County, Texas (the "Sixth Supplement"); and

WHEREAS, on August 26, 2015, the Association recorded a Seventh Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-98736, of the Deed Records of Denton County, Texas (the "Seventh Supplement"); and

WHEREAS, on August 26, 2015, the Association recorded a First Amendment to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-98735 of the Deed Records of Denton County, Texas (the "First Amendment to Notice"); and

WHEREAS, on April 3, 2017, the Association recorded a Second Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 38060 of the Deed Records of Denton County, Texas ("Second Amendment to Notice"); and

WHEREAS, on October 6, 2021, the Association recorded a Third Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 184769 of the Deed Records of Denton County, Texas ("Third Amendment to Notice"); and

WHEREAS, the Association desires to rescind and replace the "Emergency Contact Information /Waiver for Pool/Amenity Center Use" policy; and the "Access Card Use And Acknowledgement of Risk" policy, attached to the Fourth Supplement as **Exhibit "A-1 and A-2"** respectively, with the "The Homeowners Association of Lone Star Ranch, Inc. Emergency Contact Information/Waiver For Pool/Amenity Center Use" and the "The Homeowners Association of Lone Star Ranch, Inc. Access Card Use and Acknowledgement of Risk" policies attached hereto as **Exhibit "A-1 and A2"** respectively"; and rescind and replace the "Lone Star Ranch Pool Rules"; and the "Lone Star Ranch Fitness Center Rules" attached to the Fourth Supplement as "**Exhibits A-3 and Exhibit A-4**" respectively, with the "Lone Star Ranch Pool Rules, Lone Star Ranch Waterslide Rules and the Lone Star Ranch Fitness Center Rules" attached hereto as **Exhibit "A-3"**, and incorporated herein by reference (the "Fourth Amendment to Notice").

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A-1 through A-3"** 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.

IN WITNESS WHEREOF, the Association files this Fourth Amendment to Notice of Filing of Dedicatory Instruments which is executed by its duly authorized agent as of the date herein above.

**THE HOMEOWNERS ASSOCIATION OF LONE STAR
RANCH, INC.**
a Texas non-profit corporation

By: Michael C. Gasha
Name: Michael C. Gasha
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 17 DAY OF
August, 2022

Michelle S. Leonard
Notary Public in and for the State of Texas

My commission expires: June 7, 2023

**RETURN AFTER FILING TO:
THE PELLAR LAW FIRM
2591 DALLAS PARKWAY, STE. 300
FRISCO, TX 75034**



EXHIBIT "A"

1. "The Homeowners Association of Lone Star Ranch, Inc. Emergency Contact Information/Waiver For Pool/Amenity Center Use";
2. "The Homeowners Association of Lone Star Ranch, Inc. Access Card Use and Acknowledgement of Risk"; and
3. "Lone Star Ranch Pool Rules, Lone Star Ranch Waterslide Rules and Lone Star Ranch Fitness Center Rules"

**RESOLUTION
HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.
BOARD OF DIRECTORS**

This is to certify that the foregoing "The Homeowners Association of Lone Star Ranch, Inc. Emergency Contact Information/Waiver For Pool/Amenity Center Use"; "The Homeowners Association of Lone Star Ranch, Inc. Access Card Use and Acknowledgement of Risk"; and the "The Lone Star Ranch Pool Rules, Lone Star Ranch Waterslide Rules and Lone Star Ranch Fitness Center Rules" were all adopted by the Board of Directors and approved at a meeting of same on August 17, 2022, and have not been modified, rescinded or revoked and will stay in effect until revoked, replaced or rescinded in the future by the Board of Directors.

DATE: 8/17/22

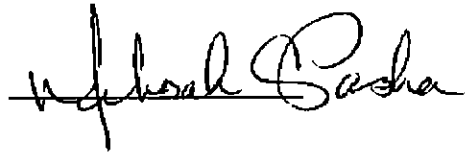


EXHIBIT “A-1”

OFFICE USE ONLY	
Card #	_____
Card #	_____

**THE HOMEOWNERS ASSOCIATION OF
LONE STAR RANCH, INC.**

EMERGENCY CONTACT INFORMATION/WAIVER FOR POOL/AMENITY CENTER USE

Date:

Number of Family Members in Household:

Name

Birth Date
mm/dd/yy

Name

Birth Date
mm/dd/yy

**In Case of Emergency:
Phone:**

Primary

Alternate

E-mail Address:

Alternate Email:

I/We hereby acknowledge that the Pool and all Facilities at The Homeowners Association of Lone Star Ranch will not have lifeguards or other attendants, with the exception of lifeguards assigned by city ordinance to control the use of the slide on the lower pool only and assume no other lifeguarding duties. I/We accept responsibility that any members of our household and other invited guests use the Pool, Exercise Area or other Association recreational facilities at our own risk.

I/We also hereby acknowledge that members of our household or other invited guests will abide by any posted or published rules, procedures, or signs associated with the use of the Association's recreational facilities and that violations may result in suspension of privileges. I/We acknowledge that we may be held financially responsible for acts of malicious mischief or vandalism by members of our household or other invited guests that result in damage to the Association's equipment or facilities.

Each Member's residence is provided two access cards at no cost. The access card will open the Activity Center door and the Pool Gate unless the Pool has been closed. **Replacements for lost or abused cards will cost \$50.00 each.** From time to time, for security reasons, the access code may be changed and you may be asked to exchange or bring in your cards for reprogramming. **If you sell your property, your assigned cards must be returned to the Association's Management Company or you will be charged \$50.00 each prior to your sale closing.** Mail this form to: The Homeowners Association of Lone Star Ranch, 5150 Beacon Hill, Frisco, TX 75034.

Street Address - **REQUIRED

Signature

Print Name

**** Video Notice – This Property is under Video Surveillance **
USE AT YOUR OWN RISK**

ACCESS CARD USE and ACKNOWLEDGEMENT OF RISK

POOL RULES
&
FITNESS CENTER
RULES

Denton County
Juli Luke
County Clerk

Instrument Number: 20819

ERecordings-RP

RESTRICTIONS

Recorded On: February 29, 2024 10:05 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$57.00

***** 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: 20819
Receipt Number: 20240229000183
Recorded Date/Time: February 29, 2024 10:05 AM
User: Lisa V
Station: Station 36

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

**SEVENTH AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

§

§

This **SEVENTH AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE LONE STAR RANCH HOMEOWNERS ASSOCIATION, INC.**, (hereinafter "Seventh Amendment to Notice") is made this 7 day of February, 2024, by The Lone Star Ranch Homeowners Association, Inc., (hereinafter "Association").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et seq.* of the Official Property Records of Denton County, Texas (the "Declaration") as amended and supplemented from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code mandates 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 July 30, 2002, the Association recorded a Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Volume 5138, Page 03814 *et seq.* of the Deed Records of Denton County, Texas (the "Notice"); and

WHEREAS, on May 29, 2003, the Association recorded a First Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Book 5427, Page 700 *et seq.* of the Deed Records of Collin County, Texas and filed of record in the Deed Records of Denton County, Texas on January 18, 2011, as Document No. 2011-5385 (the "First Supplement"); and

WHEREAS, on February 16, 2011, the Association recorded a Second Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas on February 16, 2011, as Document No. 2011-15042 (the "Second Supplement"); and

WHEREAS, on December 14, 2011, the Association recorded a Third Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas as Document No. 2011-119369 (the "Third Supplement"); and

WHEREAS, on April 20, 2012, the Association recorded a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2012-40705 of the Deed Records of Denton County, Texas (the "Fourth Supplement"); and

WHEREAS, on October 3, 2014, the Association recorded a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2014-101178 of the Deed Records of Denton County, Texas (the "Fifth Supplement");

WHEREAS, on March 27, 2015, the Association recorded a Sixth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-30743 of the Deed Records of Denton County, Texas (the "Sixth Supplement"); and

WHEREAS, on August 26, 2015, the Association recorded a Seventh Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-98736, of the Deed Records of Denton County, Texas (the "Seventh Supplement"); and

WHEREAS, on August 26, 2015, the Association recorded a First Amendment to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-98735 of the Deed Records of Denton County, Texas (the "First Amendment"); and

WHEREAS, on April 3, 2017, the Association recorded a Second Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 38060 of the Deed Records of Denton County, Texas ("Second Amendment"); and

WHEREAS, on October 6, 2021, the Association recorded a Third Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 184769 of the Deed Records of Denton County, Texas ("Third Amendment"); and

WHEREAS, on September 2, 2022, the Association recorded a Fourth Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 128250 of the Deed Records of Denton County, Texas ("Fourth Amendment"); and

WHEREAS, on September 2, 2022, the Association recorded an Eight Supplement to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 128235 of the Deed Records of Denton County, Texas ("Eight Supplement"); and

WHEREAS, on October 6, 2022, the Association recorded a Fifth Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 143266 of the Deed Records of Denton County, Texas ("Fifth Amendment"); and

WHEREAS, on December 20, 2023, the Association recorded a Sixth Amendment to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 134091 in the Deed Records of Denton County, Texas ("Sixth Amendment"); and


WHEREAS, the Board of Directors for the Association desires to amend "The Homeowners Association of Lone Star Ranch, Inc., Access Card Use and Acknowledgement of Risk"; "The Lone Star Ranch Pool Rules, Lone Star Ranch Waterslide Rules and Lone Star Ranch Fitness Center Rules" attached to the Fourth Amendment as **Exhibit "A-2 through A-3"** with "The Homeowners Association of Lone Star Ranch, Inc. Access Card Use and Acknowledgment of Risk"; Lone Star Ranch Pool Rules, Lone Star Ranch Waterslide Rules, Lone Star Ranch Fitness Center Rules" attached hereto as Exhibit "A".

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" 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.

IN WITNESS WHEREOF, the Association files this Seventh Amendment to Notice of Filing of Dedicatory Instruments which is executed by its attorney and duly authorized agent.

THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.


a Texas non-profit corporation

By: 
Daniel E. Pellar, Legal Counsel for the Lone Star Ranch Homeowners Association, Inc.

ACKNOWLEDGEMENT

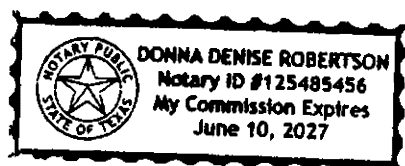
STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 20TH DAY OF DECEMBER, 2023, BY DANIEL E. PELLAR, AS LEGAL COUNSEL FOR THE LONE STAR RANCH HOMEOWNERS ASSOCIATION, INC.


Notary Public in and for the State of Texas

My commission expires: June 10, 2027

RETURN AFTER FILING TO:
THE PELLAR LAW FIRM
2591 DALLAS PARKWAY, STE. 300
FRISCO, TX 75034



RESOLUTION

BOARD OF DIRECTORS, LONE STAR RANCH

This is to certify that "The Homeowners Association of Lone Star Ranch, Inc. Access Card Use and Acknowledgment of Risk"; Lone Star Ranch Pool Rules, Lone Star Ranch Waterslide Rules, Lone Star Ranch Fitness Center Rules" referenced herein above was adopted by the Board of Directors at a meeting of same on 2/7/24, and revokes and replaces any prior policy or rule previously adopted by the Board and concerning the same matters.

DATE: 2/7/24

Debbie Pasha
Board President, Debbie Pasha

EXHIBIT "A"

"THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC. ACCESS CARD USE AND ACKNOWLEDGMENT OF RISK"; LONE STAR RANCH POOL RULES, LONE STAR RANCH WATERSLIDE RULES, LONE STAR RANCH FITNESS CENTER RULES."

The Homeowners Association of Lone Star Ranch, Inc
ACCESS CARD USE AND ACKNOWLEDGEMENT OF RISK

As a member in good standing of the The Homeowners Association of Lone Star Ranch Inc. (LSR), I am entitled to full use of the Lone Star Ranch facilities.

Therefore, in consideration of being allowed to participate in the activities and programs of the Lone Star Ranch Fitness Center and to its exercise/pool facilities, equipment, and machinery, I do hereby waive, release, and forever discharge LSR, RTI/CMA, Community Management Associates, Inc. and their parents, subsidiaries, directors, officers, agents, employees, representatives, contractors, executors, successors, and assigns and all others acting on their behalf from any and all responsibilities or liabilities for injuries or damages resulting from my participation in any activities or my use of equipment or machinery in these facilities or arising out of my participation in any activities at any facility. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to me, including those caused by negligent act or omissions of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of the Lone Star Ranch Homeowners Association.

Please initial _____

I understand and am aware that strength, flexibility, and aerobic exercise, including the use of exercise equipment/pool and machinery, is a potentially injurious and potentially hazardous activity. I also understand that fitness/pool activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment/pool and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury and death.

Please initial _____

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent any participation in any of the activities and programs of the Lone Star Ranch facilities or use of equipment or machinery except as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in activity and/or use of equipment/pool or machinery without the approval of my physician's permission to participate, and do hereby assume all risk and responsibility for my participation and activities, and utilization of equipment/pool or machinery in my activities.

Please initial _____

I hereby acknowledge that the Lone Star Ranch Facilities are not staffed and that there are times when a representative of the Lone Star Ranch office or LSR may not be present. I hereby agree to expressly assume and accept any and all risks of injury and death.

Please initial _____

I hereby agree to abide by any and all rules of the Lone Star Ranch facilities that currently exist or may be promulgated by LSR in the future. Said rules will dictate behavior, hours of operation, attire, use of the facilities and equipment. Failure to abide by the rules of the Lone Star Ranch facilities may be grounds for seizing or deactivation of my Access Card.

Please initial _____

I will be provided an Access Card to be used to enter the Lone Star Ranch Facilities. Cards will be issued to members owning a home in Lone Star Ranch and in good financial standing with the LSR (maximum of two (2) cards per lot). Access cards may be seized or deactivated by the LSR for failure to pay dues or for inappropriate conduct by any family member or guest while using the facility. Lost or stolen cards must be reported to LSR management at 972-370-9700 immediately. Replacement cards may be purchased at a cost of \$50 each.

Please initial _____

I hereby agree to be responsible for the behavior and liable for any damage caused by me, members of my family and any guests authorized by me to use the fitness center. All guests shall be accompanied by a resident. No person under the age of sixteen (16) will be permitted in the fitness center without an adult. Children under the age of thirteen (13) will not be permitted in the fitness center at any time.

Please initial _____

**** Video Notice – This Property is under Video Surveillance ****
USE AT YOUR OWN RISK

Homeowner (Print Name):

Signature _____ Date _____

LONE STAR RANCH POOL RULES

ACCESS:

Access to the pool/amenities area is for members of the Homeowners Association (HOA) and their guests only. The pool is **not** available for private parties other than HOA events. All owners, household members and invited guests will use the pool/fitness center **AT THEIR OWN RISK**.

GUESTS:

Guests must be accompanied by an adult (18+) homeowner. **Limit 4 guests total per household**. Homeowners are responsible for their guests. Owners are responsible for ensuring their guests read, agree to and abide by these rules.

HOURS:

Monday thru Thursday and Sunday	6:00am to 9:00pm
Fridays, Saturdays, and Holidays	6:00am to 10:00pm

RULES

1. The slide is **only open when** there are slide lifeguards on duty.
2. No eating, drinking, smoking or vaping while in the pool.
3. No jumping or climbing on rocks or waterfall.
4. No animals allowed in the pool or enclosed area.
5. No one **under 16** years of age permitted in pool area without an adult 18 years or older.
6. All guests must be accompanied by the adult homeowner.
7. No running or rough housing.
8. **No diving** into the pool at any time.
9. No glass containers.
10. No portable grills or open flames of any kind.
11. No rafts or other large flotation devices in pool or slide; **arm floaties are permitted**.
12. Persons with infectious disease **cannot** use the pool.
13. Babies and toddlers that are not potty trained **must wear plastic swim diapers** at all times.
14. Children (under 16) **must** be supervised by an adult at all times.
15. Swim wear only (no cut offs).
16. Adults should not swim alone.
17. Homeowners and slide lifeguards **ARE** authorized to ask people to leave who are engaged in disruptive behavior.
18. No abusive language, loud radio or excessive noise
19. Swimmers **MUST** shower **before** entering pool/spa.
20. Place large items in trash cans by the fitness center entrance. You should also use these cans if the cans inside the the pool area are full. Homeowners and guests are **required** to remove all trash items that they bring into the pool area.

- **PLEASE ADHERE TO ABOVE LISTED RULES AND HEED WARNINGS FROM SLIDE LIFEGUARDS AND MANAGEMENT TO AVOID LOSING POOL PRIVILEGES.**
- **THE HOMEOWNERS ASSOCIATION ASSUMES NO RESPONSIBILITY FOR THE LOSS, THEFT OR DAMAGE TO PERSONAL PROPERTY EFFECTS LEFT IN THE POOL/PARKING AREAS.**
- **THE HOMEOWNERS ASSOCIATION ASSUMES NO RESPONSIBILITY FOR ANY PERSONAL INJURY TO ANYONE RESULTING IN THE USE OF THE POOL.**
- **VIOLATIONS OF POOL RULES MAY RESULT IN DISCONTINUED POOL PRIVILEGES.**

WARNING, CHILDREN (under 16) CANNOT USE POOL WITHOUT ADULT SUPERVISION.

**** Video Notice – This Property is under Video Surveillance ****

SWIM AT YOUR OWN RISK

IN THE CASE OF AN EMERGENCY, CALL 911

In case of an immediate safety concern call:

CMA MANAGEMENT

972-943-2828

Signature: _____

Date: _____

LONE STAR RANCH WATERSLIDE RULES

1. All participants shall be a minimum of 44" tall. Maximum weight 300 pounds.
2. Swimsuits only.
3. Only one rider at a time.
4. No tubes, towels, floats, life jackets, goggles, glasses, etc.
5. Do not ride under the influence of drugs or alcohol.
6. PROPER RIDING POSITION: Lying on your back, legs crossed, arms across your chest. No sitting, kneeling, or headfirst positions.
7. Only riders in good health shall participate. Do not ride if you are pregnant, have back or neck problems or any other serious medical conditions.
8. Upon exiting the flume, immediately move away from the slide landing area.
9. No running, diving or horseplay is allowed in the slide area at any time.
10. Be careful at all times. - You ride at your own risk.
11. Participants must be able to swim independently in order to ride.

LONE STAR RANCH FITNESS CENTER RULES

1. Fitness Center access is daily from 4:00 AM -11:00 PM.
2. Maximum if two guests per household. Owners are responsible for their guests.
3. Children under 13 years of age are NOT allowed in the Fitness Center.
4. Teens ages 13-15 must be supervised by an adult (18 or older) while in the Fitness Center.
5. Fitness shoes and proper workout attire required.
6. Cardio equipment use is limited to maximum of 30 minutes while others are in the Fitness Center.
7. Re-rack free weights after use.
8. Wipe down sweaty equipment after use.
9. No loitering.
10. Fitness Center use is for fitness related activities only.

**Please report the DATE and TIME of rule infractions to the office.
IN THE CASE OF AN EMERGENCY, CALL 911**

These rules are in place for your safety. A loss of privileges may result from not following the rules.

**CMA Management
972-943-2828**

**** Video Notice – This Property is under Video Surveillance **
USE AT YOUR OWN RISK**

Signature: _____ Date: _____

Electronically Filed Document

**Denton County
Juli Luke
County Clerk**

Document Number: 2015-30743

Recorded As : ERX-NOTICE

Recorded On: March 27, 2015

Recorded At: 10:19:56 am

Number of Pages: 9

Recording Fee: \$58.00

Parties:

**Direct- HOA OF LONE STAR RANCH INC
Indirect-**

Receipt Number: 1268018

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 hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk

**SIXTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

§

§

This **SIXTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE LONE STAR RANCH HOMEOWNERS ASSOCIATION, INC.**, (hereinafter "Sixth Supplemental Notice") is made this 25th day of March, 2015, by The Lone Star Ranch Homeowners Association, Inc., (hereinafter "Association").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et seq.* of the Official Property Records of Denton County, Texas (the "Declaration") as amended and supplemented from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code mandates 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 July 30, 2002, the Association recorded a Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Volume 5138, Page 03814 *et seq.* of the Deed Records of Denton County, Texas (the "Notice"); and

WHEREAS, on May 29, 2003, the Association recorded a First Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Book 5427, Page 700 *et seq.* of the Deed Records of Collin County, Texas and filed of record in the Deed Records of Denton County, Texas on January 18 2011 as Document No. 2011-5385 (the "First Supplement"); and

WHEREAS, on February 16, 2011, the Association recorded a Second Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas on February 16, 2011 as Document No. 2011-15042 (the "Second Supplement"); and

WHEREAS, on December 14, 2011, the Association recorded a Third Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas as Document No. 2011-119369 (the "Third Supplement"); and

WHEREAS, on April 20, 2012, the Association recorded a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2012-40705 of the Deed Records of Denton County, Texas (the "Fourth Supplement"); and

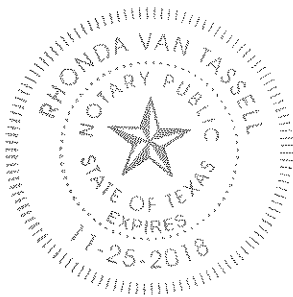
WHEREAS, on October 3, 2014, the Association recorded a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2014-101178 of the Deed Records of Denton County, Texas (the "Fifth Supplement");

WHEREAS, on , 2014, the Association recorded a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2014-101178 of the Deed Records of Denton County, Texas (the "Fifth Supplement"); and

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

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.

IN WITNESS WHEREOF, the Association files this Notice which is executed by its duly authorized agent as of the date herein above.



THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.
a Texas non-profit corporation

By: Deborah C. Pasha
Name: Deborah C. Pasha
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 25th DAY OF March, 2015.

[Signature]
Notary Public in and for the State of Texas

My commission expires: 11-25-18

RETURN AFTER FILING TO:
THE PELLAR LAW FIRM
2591 DALLAS PARKWAY, STE. 300
FRISCO, TX 75034

EXHIBIT "A"

DEDICATORY INSTRUMENTS

1. Resolution of Lone Star Ranch Homeowners Association Common Area Photography and Recording Rules and Regulations [ver. 2/15].
2. Tenth Amendment to CC&Rs of The Homeowners Association of Lone Star Ranch Residential Properties.

EXHIBIT “A-1”

**RESOLUTION OF
LONE STAR RANCH HOMEOWNERS ASSOCIATION
COMMON AREA PHOTOGRAPHY AND RECORDING RULES AND REGULATIONS**

WHEREAS, The Homeowners Association of Lone Star Ranch, Inc., d/b/a Lone Star Ranch Homeowner's Association, Inc. ("Association") is a non-profit corporation organized pursuant to the provisions of the Texas Non-Profit Corporation Act, Article 1396-1.01; and

WHEREAS, Section 202.006 of the Texas Property Code provides that the 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 Board of Directors wishes to adopt reasonable rules and regulations related to the use of photographic or other recording equipment at Association Board and/or Member meetings or events in accordance with the Board's authority as the governing body of the Association, including but not limited to, its authority set forth in Article II, Section 2.1, Article IV, and Section 4.3 of the Declaration of Covenants, Conditions & Restrictions, and Article III, Sections 3.17 and 3.18 of the Bylaws; and


WHEREAS, the Board reasonably believes there is a need to establish this policy and procedure in order to protect the privacy and anonymity of the Association, Association Meetings and its Members.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT, unless otherwise expressly authorized in writing by the Board of Directors, as to any Association Board or Member meeting or event, no photography or other video or audio recording shall be permitted.

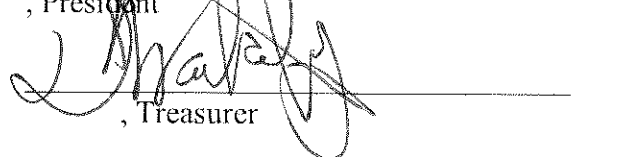
Any and all changes, or rewrites, regarding this policy will require Board of Directors Approval.

The undersigned, by affixing their signatures hereto, do hereby consent to, authorize, and approve the foregoing Resolution in their capacity as all of the Directors of the Association on this day 25th of Feb., 2015.

BOARD OF DIRECTORS:



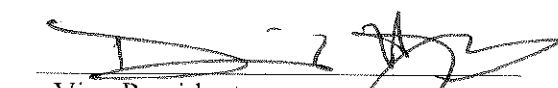
, President



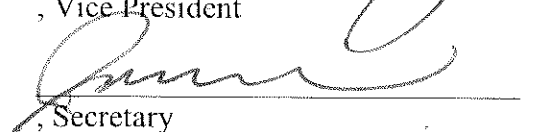
, Treasurer

, Director

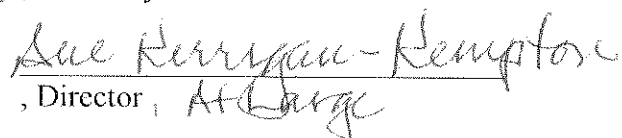
, Director



, Vice President



, Secretary



, Director, At Large

**** Electronically Filed Document ****

Denton County
Juli Luke
County Clerk

Document Number: 2015-98736
Recorded As : ERX-NOTICE

Recorded On: August 26, 2015
Recorded At: 10:56:54 am
Number of Pages: 7

Recording Fee: \$50.00

Parties:

Direct- LONE STAR RANCH HOA
Indirect-

Receipt Number: 1331249
Processed By: Terri Bair

***** 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.

Juli Luke

County Clerk
Denton County, Texas

**SEVENTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

§

§

This **SEVENTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE LONE STAR RANCH HOMEOWNERS ASSOCIATION, INC.**, (hereinafter "Seventh Supplemental Notice") is made this 21 day of August, 2015, by The Lone Star Ranch Homeowners Association, Inc., (hereinafter "Association").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et seq.* of the Official Property Records of Denton County, Texas (the "Declaration") as amended and supplemented from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code mandates 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 July 30, 2002, the Association recorded a Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Volume 5138, Page 03814 *et seq.* of the Deed Records of Denton County, Texas (the "Notice"); and

WHEREAS, on May 29, 2003, the Association recorded a First Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Book 5427, Page 700 *et seq.* of the Deed Records of Collin County, Texas and filed of record in the Deed Records of Denton County, Texas on January 18 2011 as Document No. 2011-5385 (the "First Supplement"); and

WHEREAS, on February 16, 2011, the Association recorded a Second Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas on February 16, 2011 as Document No. 2011-15042 (the "Second Supplement"); and

WHEREAS, on December 14, 2011, the Association recorded a Third Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas as Document No. 2011-119369 (the "Third Supplement"); and

WHEREAS, on April 20, 2012, the Association recorded a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2012-40705 of the Deed Records of Denton County, Texas (the "Fourth Supplement"); and

WHEREAS, on October 3, 2014, the Association recorded a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2014-101178 of the Deed Records of Denton County, Texas (the "Fifth Supplement");

WHEREAS, on March 27, 2015, the Association recorded a Sixth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-30743 of the Deed Records of Denton County, Texas (the "Sixth Supplement"); and

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

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.

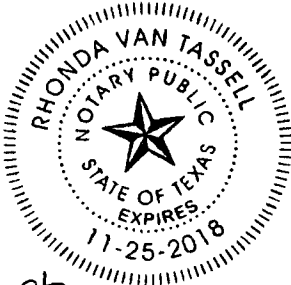
IN WITNESS WEREOF, the Association files this Notice which is executed by its duly authorized agent as of the date herein above.

THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.
a Texas non-profit corporation

By: [Signature]
Name: Deborah C. Pasha
Title: President, Board of Directors

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §



THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 21st DAY OF August, 2015.

[Signature]
Notary Public in and for the State of Texas

My commission expires: 11/25/18

RETURN AFTER FILING TO:
THE PELLAR LAW FIRM
2591 DALLAS PARKWAY, STE. 300
FRISCO, TX 75034

EXHIBIT "A"

DEDICATORY INSTRUMENTS

1. Lone Star Ranch Homeowners Association Standby Electric Generator Policy [ver. 8/15].

LONE STAR RANCH HOMEOWNERS ASSOCIATION STANDBY ELECTRIC GENERATOR POLICY

WHEREAS, the Texas Legislature passed House Bill 939 which amends Chapter 202 of the Texas Property Code by adding Section 202.019 which gives owners certain limited rights to install qualified standby electric generators with certain regulatory authority permitted by associations.

WHEREAS, the Board of Directors ("Board") of the Homeowners Association of Lone Star Ranch, Inc. d/b/a Lone Star Ranch Homeowners Association ("Association") desires to adopt certain limitations on the installation, operation and maintenance of certain qualified standby electric generators now permitted pursuant to Section 202.019 of the Texas Property Code (hereinafter the "Policy"); and

NOW, THEREFORE, IT IS RESOLVED, that in order to comply with Section 202.019 of the Texas Property Code, the following Policy AND regulations related to qualified standby electric generators is established by the Board:

- A. In accordance with Section 202.0019(c) of the Texas Property Code, qualified residential standby electric generators are permitted ("SEG") and which by statutory definition is limited to mean:
 1. A device that converts mechanical energy to electrical energy;
 2. Powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen;
 3. Is fully enclosed in an integral manufacturer supplied sound attenuating enclosure;
 4. Connects to the main electrical panel of the residency by a manual or automatic transfer switch; and
 5. Is rated for a generating capacity of not less than seven kilowatts.
- B. A SEG that qualifies under Section 202.019 (c) must otherwise be installed and maintained on an Owner's Lot within the Association in compliance with the following:
 - a. the manufacture's specifications;
 - b. all applicable governmental health, safety, electrical, and building codes;
 - c. all electrical, plumbing and fuel line connections are to be installed only by licensed contractors;
 - d. all electrical connections may installed in accordance with applicable governmental health, safety, electrical and building codes;
 - e. all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical and building codes;
 - f. all liquefied petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other governmental health, safety electrical, and building codes;

- g. all nonintegral standby electric generator fuel tanks are to be installed and maintained to copy with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes;
 - h. the SEG and all of its electrical lines and fuel lines are to be maintained in good condition;
 - i. the owner must repair, replace or remove any deteriorated or unsafe component of a SEG, including electric and fuel lines; and
 - j. a SEG must otherwise kept in good physical condition and esthetically maintained to ensure it is in harmony with the community and surrounding residences.
- C. A SEG must otherwise be screened if visible from the street that is directly adjacent to the front facing elevation of the residence or if it is otherwise visible from a side yard with no fencing or through a wrought iron fence by the adjacent property.
- D. Periodic testing of a SEG must comply with and will be limited to the manufacture's recommendations and may only be conducted between the hours of 10 a.m. and 4 p.m. local time.
- E. A SEG may not be operated or used to generate electrical power (other than for period testing in compliance with Subpart D herein above) unless and except in the limited circumstances where a utility service provider's generated electrical power to the residence is not available or is intermittent (as objectively determined by the Association).
- F. A SEG may only be located in the backyard or a side yard of the residence and approved by the Modification Committee based on the information submitted by the owner prior to construction.
- G. A SEG many not be located on the Association's Common Property.

SUBMITTAL REQUIREMENTS

- Site plan
- The manufacturer's operation and maintenance manuals for the SEG
- Specification literature from the manufacture for the SEG, sound attenuating enclosure and other hardware and lines to be used in connection with the installation of the SEG; and
- If not included in the specification or manufacture's submitted documentation, documentation of the sound abatement or sound attenuating levels for the enclosed SEG.

This Policy shall supersede and render null and void any and all previously adopted Standby Electric Generator Policy adopted by the Board.

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

Deborah C. Pasha
Debbie Pasha, Board President

Deborah C. Pasha
Printed Name

August 20, 2015
Date

Denton County
Juli Luke
County Clerk

Instrument Number: 184769

ERecordings-RP

NOTICE

Recorded On: October 06, 2021 04:12 PM

Number of Pages: 18

" Examined and Charged as Follows: "

Total Recording: \$94.00

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

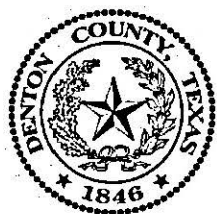
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 184769
Receipt Number: 20211006000774
Recorded Date/Time: October 06, 2021 04:12 PM
User: Terri B
Station: Station 20

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

**THIRD AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF DENTON

§

This **THIRD AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE LONE STAR RANCH HOMEOWNERS ASSOCIATION, INC.**, (hereinafter "Third Amendment to Notice") is made this 21st day of Sept., 2021, by The Lone Star Ranch Homeowners Association, Inc., (hereinafter "Association").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et seq.* of the Official Property Records of Denton County, Texas (the "Declaration") as amended and supplemented from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code mandates 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 July 30, 2002, the Association recorded a Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Volume 5138, Page 03814 *et seq.* of the Deed Records of Denton County, Texas (the "Notice"); and

WHEREAS, on May 29, 2003, the Association recorded a First Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Book 5427, Page 700 *et seq.* of the Deed Records of Collin County, Texas and filed of record in the Deed Records of Denton County, Texas on January 18 2011 as Document No. 2011-5385 (the "First Supplement"); and

WHEREAS, on February 16, 2011, the Association recorded a Second Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas on February 16, 2011 as Document No. 2011-15042 (the "Second Supplement"); and

WHEREAS, on December 14, 2011, the Association recorded a Third Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas as Document No. 2011-119369 (the "Third Supplement"); and

WHEREAS, on April 20, 2012, the Association recorded a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2012-40705 of the Deed Records of Denton County, Texas (the "Fourth Supplement"); and

WHEREAS, on October 3, 2014, the Association recorded a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2014-101178 of the Deed Records of Denton County, Texas (the "Fifth Supplement");

WHEREAS, on March 27, 2015, the Association recorded a Sixth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-30743 of the Deed Records of Denton County, Texas (the "Sixth Supplement"); and

WHEREAS, on August 26, 2015, the Association recorded a Seventh Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-98736, of the Deed Records of Denton County, Texas (the "Seventh Supplement"); and

WHEREAS, on August 26, 2015, the Association recorded a First Amendment to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-98735 of the Deed Records of Denton County, Texas (the "First Amendment to Notice"); and

WHEREAS, on April 3, 2017, the Association recorded a Second Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 2021-38060 of the Deed Records of Denton County, Texas ("Second Amendment to Notice"); and

WHEREAS, the Association desires to rescind and replace the "Religious Display Policy" attached to the Third Supplement as **Exhibit "A-5"** with the "Religious Display Policy" attached hereto as **Exhibit "A"** and further amend and supplement the Notice to record the dedicatory instruments attached hereto as **Exhibit "B"** in the real property records of Denton County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code (the "Third Amendment").

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** and **Exhibit "B"** 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.

IN WITNESS WHEREOF, the Association files this Third Amendment to Notice of Filing of Dedicatory Instruments which is executed by its duly authorized agent as of the date herein above.

THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.
a Texas non-profit corporation

By: Waqar Pasha
Name: Waqar Pasha
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF DENTON

§
§
§



Michelle S. Leonard

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 27 DAY OF September, 2021

Michelle S. Leonard
Notary Public in and for the State of Texas

My commission expires: June 7, 2023

RETURN AFTER FILING TO:
THE PELLAR LAW FIRM
2591 DALLAS PARKWAY, STE. 300
FRISCO, TX 75034

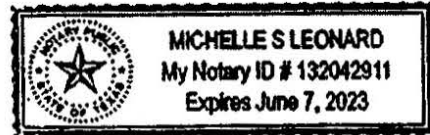


EXHIBIT "A"

DEDICATORY INSTRUMENTS

Lone Star Ranch Religious Display Policy (Rev. 9/1/21).

LONE STAR RANCH

RELIGIOUS DISPLAY POLICY

WHEREAS, Article XIII, Section 12.3 of the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Residential Properties, as supplemented and amended from time to time ("Declaration") gives the Board of Directors ("Board") of Homeowners Association of Lone Star Ranch, Inc. ("Association") authority to amend the Design Guidelines applicable to all Properties governed by the Declaration; and

WHEREAS, the Board desires to adopt the following policy and guideline concerning religious displays (the "Policy") and

NOW THEREFORE IT IS RESOLVED, as follows:

1. For purposes of this Policy, "religion" and/or "religious beliefs" are considered to be associated with a sincerely held belief, code, or religion consistent with doctrine and groups commonly found in the United States. Determination of whether a proposed display, item or sign is considered to be attributable to a sincere and genuinely held religious belief or religion, will be determined by the Board or the applicable reviewing body taking into consideration the definitions set forth in the Policy.
2. No display or affixing of a proposed religious sign, item or other display may be placed on the Owner's property or home if, in the discretion of the Board or reviewing body, it is determined that:
 - i. the item, sign or display is found not to be sincerely related to a religious belief or religion as defined in this Policy;
 - ii. the item, sign or display is determined to pose a threat to health and safety in the community or may otherwise violate another law;
 - iii. the item, sign, or display, would otherwise violate one or more other religion-neutral use restrictions or guidelines/standards governing the Owners use of Lot, including but not limited to, color, shapes, size, quantities, materials, appearance, location, general sign requirements, esthetics, and consistency with the overall community architecture and harmony sought to be maintained.
3. No religious item, sign or display may otherwise be place on property owned by the Association or Common Area.

4. No religious item, sign or display may violate any applicable setback requirements, applicable building lines, right-of-way , or easements.
5. No religious item, sign or display can be attached to a traffic control device, street lamp, fire hydrant, utility sign, pole, or fixture on the Owners Lot.
6. No more than one item, display or sign can be placed on an Owner's Lot at any one time.
7. An Owner is encouraged to contact the Association office before placement of any religious sign, item, or display.

This Policy shall supersede and render null and void any and all previously adopted religious display policy or guideline only.

IT IS FURTHER RESOLVED that this Policy is effective upon adoption and is to remain in 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 9/15/21.

DATE: 9/22/2021

Debbie Pasha
Board President/ Debbie Pasha

EXHIBIT "B"

DEDICATORY INSTRUMENTS

1. Lone Star Ranch Bid Solicitation Policy (Rev. 9//21).
2. Lone Star Ranch Pool Enclosure Policy (Rev. 9//21).
3. Lone Star Ranch Security Measures Policy (Rev. 9//21).
4. Lone Star Ranch Leasing Information Policy (Rev. 9//21).
5. Policy, Video Surveillance Camera Use (9/21)

LONE STAR RANCH

BID SOLICITATION POLICY

WHEREAS, the Board of Directors ("Board") of the Homeowners Association of Lone Star Ranch, Inc. ("Association"), in accordance the requirements of Section 209.0052 of the Texas Property Code, desires to adopt a bid solicitation policy for all proposed service contracts that are anticipated to exceed \$50,000 in cost, exclusive of taxes and government fees (hereinafter "Policy"); and

NOW, THEREFORE, IT IS RESOLVED that in accordance with the authority established through Section 209.0052 of the Texas Property Code, the following Policy is hereby established by the Board:

1. For service contracts anticipated to be in excess of \$50,000 in total cost, exclusive of taxes, permitting or similar fees, the Association's Board of Directors will solicit a minimum of three (3) bids subject to the following exemptions:
 - a. The Association, through reasonable efforts, is unable to readily identify sufficient vendors qualified or deemed by the Board to be capable of providing the requested type or scope of services;
 - b. If for any specific services, the Board of Directors determines, in its sole discretion, that:
 - i. the additional services are substantially the same, similar and/or a natural extension of an existing contractor's services through an unexpired contract; and
 - ii. hiring a separate contractor to provide the proposed services could risk interfering with the existing contractual relationship, services provided, the cost of those existing services, warranties, and/or could otherwise cause confusion related to scope of work and responsibilities of each contractor; or
 - c. The Board of Director reasonably believes that the time necessary to solicit bids for the proposed services would create an unreasonable delay and risk related to an emergency situation or pose an imminent threat to health and safety and/or property.
2. The bid submission requirements for each service solicited will be established by the Board of Directors, including but not limited to, required documentation, insurance, qualification/experience references, contractual required conditions and terms, and deadline for submission of bids as it sees fit. Failure by bidders to comply with the established requirements for bid proposals can be grounds for rejection of the bid and the Association will not be required to solicit other bids due to a bid rejection.

3. This Policy is intended as a guide to be for the bid solicitation process stated herein, however, it is not intended to address each and every potential scenario or unique situation that may or may not require solicitation of bids.
4. The Board of Directors will have the exclusive right to determine if this Policy requires solicitation of the required bid proposals and the discretion and authority to consider and award service contracts subject to this Policy. The Board can consider various factors other than cost, including but not limited to, history of prior relationship with vendor, knowledge of the community, expertise or reputation, special needs, staffing considerations, and other matters deemed by the Board to be reasonably appropriate and of unique importance in the contract award process.
5. The Board of Directors and Association are not obligated to disclose the specific bid information of any bidder to other bidders or third parties unless authorized by the bidder, a court order, or other statutory authority.

This Policy shall supersede and render null and void any and all previously adopted bid solicitation policies only.

IT IS FURTHER RESOLVED that this Policy is effective upon adoption and is to remain in 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 9/15/21.

DATE: 9/22/2021

W. F. Pasha
Board President/ Debbie Pasha

LONE STAR RANCH

POOL ENCLOSURE POLICY

WHEREAS, the Board of Directors ("Board") of the Homeowners Association of Lone Star Ranch, Inc. ("Association"), pursuant to Article XII, Section 12.3 of the Declaration of Covenants, Conditions and Restrictions ("Declaration") is vested with the authority to adopt guidelines and procedures applicable to the Properties governed by the Association; and

WHEREAS, Section 202.022 of the Texas Property Code is applicable to use and governance of certain swimming pool enclosure in the Association; and

WHEREAS, the Board desires to establish a policy for use of swimming pool enclosures as defined by Section 202.022 (the "Policy"); and

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

- 1. Swimming pool enclosures are defined as a fence that surrounds a pool, spa, or similar water feature only.**
- 2. An Owner may not install a Swimming Pool Enclosure on his/her Lot without prior submission of plans to the Association for review and approval prior to installation in accordance with the requirements of the governing documents;**
- 3. The Swimming Pool Enclosure must conform to all applicable state and local governing safety and permitting requirements; and**
- 4. The Swimming Pool Enclosure approval process will consider all other applicable restrictions and standards contained in the governing documents, including but not limited to those that touch or concern limitations on location, style, height, material, fencing color, esthetic harmony, and consistency with community with the exception of limitations specifically imposed by Section 202.022 of the Texas Property Code.**

This Policy shall supersede and render null and void any and all previously adopted swimming pool enclosure policies only.

IT IS FURTHER RESOLVED that this Policy is effective upon adoption and is to remain in 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 9/15/21.

DATE: 9/22/2021

Debbie Pasha
Board President/ Debbie Pasha

LONE STAR RANCH

SECURITY MEASURES POLICY

WHEREAS, the Board of Directors ("Board") of the Homeowners Association of Lone Star Ranch, Inc. ("Association"), pursuant to Article XII, Section 12.3 of the Declaration of Covenants, Conditions and Restrictions ("Declaration") is vested with authority to adopt guidelines and procedures applicable to the Properties governed by the Association; and

WHEREAS, Section 202.023 of the Texas Property Code is applicable to use and governance of security measures in the Association; and

WHEREAS, the Board desires to establish a policy for use and placement of security measures (the "Policy"); and

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

- 1. An Owner may not install a security camera, motion detector, perimeter fencing or similar security devices or measures on the Owner's Lot or home without prior submission of plans in accordance with requirements of the governing documents and procedures for approval of modifications to the Owner's Lot or home.**
- 2. Security measure(s) submitted for approval will be reviewed by the applicable reviewing body set forth in the Declaration and any other governing document to ensure the proposed security measure(s) complies with other applicable restrictions or standards, including but not limited to, restrictions or standards concerning proposed location, quantities, type, size, color, sound, lighting, esthetics, harmony with the existing improvements and character of the community, and which may concern the privacy and related rights of other owners living in the community.**
- 3. Although perimeter fencing is allowed, it will be subject to all other restrictions and standards in the governing documents applicable to fencing, including but not limited to, material, type, color, location, and setback restrictions.**

This Policy shall supersede and render null and void any and all previously adopted security measure policy only.

IT IS FURTHER RESOLVED that this Policy is effective upon adoption and is to remain in 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 9/15/21.

DATE: 9/22/2021

Debbie Pasha
Board Resident/ Debbie Pasha

LONE STAR RANCH

LEASING INFORMATION POLICY

WHEREAS, Section 209.016 of the Texas Property Code, as amended, grants authority to adopt certain leasing information requirements; and

WHEREAS, the Board of Directors ("Board") of the Homeowners Association of Lone Star Ranch, Inc. ("Association"), pursuant to Article XIII, Section 13.27 of the Declaration of Covenants, Conditions and Restrictions ("Declaration") is vested with authority to promulgate additional rules and regulations related to leasing of Lots; and

WHEREAS, the Board desires to establish a policy for requiring certain leasing information in accordance with Section 209.016 (the "Policy"); and

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

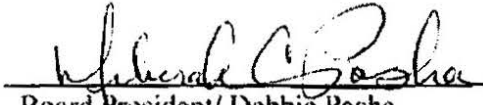
1. In addition to the requirements set forth in the governing documents, including Section Article XIII, Section 13.27 of the Declaration, an Owner must provide the Association with the name, address, phone number and email address of each person that will reside at the Owner's leased Lot or Unit and who is over the age of 18; and
2. The Owner must separately provide the Association with the start date and term of the lease within ten (10) days of the execution of the lease.

This Policy shall supersede and render null and void any and all previously adopted lease information policy only.

IT IS FURTHER RESOLVED that this Policy is effective upon adoption and is to remain in 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 9/15/21.

DATE: 9/22/2021


Board President/ Debbie Pasha

POLICY
VIDEO SURVEILLANCE CAMERA USE

Revision 0

09/2021

Camera Use Policy:

PURPOSE

The Homeowners Association of Lone Star Ranch, Inc. ("Association") recognizes the need to balance an individual's right to privacy and the need for security of the Association's assets and property. The Association has therefore adopted this a Video Surveillance Camera Use Policy ("Policy") which attempts to balance these rights and security needs.

The Association's Board of Directors approved the installation of certain Video Recording Cameras for the primary purpose of protecting the Association assets and to assist law enforcement. The video cameras in certain designated areas can be utilized by local law enforcement or appropriate HOA staff only when investigating possible civil, criminal, or related matters. To ensure that the video surveillance is not abused or misused, the Board of Directors agreed that this Policy should be enacted to govern the use, access, and retention of such video surveillance information.

This Policy applies to all video surveillance systems installed or will be installed in the future within the Association governed community, exclusive of any personal surveillance equipment installed by residents, the presence and use of such recording equipment to be noticed with posted signage as reasonably prescribed by the Board of Directors.

Installation, Placement and Maintenance of Video Surveillance Equipment

Video Equipment / Records

1. **Type of Equipment:** The Association will use camera and recording equipment to collect and retain video for a maximum of 14 days unless instructed by law enforcement or other valid requirement to retain video for a longer period of time.
2. **Placement:** Video recording equipment shall be placed at certain visible locations in the Association, generally including the Amenity Center and related parking area, pool area, and Fitness Center for the protection of Association assets and property. Additional locations may be designated for such equipment as deemed necessary or appropriate. Cameras will be positioned to not willfully intrude on a homeowners' property or privacy. Signage shall be erected in conspicuous location(s) notifying all parties that the area is under video surveillance. The Board of Directors will have the sole discretion to determine the location of cameras on Association owned Property at any given time. Surveillance cameras shall not be placed inside any Association restroom, or any other area designed and regularly used for changing clothes.
3. **Maintenance:** While the cost of recording equipment may sometimes preclude the cost of maintenance, any equipment which must be sent outside the community for maintenance shall have its internal recording media deleted and copied, if possible, prior to removing the equipment. Any of premise servicing by an outside service technician will be done in the presence of a designated member of staff.

**POLICY
VIDEO SURVEILLANCE CAMERA USE**

Revision 0

09/2021

Access to Video Records

1. **Access:** Access to video surveillance records shall be secured and restricted to the President of the Board of Directors and Association management staff, each of whom will be required to sign an oath confirming they have read this Policy and agree to abide by the requirements of same. Video surveillance footage can also be viewed by the Board of Directors only upon majority agreement and only in response to an event which has offered including but not limited to vandalism, property damage, litigation evidence, criminal activity, insurance investigation and suspicious activity. Prior to viewing any video surveillance records, the individual Directors must each sign an oath acknowledging they have read this Policy and agree to abide by same. The Board of Directors may designate a qualified licensed security practitioner to view captured video footage to provide an expert opinion to the Board on the recorded incident while under Board or Association Management staff supervision.
2. **Access: Law Enforcement** – If access to video surveillance is required for the purpose of law enforcement investigation due to criminal activity or potential criminal activity, video surveillance will be reviewed by the Board of Directors President and/or Management and pertinent footage related to the investigation shall be provided to the law enforcement officials unedited and without unnecessary delay.
3. **Access: Logging** – All instances of surveillance footage being viewed by the Board of Directors President, Management staff, the Board of Directors, other designated personnel, or when provided to law enforcement, shall be recorded in a log that includes the date and time the video footage was requested, by whom it was requested, purpose it was requested, who is archiving the video and where it will be stored, provide date and time of review, date and time stamp, if practical, of subject video, a reasonable description of recorded surveillance footage reviewed, and reason for accessing the surveillance record. The written log shall be maintained by the Association for a period of 1 year after entry of information onto the log. Any review by the Board of Directors shall be entered into the monthly minutes of the Board of Directors meeting so that it becomes part of the public record.
4. **Security / Storage** – Active Video records shall be stored in a secured location with access available only by the Association Management staff. No video shall be published to the Internet or streamed to mobile devices. Archived video records shall be stored only for investigative or legal purposes and shall be stored with the Association's Property Management Company or legal counsel depending on the reason for archiving.

**POLICY
VIDEO SURVEILLANCE CAMERA USE**

Revision 0

09/2021

Custody, Control, Retention and Disposal of Video Records

The Association has no desire or intention to retain video recording except as required for investigations of evidence and in connection with protection of Association assets and property. In normal operating conditions, video surveillance footage will automatically be erased or overwritten by the recording device when capacity of the device has been exhausted. It will be the policy of the Association to maintain 14 days of video.

Specific records relating to evidence or investigations which need to be retained, will be copied onto portable media such as CDROM/DVD and stored for as long as required based on the investigation type. Records requiring long-term retention will be turned over to the Association's Property Management Company for storage and security. A Chain of Custody log will be maintained for all videos retained for legal and or evidence purposes.

ACCOUNTABILITY

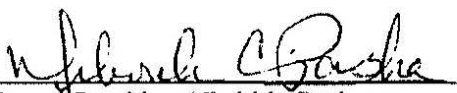
1. The Association Board of Directors has the sole authority to interpret and enforce this Policy which is not intended to benefit or aid any other entity or person other than the Association, law enforcement and Association insurance carriers.
2. The Board of Directors has the sole authority to determine when surveillance footage needs to be viewed and by which individuals referenced herein.

This Policy shall supersede and render null and void any and all previously adopted lease information policy only.

IT IS FURTHER RESOLVED that this Policy is effective upon adoption and is to remain in 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 9/15/21.

DATE: 9/22/2021


Board President/ Debbie Pasha

Denton County
Juli Luke
County Clerk

Instrument Number: 128235

ERecordings-RP

DECLARATION

Recorded On: September 02, 2022 11:56 AM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$50.00

***** 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: 128235
Receipt Number: 20220902000365
Recorded Date/Time: September 02, 2022 11:56 AM
User: Angie Z
Station: Station 38

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

**EIGHTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

This **EIGHTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE LONE STAR RANCH HOMEOWNERS ASSOCIATION, INC.**, (hereinafter "Eighth Supplement to Notice") is made this 17 day of August, 2022, by The Lone Star Ranch Homeowners Association, Inc., (hereinafter "Association").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et seq.* of the Official Property Records of Denton County, Texas (the "Declaration") as amended and supplemented from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code mandates 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 July 30, 2002, the Association recorded a Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Volume 5138, Page 03814 *et seq.* of the Deed Records of Denton County, Texas (the "Notice"); and

WHEREAS, on May 29, 2003, the Association recorded a First Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Book 5427, Page 700 *et seq.* of the Deed Records of Collin County, Texas and filed of record in the Deed Records of Denton County, Texas on January 18, 2011, as Document No. 2011-5385 (the "First Supplement"); and

WHEREAS, on February 16, 2011, the Association recorded a Second Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas on February 16, 2011, as Document No. 2011-15042 (the "Second Supplement"); and

WHEREAS, on December 14, 2011, the Association recorded a Third Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas as Document No. 2011-119369 (the "Third Supplement"); and

WHEREAS, on April 20, 2012, the Association recorded a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2012-40705 of the Deed Records of Denton County, Texas (the "Fourth Supplement"); and

WHEREAS, on October 3, 2014, the Association recorded a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2014-101178 of the Deed Records of Denton County, Texas (the "Fifth Supplement");

WHEREAS, on March 27, 2015, the Association recorded a Sixth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-30743 of the Deed Records of Denton County, Texas (the "Sixth Supplement"); and

WHEREAS, on August 26, 2015, the Association recorded a Seventh Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-98736, of the Deed Records of Denton County, Texas (the "Seventh Supplement"); and

WHEREAS, on August 26, 2015, the Association recorded a First Amendment to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-98735 of the Deed Records of Denton County, Texas (the "First Amendment to Notice"); and

WHEREAS, on April 3, 2017, the Association recorded a Second Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 38060 of the Deed Records of Denton County, Texas ("Second Amendment to Notice"); and

WHEREAS, on October 6, 2021, the Association recorded a Third Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 184769 in the Deed Records of Denton County, Texas ("Third Amendment to Notice"); and

WHEREAS, on ____ August 2022, the Association recorded a Fourth Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. _____ in the Deed Records of Denton County, Texas ("Fourth Amendment to Notice"); and

WHEREAS, the Association desires to supplement the Notice and record the attached dedicatory instrument in the real property records of Denton County, Texas pursuant to and in accordance with Section 202.006 of the Texas Property Code (the "Eighth Supplement).

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "A"** 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.

IN WITNESS WHEREOF, the Association files this Eighth Supplement to Notice of Filing of Dedicatory Instruments which is executed by its duly authorized agent as of the date herein above.

**THE HOMEOWNERS ASSOCIATION OF LONE STAR
RANCH, INC.**

a Texas non-profit corporation

By: [Signature]
Name: Sabah Pasha
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS

§

COUNTY OF DENTON

§

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 17 DAY OF
August, 2022

[Signature: Michelle S. Leonard]
Notary Public in and for the State of Texas

My commission expires: June 7, 2023

**RETURN AFTER FILING TO:
THE PELLAR LAW FIRM
2591 DALLAS PARKWAY, STE. 300
FRISCO, TX 75034**

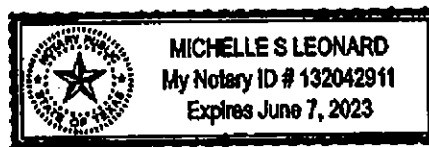


EXHIBIT "A"

1. "The Homeowners Association of Lone Star Ranch, Inc. Golf Cart & Motorized Vehicle Guidelines"

THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.

GOLF CART & MOTORIZED VEHICLE GUIDELINES

WHEREAS, the Board of Directors ("Board") of The Homeowners Association of Lone Star Ranch, Inc. ("Association"), has determined it is in the best interest of the Association to establish general guidelines for use of golf carts or other similar motorized vehicles (other than licensed automobiles or motor vehicles licensed by the State of Texas for operation on public highways) on the Association owned Common Areas (hereinafter "Guidelines"); and

NOW, THEREFORE, IT IS RESOLVED by the Board, in accordance with its power and authority established in the Declaration of Covenants, Conditions, and Restrictions for Lone Star Ranch, that the following Guidelines are hereby established.

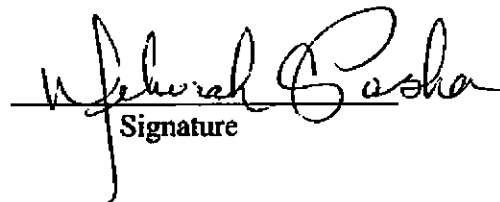
- Golf carts or similar motorized vehicles subject to these Guidelines may only be operated only on Common Area concrete paths in the Association Common Area within the Property and shall not be permitted on, over or through other Common Areas, including by way of example, parks, playgrounds or other similar non-thoroughfare areas.
- The Owner or operator of the motorized vehicle must maintain full insurance coverage for property damage and bodily injury arising out of operation of the motorized vehicle.
- The Owner or operator is solely responsible for the safe operation and use of the vehicle and ensuring the operation can be accomplished in a manner that is safe for others in connection with such use on the Common Areas.
- The Owner or operator is otherwise responsible for compliance with all licensing and operational requirements imposed by the State of Texas or applicable local government for operation of this type of vehicle on a public roadway or other property, which shall be the applicable standard and consideration adopted by the Association for permitting Owners to utilize these types of vehicles on its Common Area pathways.

THE ASSOCIATION IS NOT AN INSURER AND, BY ADOPTING THESE GUIDELINES, THE ASSOCIATION'S SOLE PURPOSE IS TO RECOGNIZE THE GROWING POPULARITY AND USE OF THIS TYPE OF VEHICLE IN THE COMMUNITY AND ESTABLISH GENERAL RULES FOR OWNER/RESIDENT USE OF ITS COMMON AREAS. THE ASSOCIATION DOES NOT ASSUME ANY RESPONSIBILITY FOR THE SAFETY OR OPERATIONAL PRACTICES OF THE OWNER OR MEMBER DECIDING TO UTILIZE THIS TYPE OF VEHICLE OR THE SAFETY OF OTHERS DUE TO SUCH OPERATION. THE ASSOCIATION, THE BOARD, MANAGEMENT, EMPLOYEES AND AGENTS DO NOT WARRANT OR REPRESENT THE SUITABILITY OF THIS TYPE OF VEHICLE FOR OPERATION ON COMMON AREAS OR THE SUITABILITY OF THE COMMON AREAS FOR SUCH OPERATION, AND ASSUMES NO DUTY TO POLICE OR ENSURE THE SAFE

OPERATION OF THE VEHICLE OR SAFETY OF ANY THIRD-PARTY RELATED TO THIS USE, IT BEING UNDERSTOOD THAT THE OWNERS AND OPERATORS OF VEHICLES SUBJECT TO THESE GUIDELINES ARE SOLELY RESPONSIBLE FOR THE SAFE OPERATION AND USE OF THESE VEHICLES AND COMPLIANCE WITH THE ALL STATE AND LOCAL REGULATIONS OR LAWS REFERENCED HEREIN.

This is to certify that the foregoing resolution was adopted by the Board of Directors of the Homeowners Association of Lone Star Ranch, Inc., at a meeting of same on August 17, 2022, and has not been modified, rescinded or revoked.

DATE: 8/17/22


Signature

Denton County
Juli Luke
County Clerk

Instrument Number: 143266

ERecordings-RP

RESTRICTIONS

Recorded On: October 06, 2022 01:46 PM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$50.00

***** 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: 143266
Receipt Number: 20221006000354
Recorded Date/Time: October 06, 2022 01:46 PM
User: Kraig T
Station: Station 21

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

**FIFTH AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

This **FIFTH AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE LONE STAR RANCH HOMEOWNERS ASSOCIATION, INC.**, (hereinafter "Fifth Amendment to Notice") is made this 5th day of Oct, 2022, by The Lone Star Ranch Homeowners Association, Inc., (hereinafter "Association").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et. seq.* of the Official Property Records of Denton County, Texas (the "Declaration") as amended and supplemented from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code mandates 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 July 30, 2002, the Association recorded a Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Volume 5138, Page 03814 *et seq.* of the Deed Records of Denton County, Texas (the "Notice"); and

WHEREAS, on May 29, 2003, the Association recorded a First Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Book 5427, Page 700 *et seq.* of the Deed Records of Collin County, Texas and filed of record in the Deed Records of Denton County, Texas on January 18, 2011, as Document No. 2011-5385 (the "First Supplement"); and

WHEREAS, on February 16, 2011, the Association recorded a Second Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas on February 16, 2011, as Document No. 2011-15042 (the "Second Supplement"); and

WHEREAS, on December 14, 2011, the Association recorded a Third Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas as Document No. 2011-119369 (the "Third Supplement"); and

WHEREAS, on April 20, 2012, the Association recorded a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2012-40705 of the Deed Records of Denton County, Texas (the "Fourth Supplement"); and

WHEREAS, on October 3, 2014, the Association recorded a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2014-101178 of the Deed Records of Denton County, Texas (the "Fifth Supplement");

WHEREAS, on March 27, 2015, the Association recorded a Sixth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-30743 of the Deed Records of Denton County, Texas (the "Sixth Supplement"); and

WHEREAS, on August 26, 2015, the Association recorded a Seventh Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-98736, of the Deed Records of Denton County, Texas (the "Seventh Supplement"); and

WHEREAS, on August 26, 2015, the Association recorded a First Amendment to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-98735 of the Deed Records of Denton County, Texas (the "First Amendment"); and

WHEREAS, on April 3, 2017, the Association recorded a Second Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 38060 of the Deed Records of Denton County, Texas ("Second Amendment"); and

WHEREAS, on October 6, 2021, the Association recorded a Third Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 184769 of the Deed Records of Denton County, Texas ("Third Amendment"); and

WHEREAS, on September 2, 2022, the Association recorded a Fourth Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 128250 of the Deed Records of Denton County, Texas ("Fourth Amendment"); and

WHEREAS, on September 2, 2022, the Association recorded an Eight Supplement to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 128235 of the Deed Records of Denton County, Texas ("Eight Supplement"); and

WHEREAS, pursuant to the attached Resolution of the Board of Directors, the Association desires to rescind and revoke in the entirety the "The Homeowners Association of Lone Star Ranch, - 265 Time-Savings Operational Guidelines For Assessment Collections" attached to the Third Supplement as Exhibit "A-10 (the "Fifth Amendment to Notice").

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is a 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 files this Fifth Amendment to Notice of Filing of Dedicatory Instruments which is executed by its duly authorized agent as of the date herein above.

**THE HOMEOWNERS ASSOCIATION OF LONE STAR
RANCH, INC.**

a Texas non-profit corporation

By: Michelle C Pasha
Name: Michelle C Pasha
Title: President, Board of Directors

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 6 DAY OF
October, 2022

Michelle S. Leonard
Notary Public in and for the State of Texas

My commission expires: June 7, 2023

**RETURN AFTER FILING TO:
THE PELLAR LAW FIRM
2591 DALLAS PARKWAY, STE. 300
FRISCO, TX 75034**



EXHIBIT "A"

1. Resolution, Board of Directors, Loan Star Ranch Revoking "The Homeowners Association of Lone Star Ranch, - 265 Time-Savings Operational Guidelines For Assessment Collections"

EXHIBIT "A-1"


• • • • •

RESOLUTION

BOARD OF DIRECTORS, LONE STAR RANCH

This is to certify that the "The Homeowners Association of Lone Star Ranch, - 265 Time-Savings Operational Guidelines For Assessment Collections" was revoked, in the entirety, by the Board of Directors at a meeting of same on 10/5/22.

DATE: 10/5/2022


Board President, Debbie Pasha

INVESTMENT POLICY

Denton County
Juli Luke
County Clerk

Instrument Number: 86568

ERecordings-RP

AMENDMENT

Recorded On: August 13, 2024 12:31 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: 86568
Receipt Number: 20240813000323
Recorded Date/Time: August 13, 2024 12:31 PM
User: Debbie D
Station: Station 25

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

**EIGHTH AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

§

§

This **EIGHTH AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE LONE STAR RANCH HOMEOWNERS ASSOCIATION, INC.**, (hereinafter "Eighth Amendment to Notice") is made this 13th day of August, 2024, by The Lone Star Ranch Homeowners Association, Inc., (hereinafter "Association").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lone Star Ranch Residential Properties was filed on June 25, 2001, and recorded in Volume 4865, Page 1290 *et seq.* of the Official Property Records of Denton County, Texas (the "Declaration") as amended and supplemented from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code mandates 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 July 30, 2002, the Association recorded a Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Volume 5138, Page 03814 *et seq.* of the Deed Records of Denton County, Texas (the "Notice"); and

WHEREAS, on May 29, 2003, the Association recorded a First Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed at Book 5427, Page 700 *et seq.* of the Deed Records of Collin County, Texas and filed of record in the Deed Records of Denton County, Texas on January 18, 2011, as Document No. 2011-5385 (the "First Supplement"); and

WHEREAS, on February 16, 2011, the Association recorded a Second Supplement To Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas on February 16, 2011, as Document No. 2011-15042 (the "Second Supplement"); and

WHEREAS, on December 14, 2011, the Association recorded a Third Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed in the Deed Records of Denton County, Texas as Document No. 2011-119369 (the "Third Supplement"); and

WHEREAS, on April 20, 2012, the Association recorded a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2012-40705 of the Deed Records of Denton County, Texas (the "Fourth Supplement"); and

WHEREAS, on October 3, 2014, the Association recorded a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2014-101178 of the Deed Records of Denton County, Texas (the "Fifth Supplement");

WHEREAS, on March 27, 2015, the Association recorded a Sixth Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-30743 of the Deed Records of Denton County, Texas (the "Sixth Supplement"); and

WHEREAS, on August 26, 2015, the Association recorded a Seventh Supplement to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-98736, of the Deed Records of Denton County, Texas (the "Seventh Supplement"); and

WHEREAS, on August 26, 2015, the Association recorded a First Amendment to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Residential Properties filed as Document No. 2015-98735 of the Deed Records of Denton County, Texas (the "First Amendment"); and

WHEREAS, on April 3, 2017, the Association recorded a Second Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 38060 of the Deed Records of Denton County, Texas ("Second Amendment"); and

WHEREAS, on October 6, 2021, the Association recorded a Third Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 184769 of the Deed Records of Denton County, Texas ("Third Amendment"); and

WHEREAS, on September 2, 2022, the Association recorded a Fourth Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 128250 of the Deed Records of Denton County, Texas ("Fourth Amendment"); and

WHEREAS, on September 2, 2022, the Association recorded an Eight Supplement to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 128235 of the Deed Records of Denton County, Texas ("Eight Supplement"); and

WHEREAS, on October 6, 2022, the Association recorded a Fifth Amendment to Notice of Filing Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 143266 of the Deed Records of Denton County, Texas ("Fifth Amendment"); and

WHEREAS, on December 20, 2023, the Association recorded a Sixth Amendment to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 134091 in the Deed Records of Denton County, Texas ("Sixth Amendment"); and

WHEREAS, on February 29, 2024, the Association recorded a Seventh Amendment to Notice of Filing of Dedicatory Instruments for Lone Star Ranch Properties filed as Document No. 20819 in the Deed Records of Denton County, Texas ("Seventh Amendment"); and

WHEREAS, the Board of Directors for the Association desires to amend and replace "The Lone Star Ranch, Homeowners Association Investment Policy" attached as Exhibit "A-5" to the Fourth Supplement with the "Resolution of The Board of Directors, The Homeowners Association of Lone Star Ranch, Inc., Regarding Investment Policy" attached hereto as **Exhibit "A"**.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "A"** 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.

IN WITNESS WHEREOF, the Association files this Eighth Amendment to Notice of Filing of Dedicatory Instruments which is executed by its attorney and duly authorized agent.

THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.

a Texas non-profit corporation

By: _____

Daniel E. Pellar, Legal Counsel for the Lone Star Ranch Homeowners Association, Inc.

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 13th DAY OF AUGUST, 2024, BY DANIEL E. PELLAR, AS LEGAL COUNSEL FOR THE LONE STAR RANCH HOMEOWNERS ASSOCIATION, INC.

Notary Public in and for the State of Texas

My commission expires: _____

**RETURN AFTER FILING TO:
THE PELLAR LAW FIRM
2591 DALLAS PARKWAY, STE. 300
FRISCO, TX 75034**



EXHIBIT "A"

RESOLUTION
OF
THE BOARD OF DIRECTORS
THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.

REGARDING INVESTMENT POLICY

WHEREAS, the By-Laws of The Homeowners Association of Lone Star Ranch, Inc. a Texas non-profit corporation (hereafter the "Association"), grant to the Board of Directors the powers necessary for the administration of the Association; and

WHEREAS, the Association may accumulate Repair and Replacement Reserve Funds and Capital Improvement Fund, which should be invested prudently and in a manner that considers the purposes for these funds and which may benefit the Association and Members; and

WHEREAS, the Board of Directors finds it advisable to establish guidelines for the investment of Repair and Replacement Reserve Funds and Capital Improvement Fund of the Association:

NOW, THEREFORE, IT IS RESOLVED THAT the Board of Directors hereby adopts the following Investment Policy for the Association:

OBJECTIVES

The objective is to organize and maintain an investment program for the Repair & Reserve & Capital Investment portfolio that will attempt to maximize the return on the Association's investments, consistent with an appropriate level of risk giving consideration to the Reserve Funds and desire for stable growth while focused on preservation of principal. Additionally, the Repair & Reserve Funds shall be diversified at all times to provide reasonable assurance that investment in a class of securities, or industry will not have an excessive adverse impact on the Association's Reserve Funds. A reserve study should guide all investment decisions which outlines when funds should be available for use.

FINANCE COMMITTEE

The Finance Committee will make recommendations to the Board of Directors on matters that are investment related. Such recommendations will adhere to the Objectives of this Investment Policy. Such recommendations may include, but not limited to, the selection of an Investment Advisor. The Finance Committee will also advise on investment types and strategies consistent with the

Objectives. The Association Manager will distribute all investment reports received from the Investment Advisor to all members of the Finance Committee, the Treasurer, the Board, and to any persons representing the Board of Directors that need such information. The Finance Committee will consist of three to five homeowners appointed by the Board with the Board Treasurer acting as Board Liaison. In the event three to five homeowners do not volunteer, the Treasurer as well as any other interested Board member will act as the Finance Committee.

INVESTMENT ADVISOR

The Investment Advisor will be responsible for the procurement of and management of the investments. Examples of such advisors might be the management company, a local investment advisor, or other qualified investment professional. That advisor must be duly registered as an investment advisor through the Securities and Exchange Commission.

The Investment Advisor will provide reports of fund activity no less than monthly as well as biannual performance reports. The Investment Advisor should also be able to provide reports on demand as needed. These reports will be presented to the Association Manager.

The Investment Advisor must comply with all aspects of this Investment Policy.

The Investment Advisor must be compensated on a fee based advisory relationship and not on a commission structure.

INVESTMENT REQUIREMENTS

The purpose and operational needs of the Association and the specific purpose of the Repair and Replacement Reserve Funds and Capital Improvement Fund will be the primary consideration guiding all investment decisions. While the liquidity needs of the Repair and Replacement Reserve Funds and the Capital Improvement Fund are different, the Objectives of this Investment Policy should remain the same.

The types of investments that will be selected must be investment grade and meet the objectives of this policy.

INVESTMENT RESTRICTIONS

The Association's Repair and Replacement Reserve Funds and Capital Improvement Fund must be invested at all times until ready for use. All

investment decisions shall be made in accordance with this Investment Policy and in accordance with sound business judgment (the "Prudent Person Rule" as defined in the Uniform Prudent Investor Act).

INVESTMENT MONITORING

The performance of the investment portfolio with regards to this policy statement will be monitored monthly by the Finance Committee and annually by the Board of Directors, with the assistance and advice of the Investment Advisor and any investment or tax advisors by:

- reviewing the assets and net cash flow of the portfolio;
- discussing the current economic outlook and investment plans;
- reviewing the compliance with this policy statement; and authorizing any redirection of cash flow, transfers and assets, or sales/purchases necessary to ensure such compliance within 12 months;
- receiving and considering statistics on the investment performance;
- reviewing significant revisions to the expected long-term trade-off between risk and reward on key asset classes, dependent upon basic economic/political/social factors; and
- reviewing shortcomings of the policy that emerge in its practical operation.
- Notwithstanding the above, the Board shall be notified at its next meeting of any adverse effects on the portfolio or cash flow and will be made aware timely of any redirection, transfers, sales or purchases within the portfolio.

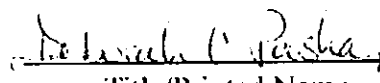
SUBJECT TO AMENDMENT

The Investment Policy outlined above may be amended from time to time by resolution of the Board of Directors.

The foregoing resolution establishing an Investment Policy for the Association was adopted at a duly called and noticed board meeting and made affective on the day of August 7, 2024. The Investment Policy supersedes and replaces any prior policy addressing the same topic and will remain in effect until replaced by the Board of Directors.

DATE: 8/7/2024


Signature

 President
Title/Printed Name Board of Directors

**OTHER
PERTINENT
INFORMATION**

COMMON SERVICES EASEMENTS AND RESTRICTIONS

THIS COMMON SERVICES EASEMENTS AND RESTRICTIONS (this "Easement") is made and entered into as of the 10th day of May, 2001, by and among LSR DEVELOPMENT, INC., a Texas corporation ("Grantor") and LSR ACCESS PROPERTIES, LTD., a Texas limited liability company ("Grantee"). Capitalized terms not otherwise defined in this Easement shall have the meanings ascribed to them in Appendix A attached hereto and by this reference incorporated in this Easement.

ARTICLE I

RECITALS

Section 1.01. WHEREAS, Grantor is the fee simple title owner of the Development.

Section 1.02. WHEREAS, Grantor wishes to grant to Grantee the perpetual and exclusive private easements set forth below, subject only to the terms and limitations of this Easement.

Section 1.03. WHEREAS, Grantor retains and reserves Declarant's Communication Services and Utility Easement set forth in Section 14.7 of the Declarations to be recorded by Grantor with respect to the Development (the "Declarant's Easements").

Section 1.04. WHEREAS, the Declarant's Easements are and shall be private easements, for the exclusive use of Grantor, and not a public right-of-way, public easement or otherwise available for general use by the public.

Section 1.05. WHEREAS, Grantor also retains, reserves and is granted the Plat Utility Easements set forth in Section 14.11 of the Declarations and designated as Utility Easements (U.E.), Drainage Easements (D.E.) and Common Services Easements (C.S.E.) within the Platted Easement Area on the Plats; and, such Plat Utility Easements are private easements created for the exclusive use of Grantor, and not a public right-of-way or public easement or otherwise available for general use by the public.

Section 1.06. WHEREAS, Grantor represents and warrants to Grantee that Grantor is the true and lawful owner of the Development; and, that Grantor has the full right and power to grant and convey the rights set forth in this Easement.

Section 1.07. WHEREAS, Grantee desires the private and personal grant of an In Gross Easement over and across the Development, privately and personally vesting in Grantee the exclusive and perpetual right to identify and privately contract with Common Service Providers for the use of the In Gross Easement Area.

Section 1.08. WHEREAS, Grantee desires the private and personal grant of a Service

Easement over and across designated portions of the Development, privately and personally vesting in Grantee the exclusive and perpetual right to privately contract for the establishment of Facilities within the Service Easement Area.

Section 1.09. WHEREAS, the Plats to be recorded by Grantor with respect to the Development shall designate the Service Easement Area for the Service Easement as Drainage Easement (D.E.), Utility Easement (U.E.) and Common Services Easement (C.S.E.).

Section 1.10. WHEREAS, Grantee shall cause, by virtue of private contracts, extensive improvements to be made to and within the Development for the Mandatory Common Service, which improvements shall be situated on, over, under and/or across the Service Easement Area, and make available the Mandatory Common Services within the Development.

Section 1.11. WHEREAS, certain Common Service Providers have developed expertise in providing Common Services to their customers, which expertise is currently and on a continuing basis being employed to develop superior, novel and cost competitive Communication Services.

Section 1.12. WHEREAS, Grantor desires to have Advanced Telecommunications Capabilities, bundled services and billing, and, to the extent technologically feasible, Advanced Bundled Services, available at the Development.

Section 1.13. WHEREAS, Grantor and Grantee anticipate continued deregulation of electricity, water and gas, as well as other utilities (such as those related to the Communication Services), which deregulation facilitates individual users having the ability to aggregate and negotiate discounted Communication Services and Utility Services charges.

NOW, THEREFORE, that in consideration of ten dollars (\$10.00), the mutual covenants contained in this Easement and other good and valuable consideration, the receipt and sufficiency of which are by this Easement acknowledged, the Parties to this Easement agree as follows:

ARTICLE II

EASEMENT

Section 2.01. Grant of In Gross Easement. Grantor hereby declares, creates, transfers, assigns, grants and conveys unto Grantee, its grantees, licensees, lessees, franchisees, successors and assigns, an exclusive and perpetual right, privilege and easement over, upon, under, in, through and across the In Gross Easement Area for the limited purpose of identifying and contracting, in Grantee's sole and complete discretion, any and all of the Common Service Providers allowed to provide or otherwise make available Facilities and Common Services for the Development and within the In Gross Easement Area (herein referred to as the "In Gross Easement"). Grantee shall have the

exclusive right to identify and contract with Common Service Providers who intend to provide or otherwise make available Common Services to the Development within the In Gross Easement Area. This grant shall not entitle Grantee, its grantees, licensees, lessees, franchisees, successors or assigns to install, repair or relocate Facilities within the In Gross Easement Area, except in the Service Easement Area. Elsewhere within the In Gross Easement Area, the Owners and the Association shall be entitled to construct or otherwise erect barriers or other temporary or permanent obstructions or structures as provided in Section 2.04 hereof. Grantor and its grantees, licensees, lessees, franchisees, successors and assigns agree that no barriers or competing Facilities or other obstructions, permanent or temporary, of any form shall be placed or erected or permitted within the In Gross Easement Area so as to impair or lessen or compromise, in any fashion, directly or indirectly, Grantee's exclusive and perpetual In Gross Easement and rights affiliated with such In Gross Easement. The In Gross Easement is intended, and shall be, for the exclusive, private and personal benefit of Grantee and its grantees, licensees, lessees, franchisees, successors and assigns who have been identified by and contracted with Grantee to provide Common Services within the Development pursuant to this Easement. The In Gross Easement may not and shall not be impaired, limited, lessened or transferred, sold or granted, in any fashion, directly or indirectly, by Grantor or its grantees, licensees, lessees, franchisees, successors or assigns. Grantor and its grantees, licensees, lessees, franchisees, successors and assigns hereby relinquish and are prohibited from, without limitation, granting any rights, permits, licenses, rights-of-way or easements over the In Gross Easement Area to any Person, directly or indirectly, or through an intermediary or series of intermediaries or third parties, which would permit or otherwise allow the establishment of any Common Services or Facilities for Common Services on, over, under or across the In Gross Easement Area (collectively, "Prohibited In Gross Easement Transfers"). Grantor and its grantees, licensees, lessees, franchisees, successors and assigns shall be divested of any and all authority to declare, create, transfer, assign, grant or otherwise convey any Prohibited In Gross Easement Transfers, except as provided in Section 2.08, Section 2.09 and Section 2.10 hereof. The In Gross Easement is intended, and shall, "run with the land" and be binding upon Grantor and its grantees, licensees, lessees, franchisees, successors and assigns, including, without limitation, any Owner, the Association and their heirs, executors, administrators, legal representatives, grantees, licensees, lessees, franchisees, successors and assigns. Any title or interest in the In Gross Easement Area shall reflect and be subject to the terms of this Easement.

Section 2.02. Grant of Service Easement. Grantor hereby declares, creates, transfers, assigns, grants and conveys unto Grantee, its grantees, licensees, lessees, franchisees, successors and assigns, an exclusive and perpetual right, privilege and easement over, upon, under and across the Service Easement Area (a) to construct, lay, install, own, operate, lease, license, franchise, alienate, assign, modify, alter, supplement, inspect, maintain, repair, reconstruct, replace, remove, relocate, expand or otherwise service in the Service Easement Area any and all necessary or desirable Facilities of any type used to provide or make available any Common Services within the Development, (b) to excavate and perform any necessary or desirable work upon and under the surface of the Service Easement Area as and when required to make available Common Services or service the Facilities in the Development, and (c) to create and provide ingress and egress to and from the Service Easement Area at any time (collectively, (a), (b) and (c) shall constitute the "Service Easement"). The Service Easement is intended, and shall be, for the exclusive private and personal benefit of

Grantee and its grantees, licensees, lessees, franchisees, successors and assigns who have been identified by and contracted with Grantee to provide Common Services within the Development pursuant to this Easement. Grantor covenants and agrees that no barriers or competing Facilities or other obstructions, permanent or temporary, of any form shall be placed or erected or permitted within the Service Easement Area so as to impair or lessen or compromise, in any fashion, directly or indirectly, Grantee's exclusive and perpetual easement and private right to exclusively and perpetually identify, or contract with, third parties that shall own and operate Facilities on, over, under and across the Service Easement Area to provide Common Services within the Development, in Grantee's sole and absolute discretion. The Service Easement is intended, and shall be, for the exclusive, private and personal benefit of Grantee and its grantees, licensees, lessees, franchisees, successors and assigns who have been identified by and contracted with Grantee to provide Common Services within the Development pursuant to this Easement. The Service Easement may not and shall not be further impaired, limited, lessened or transferred, sold or granted, in any fashion, directly or indirectly, by Grantor or its grantees, licensees, lessees, franchisees, successors or assigns. Grantor and its grantees, licensees, lessees, franchisees, successors or assigns hereby relinquish and are prohibited from, without limitation, granting rights, permits, licenses, rights-of-way and easements over the Service Easement Area to any Person, directly or indirectly, or through an intermediary or series of intermediaries or third party(s), which would permit the establishment of any Common Services or Facilities for Common Services on, over, under or across the Service Easement Area (collectively "Prohibited Service Easement Transfers"). Grantor and its grantees, licensees, lessees, franchisees, successors or assigns shall be divested of any and all authority to declare, create, transfer, assign, grant or convey any Prohibited Service Easement Transfers, except as provided in Section 2.08, Section 2.09 and Section 2.10 hereof. The Service Easement is intended, and shall, "run with the land" and be binding upon Grantor and its grantees, licensees, lessees, franchisees, successors, and assigns, including, without limitation, any Owner, the Association and their heirs, executors, administrators, legal representatives, grantees, licensees, lessees, franchisees, successors and assigns. Any title or interest in the Service Easement Area shall reflect and be subject to the terms of this Easement.

Section 2.03. Use of Easement. The Combined Easement shall be for the private, personal, exclusive and perpetual use and benefit of Grantee and its grantees, licensees, lessees, franchisees, successors and assigns who have been identified and contracted with Grantee to own, install, repair, relocate, expand or otherwise service the Facilities used by Common Service Providers in providing Common Services to the Development in accordance with this Easement. Grantor agrees and stipulates that, due to the private, personal and exclusive nature of the grant conveyed in this Easement, no other Common Services use of the Combined Easement Area shall be made by any Person, including Grantor and its grantees, licensees, lessees, franchisees, successors or assigns.

Section 2.04. Owner and Association Improvements. The Owners and their successors in interest shall be entitled to place such temporary or permanent barriers or other permanent obstructions and structures within the Owner Improvement Area as the Owner desires, from time to time, except as prohibited by this Easement and the Declarations. The Association and its successors in interest shall be entitled to construct or otherwise erect barriers or other temporary or permanent

obstructions or structures in the Common Areas (as defined in the Declarations), except as prohibited by this Easement and the Declarations. No barriers or other temporary or permanent obstructions or structures shall be placed by the Owners or the Association in the Service Easement Area.

Section 2.05. Reservation of Right to Use. Grantor hereby declares, creates, transfers, assigns, grants and conveys to Grantee and its grantees, licensees, lessees, franchisees the private, personal and exclusive right to use, temporarily, additional space within the In Gross Easement Area and outside of the Service Easement Area, when such additional space is reasonably available and necessary from time to time for ingress and egress across adjacent real estate outside of the Service Easement Area but within the In Gross Easement Area for the purposes of access to and use or improvement of the Service Easement Area, and for equipment and materials necessary for any repair, maintenance or upgrade of the Service Easement Area and the Facilities situated on, over, under or across such area which right is for the private and personal benefit of Grantee and its grantees, licensees, lessees, franchisees, successors and assigns who have been identified by and contracted with Grantee to provide Common Services within the Development pursuant to this Easement.

Section 2.06. Reservation of Common Services Rights. Grantor hereby declares, creates, transfers, assigns, grants and conveys to Grantee the private, personal, exclusive and perpetual right to use the In Gross Easement Area, and any improvements located within the In Gross Easement Area, for any purpose which is not inconsistent with the rights granted to any Owner, the Association, or reserved in Grantor by this Easement or the Declarations; provided, further, that any such use be directed toward the protection of Grantee's exclusive rights to provide Common Services as set forth in this Easement. Grantor agrees and covenants that it will not make any use of the Combined Easement Area which is inconsistent with the uses or purposes for which either the In Gross Easement or the Service Easement has been granted to Grantee; provided, finally, that notwithstanding anything in this Easement to the contrary, Grantor expressly reserves unto itself, its grantees, licensees, lessees, franchisees, successors, assigns, the right to use the In Gross Easement Area which falls outside of the Service Easement Area in any manner not inconsistent with the grant to provide Common Services made to Grantee by this Easement and as contemplated in the Declarations.

Section 2.07. Non-Interference and Repair of Service Easement Area. Grantor covenants and agrees that no barriers or competing Facilities or other obstructions or structures shall be placed or erected, temporarily or permanently, so as to impair the use of any portion of the Service Easement Area for Common Services by Grantee or third parties identified or designated by Grantee. The Grantor shall not construct Facilities or any other Common Service improvements in the Service Easement Area or change the finish grade of the Service Easement Area without the prior written consent of Grantee, which consent may be given or withheld in Grantee's sole and absolute discretion. Neither Grantee nor third parties identified or designated by Grantee shall do or permit anything to be done within or upon the Service Easement Area which will interfere with Grantor's use, maintenance, enjoyment or possession of the Service Easement, except as may be expressly provided otherwise in this Easement. Grantee shall be obligated to repair the Service Easement Area and for any damage(s) caused by Grantee, its agents or officers, or which shall include, without

limitation, restoration of the Service Easement Area following installation or removal or maintenance or upgrade of any Facility to the same condition that such Service Easement Area existed prior to such installation or removal or maintenance and the granting of the Service Easement contemplated by this Easement. To the extent Grantee performs any such installation or removal or maintenance or upgrade of any Facility which may be located, for whatever reason, outside of the Service Easement Area but within the In Gross Easement Area, then Grantee shall have the same responsibilities as if such work had been performed within the Service Easement Area. Grantee shall have the right to remove or trim such trees and brush in and around the Service Easement as is deemed necessary by Grantee, in Grantee's sole and absolute discretion, to exercise or protect the rights conveyed to Grantee in this Easement.

Section 2.08. Termination of Exclusivity (Failure to Identify Provider). Grantee shall, from time to time after the date this Easement is recorded in the office of the Recorder of the county in which the Development is located, identify and provide access to the Mandatory Common Service Providers for each of the Mandatory Common Services. Furthermore, Grantee may, from time to time, designate additional or replacement Mandatory Common Service Providers (or remove a party as a Mandatory Common Service Provider). Upon the request of the Grantor, from time to time, Grantee shall promptly up-date and provide the list of the names and addresses of the current Mandatory Common Service Providers to the Grantor. Failure by Grantee to identify and provide access to each of Mandatory Commons Services Providers in a timely manner pursuant to this Easement shall result in the termination of Grantee's exclusivity within the Combined Easement with respect to each of the Mandatory Common Services Providers not identified or granted access by the Grantee. Upon such termination, Grantor shall have the right to identify and grant access to an Alternative Mandatory Common Service Providers for Mandatory Common Services not identified or granted access by Grantee in accordance with this Easement ("Initial Mandatory Alternative Provider"); provided, however, such Initial Mandatory Alternative Provider shall be granted access subject to and in accordance with this Easement and the Declarations.

Section 2.09. Termination of Exclusivity (Inadequate or Costly Service). The Mandatory Common Services to be furnished by each Mandatory Common Service Provider shall be reasonably adequate based upon like services available to the general area around the Development from third party Common Service Provider(s). The charges made by the Mandatory Common Service Provider for such Mandatory Common Services shall be reasonable and just. A charge which is equal to, or less than, the standard, nonpromotional charge for like services shall be conclusively presumed reasonable and just. For purposes of identifying third party Common Service Provider for Telephone Services (Local), telephone services and charges shall be compared to corresponding telephone services and charges of Southwestern Bell Telephone Company, or its successor, and a Common Service Provider for Cable Television Services, cable services or charges shall be compared to corresponding Cable Television Services and charges of AT&T Corp., or its successor. It is the intent of the parties to this Easement to evaluate all services and charges against those existing and available to the Development on a consistent basis, from time to time for Mandatory Common Services. Upon a final, nonappealable determination by the appropriate authority (a) that the Mandatory Common Services being furnished by a Mandatory Common Service Provider to the

Development are not reasonably adequate based upon like services available to the Development from a third party Mandatory Common Service Provider, or (b) that the charges made by Mandatory Common Service Provider(s) for such Mandatory Common Services are not reasonable and just; then, the exclusivity within the Combined Easement with respect to each Mandatory Common Service subject to such determination shall terminate. Upon such determination and termination, Grantee shall have the right to identify and grant access to another Mandatory Common Service Provider to provide the same Mandatory Common Service subject to such determination ("Subsequent Mandatory Alternative Service"); provided, however, such new Mandatory Common Service Provider providing the Subsequent Mandatory Alternative Service shall be granted access subject to and in accordance with this Easement and the Declarations.

Section 2.10. Grantee's Consent: Approval of Declarations and Plats. Notwithstanding any other provision in this Easement, Grantor may grant or convey rights, permits, licenses, right-of-way and easements which are expressly prohibited in this Easement, including, without limitation, Prohibited In Gross Easement Transfers and Prohibited Service Easement Transfers, upon the prior written consent of Grantee, which consent may be given or withheld in the Grantee's sole and absolute discretion. For example, it is contemplated herein that Grantor shall declare and create the Declarations and Plats which shall be reviewed and approved by the Grantee in writing prior to the recording of such Declarations and Plats in accordance with this Section 2.10.

Section 2.11. Private Grant. The Parties do understand and intend to privately declare, create and grant the Combined Easement set forth in this Easement in order to allow Grantee, its grantees, licensees, lessees, franchisees, successors and assigns only and exclusively the limited rights and privileges set forth in this Easement. The Combined Easement is not declared, created, or granted for public or general utility use, and shall not be so construed.

Section 2.12. Construction and Usage of "exclusivity" term. Reference to the term "exclusive" or "exclusivity" shall mean and refer to the right of Grantee to provide Common Services and to use the Combined Easement Area for such use. The term shall not be construed as prohibiting Grantor from permitting other uses or easements upon the Development or Combined Easement Area which do not involve the provision of Common Services or any interference with the rights of Grantee to provide Common Services under this Easement. For example, it is contemplated that Grantor shall declare and create a utility easement for the sanitary waste disposal system and drainage system in the Development.

ARTICLE III

INDEMNIFICATION AND RIGHT TO DEFEND

Section 3.01. Indemnification. Grantee agrees to indemnify, defend and hold harmless Grantor and the heirs, executors, administrators, legal representatives, successors, licensee, and assigns of Grantor, including, but not limited to, the Owners, the Association and their successors in

interest (collectively, "Indemnitees") from and against any and all losses, claims, damages and liabilities, joint or several (including reasonable investigation fees, attorneys' fees, accountant's fees, expert witness fees, and other related expenses incurred in connection with any action, suit or proceeding or any claim asserted), to which the Indemnitees may become subject as a result of this Easement, and/or the enforcement of the rights of Grantee under this Easement; provided, however, that Grantee shall not be required to indemnify, defend or hold harmless Indemnitees from the negligence of any of the Indemnities, or any act or omission which is wrongful on the part of any of the Indemnitees.

Section 3.02. Right to Defend. Grantee has the right of notice and to defend any controversy or claim arising out of or relating to this Easement, any alleged breach, any question as to the validity of its terms or conditions or legal effect, the construction of its terms or conditions or legal effect, and the interpretation of the rights and duties of the Parties under this Easement. Grantor and its grantees, licensees, lessees, franchisees, successors and assigns, including, without limitation, any Owner, the Association and their heirs, executors, administrators, legal representatives, grantees, licensees, lessees, franchisees, successors and assigns shall notify Grantee of any claim, suit, administrative proceeding (including regulatory proceedings), or any other action or threatened action which may, either presently or at a future date, give rise to Grantee's duty to indemnify or Grantee's right to defend, which notice shall be in writing and provided to Grantee promptly, but in no event more than fifteen (15) business days from the date that Grantor or Grantor's successors in interest becomes aware of such claim, suit or proceeding, or potential claim, suit or proceeding.

ARTICLE IV

NOTICES

Section 4.01. Notices to Grantor. Any notice to be given or served upon Grantor in connection with this Easement must be in writing and shall be deemed to have been given and received when delivered to the following address, certified mail, return receipt requested, or by personal service:

Grantor: LSR Development, Inc.
5580 Peterson Lane
Suite 160
Dallas, Texas 75240
Attention: D.O. Tomlin, III

Section 4.02. Notices to Grantee. Any notice to be given or served upon Grantee in connection with this Easement must be in writing and shall be deemed to have been given and received when delivered to the following address, certified mail, return receipt requested, or by personal service:

Grantee: LSR Access Properties, Ltd.
 5580 Peterson Lane
 Suite 160
 Dallas, Texas 75240
 Attention: D.O. Tomlin, III

Section 4.03. Address Changes. Either Grantor or Grantee may change its address as specified for notices under this Easement by designating a new address, in writing, and recorded in the office of the Recorder of Denton County, State of Texas, and delivered in accordance with this Article of this Easement to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Easement effective as of the date first above written.

GRANTOR:

LSR DEVELOPMENT, INC.,
 a Texas corporation

By: _____

D.O. Tomlin, III,
 President

GRANTEE:

LSR ACCESS PROPERTIES, LTD.,
 a Texas limited partnership

By: Land Advisors, Inc.,
 a Texas corporation,
 its General Partner

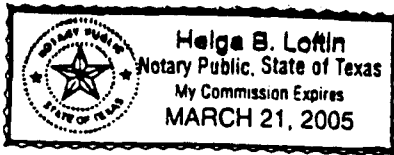
By: _____

D.O. Tomlin, III,
 President

- Appendix: A Definitions and Interpretation
- Exhibits: A Legal Description of Development
 B Legal Description of In Gross Easement Area
 C Mandatory Service Providers

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on May 10th, 2001 by D.O. Tomlin, III, President of LSR Development, Inc., a Texas corporation, on behalf of said corporation.



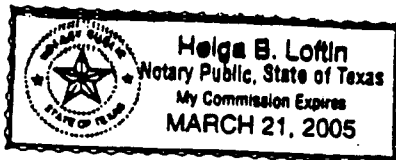
Helga B. Loftin
Notary Public, State of Texas

My Commission Expires:

3-21-2005

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on May 10th, 2001 by D.O. Tomlin, III, President of Land Advisors, Inc., a Texas corporation, as General Partner of LSR Access Properties, Ltd., a Texas limited partnership, on behalf of said partnership.



Helga B. Loftin
Notary Public, State of Texas

My Commission Expires:

3-21-2005

APPENDIX A

Definitions and Interpretations

ARTICLE I

DEFINITIONS

Access Entity. The term or phrase "Access Entity" shall mean and refer to LSR Access Properties, Ltd., a Texas limited partnership.

Advanced Bundled Services. The term or phrase "Advanced Bundled Services" shall mean and refer to the provision of (i) Telephone Services (local), (ii) Cable Television Services, (iii) Internet Bandwidth Access Services, (iv) Community Intranet Services, (v) single bill (i.e., bundled) billing for all Communication Services and Utility Services provided, and (vi) Premium Advanced Telecommunication Capabilities.

Advanced Telecommunications Capability. The term or phrase "Advanced Telecommunications Capability" or "ATC" shall mean and refer to high speed, broadband telecommunications capability that enables users to originate and receive high quality voice, data, graphics and video telecommunications over lines or wireless channels with information carrying capability in excess of 200 Kbps (Kilobits per second) per user in both directions simultaneously, including, without limitation, Internet Bandwidth Access Services based upon industry average concentration levels.

Affiliate. The term "Affiliate" shall mean and refer to with respect to any Person (i) any Person directly or indirectly controlling, controlled by or under common control with such Person; (ii) any Person owning or controlling five percent (5%) or more of the voting securities or voting control of such Person; or, (iii) any Person who is an officer, director, manager, general partner, trustee or holder of five percent (5%) or more of the voting securities or voting control of any Person described in clauses (i) or (ii).

Association. The term "Association" shall mean and refer to the Association as defined in the Declarations.

Cable Television Services. The term or phrase "Cable Television Services" shall mean and refer to the one-way transmission to users of video programming or other programming services provided through any Facilities related to such services, together with such user interaction, if any, which is required for the selection or use of the video programming or other programming services.

Combined Easement Area. The term or phrase "Combined Easement Area" shall mean and refer to the In Gross Easement and the Service Easement, collectively.

Common Service Provider. The term or phrase "Common Service Provider" shall mean and refer to any third party provider of one or more Common Services, which may include a combination of persons, such that one (1) or more of Common Services are available within the Development.

Common Services. The term "Common Services" shall mean and refer to any one or more of the Communication Services and Utility Services.

Communication Services. The term or phrase "Communication Services" shall mean and refer to Cable

Television Services, Community Technology Services, E-commerce Transaction Services, Internet Bandwidth Access Services, Community Intranet Services, Telephone Services (local), Telephone Services (long distance), Video On Demand Services, Security Monitoring Services, any other cable or telephone services, any other communication, utility or common functional services together with the Facilities related to such services; provided however, that the term or phrase "Communication Services" shall not include Excluded Devices.

Community Intranet Services. The term or phrase "Community Internet Services" shall mean and refer to the private communications network within the Development that uses substantially the same or similar software that is utilized on the public internet, but that is primarily for use within the Development.

Community Technology Services. The term or phrase "Community Technology Services" shall mean and refer to the construction, sale, installation, leasing, licensing, modification, supplementation, maintenance, repair, reconstruction or removal of any device (including, without limitation, any hardware or software device) principally used by individual users for Communication Services.

Declarations. The term "Declarations" shall mean and refer to the Declarations of Covenants, Conditions, Easements and Restrictions for Lone Star Ranch Residential Properties to be recorded in the office of the recorder of the county in which the Development is located and which burden the Development, as such Declarations are amended from time to time.

Developer. The term "Developer" shall mean and refer to LSR Development, Inc., a Texas corporation.

Development. The term "Development" shall mean and refer to the real estate commonly known as "Lone Star Ranch" and situated in the County of Denton, State of Texas, the legal description of which is attached hereto as Exhibit A and by this reference is incorporated herein for all purposes.

E-commerce Transaction Services. The term or phrase "E-commerce Transaction Services" shall mean and refer to transactions conducted over the internet or through internet access, comprising the sale, lease, license, offer or delivery of property, goods, services or information, whether or not for consideration; provided, however, the term or phrase "E-commerce Transaction Services" shall not include Internet Bandwidth Access Services.

Excluded Devices. The term or phrase "Excluded Devices" shall mean and refer to any Community Intranet Services device, Security Monitoring Services device, or any other Communication Services device, or Utility Services device, which satisfies both of the following described characteristics:

- (a) The device is nonpermanent. By way of example and not limitation, any device which is affixed to real estate is a permanent device. A nonpermanent device must not, at any time, be affixed to real estate within the Combined Easement Area either by, for example and not limitation, submersion into the ground, screws, bolts, glue or wiring.
- (b) Use of the device must occur primarily outside of the In Gross Easement Area, with use within the In Gross Easement Area being incidental or sporadic.

For example, mobile cellular telephones, pagers, car alarms and portable computer peripherals, which are used primarily outside of the In Gross Easement Area, will generally constitute Excluded Devices. A satellite dish or other means of receiving the transfer of wireless technology shall constitute an Excluded Device if, and only if, installed, operated and maintained in full compliance with the Declarations and the standards and rules promulgated by the Committee (as such term is defined in the Declaration). Wireless signals, of any nature, which are not received by any Owners, or on behalf of any Owners or at the request of any Owner(s), within the In Gross Easement Area, shall constitute Excluded Devices.

Facility or Facilities. The term or terms "Facility" or "Facilities" shall mean and refer to the construction, installation, modification, alteration, supplementation, repair, reconstruction or replacement of any and all necessary or desirable hardware or equipment of any type used to provide or otherwise make available any Common Services including, without limitation, cable, wire, fiber, main, pipe, boxes, conduit, manhole, transformers, pumps, amplifiers, dishes, antennae, microwave, satellite, pedestal, equipment enclosures, poles, wireless communication technology, or any other hardware or equipment of any type necessary or desirable to transfer or provide any Common Services, including, without limitation, communication, video, data, e-commerce, internet, intranet, security systems, communication utility services, information systems, cable television, as well as any other Communication Services or uses for which such hardware or equipment may be used, and further including, without limitation, electricity, water, waste water, gas and any other Utility Services for which such services may be used.

GAAP. The term "GAAP" shall mean and refer to United States generally accepted accounting principles applied on a consistent basis and as in effect from time to time.

General Easements. The term or phrase "General Easements" shall mean the Declarant's Communication Services and Utility Easements created for the exclusive use of the Grantor (as that term is defined in the Common Services Easements and Restrictions) pursuant to Section 14.7 in the Declarations.

In Gross Easement. The term or phrase "In Gross Easement" shall mean the In Gross Easement created for the exclusive use of the Grantor (as that term is defined in the Common Services Easements and Restrictions) pursuant to Section 2.01 of the Common Services Easements and Restrictions.

In Gross Easement Area. The term or phrase "In Gross Easement Area" shall mean and refer to all of the real estate comprising the Development, the legal description of which is attached hereto as Exhibit A.

Internet Bandwidth Access Services. The term or phrase "Internet Bandwidth Access Services" shall mean and refer to any service that enables users to access content, information, electronic mail or other services offered over the internet, and may also include access to proprietary content, information and other services as part of a package of services offered to users and any Facilities related to such service; provided, however, that the term or phrase "Internet Bandwidth Access Services" shall not include E-commerce Transaction Services, Telephone Services (local) or Telephone Services (long distance).

Mandatory Common Service Provider. The term or phrase "Mandatory Common Service Provider" shall mean and refer to a Common Service Provider that provides one (1) or more of the Mandatory Common Services, as designated from time to time by Access Entity pursuant to the Common Services Easements and Restrictions.

Mandatory Common Services. The term or phrase "Mandatory Common Services" shall mean and refer to the Common Services set forth on Exhibit B attached hereto.

Non-Affiliate. The term or phrase "Non-Affiliate" shall mean and refer to any Person who does not qualify as an Affiliate.

Owner. The term "Owner" shall mean the individual lot owners, or their lessee, tenants or any other successors in interest, of those lots set forth in the Plats.

Owner Access Area. The term or phrase "Owner Access Area" shall mean and refer to the area reasonably necessary for Common Service Providers to establish Common Services to an Owner's individual residential structure situated upon the Owner Improvement Area, which area shall commence at the Platted Easement Area and proceed as directly as reasonably practicable to the individual residential structure and upon and within the structure as contemplated by the Owner's contract with the builder.

Owner Improvement Area. The term or phrase "Owner Improvement Area" shall mean and refer to that area within the In Gross Easement Area which is not common area, duly deeded and titled to the Owner, or his or her successor in interest, upon which the Owner shall be entitled to construct or otherwise erect such temporary or permanent barriers or other temporary or permanent obstructions or structures as the Owner shall desire, so long as such barriers or other obstructions or structures are in conformity with the Declarations; and, further, so long as such barriers or obstructions or structures shall not be situated upon or within the Service Easement Area.

Party. The term "Party" or "Parties" shall mean and refer to the Persons referenced in the introductory paragraph of any agreement which incorporates this Appendix A, as well as any other Person made a Party to any such agreement either at the time of execution thereof or subsequent thereto.

Person. The term "Person" shall mean and refer to any individual, corporation, company, business trust, association, partnership, limited liability company, joint venture, governmental authority, or any other individual or entity, including subsidiaries, Affiliates, and controlled entities.

Plats. The term "Plats" shall mean and refer collectively to all of the Plats, as amended from time to time, that subdivide the Development, recorded or to be recorded in the office of the Recorder of Denton County, for the State of Texas.

Plat Utility Easement. The term or phrase "Plat Utility Easement" shall mean (i) the Common Services Easements created pursuant to Section 14.11 of the Declarations and designated on the Plat as Common Service Easement (C.S.E.), (ii) the Utility Easements created pursuant to Section 14.11 of the Declarations and designated on the Plat as Utility Easement (U.E.), and (iii) the Drainage Easements created pursuant to Section 14.11 of the Declarations and designated on the Plat as Drainage Easement (D.E.).

Platted Easement Area. The term or phrase "Platted Easement Area" shall mean and refer to all of the drainage, utility, sanitary sewer and common services easement area designated as D.E., U.E. and C.S.E. on the Plats, together with the streets designated on the Plats.

Premium Advanced Telecommunication Capability. The term or phrase "Premium Advanced Telecommunication Capability" or "PATC" shall mean and refer to Advanced Telecommunication Capability within the Development, except that the carrying capability exceeds 600 Kbps in both directions simultaneously.

Reserved Rights. The term or phrase "Reserved Rights" shall mean and refer to the rights set forth in Section 2.05 and Section 2.06 of the Common Services Easements and Restrictions.

Security Monitoring Services. The term or phrase "Security Monitoring Services" shall mean and refer to the provision of systems, hardwares, devices and wiring within the residences, commercial structures (if any) and the Development which enable the monitoring for security purposes of such residences, commercial structures (if any) and Development; provided, however, that the term or phrase "Security Monitoring Services" expressly contemplates that a Common Service Provider may enter into a third party contract (e.g., a monitoring contract) with a security monitoring company.

Service Easement. The term or phrase "Service Easement" shall mean the Service Easement created for the exclusive use of the Grantor (as that term is defined in the Common Services Easements and Restrictions) pursuant to Section 2.02 of the Common Services Easements and Restrictions.

Service Easement Area. The term or phrase "Service Easement Area" shall mean and refer to each and all of the following areas, individually and collectively, as the context requires or as is permitted by law, *to wit*:

- (a) All of the Platted Easement Area.
- (b) All of the Owner Access Area.
- (c) Those portions of the common areas identified on the Plats to the extent reasonably necessary for the establishment of Common Services and Facilities to serve the Owners.

Technology Services Group. The term or phrase "Technology Services Group" shall mean and refer to any one or more Persons so designated from time to time by the Access Entity.

Telephone Services (local). The term or phrase "Telephone Services (local)" shall mean and refer to service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of switches, transmission equipment or any other Facilities (or any combination thereof) by which a user can originate and terminate a telecommunications service.

Telephone Services (long distance). The term or phrase "Telephone Services (long distance)" shall mean and refer to telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with users for exchange service and any Facilities related to such services.

Utility Services. The term or phrase "Utility Services" shall mean and refer to any sewer, water, gas, electric, any other utility or common functional services provided to the residences and commercial structures (if any) within the Development together with any Facilities related to such services; provided, however, that the term or phrase "Utility Services" shall not mean or refer to or include any "Communication Services."

Video On Demand Services. The term or phrase "Video On Demand Services" shall mean and refer to the service of providing video programming to users over networks on an on-demand, or interactive, point-to-point basis, and any Facilities related to such services; provided, however, the term or phrase "Video On Demand Services" shall not include services providing video programming prescheduled by the programming provider, such as Cable Television Services.

ARTICLE II

MISCELLANEOUS PROVISIONS AND CONSTRUCTION OF AGREEMENT

Section 2.01 Complete Agreement. Any agreement which incorporates this Appendix A, together with the schedules, appendices and exhibits thereto, and all other agreements, certificates, documents, schedules, appendices, exhibits and other writings executed at or in connection with the signing of such agreement (collectively, the "Definitive Documents"), constitute the complete and exclusive statement of agreement among the Parties with respect to the covered subject matter. The Definitive Documents replace and supersede all prior agreements by and among the Parties. The Definitive Documents supersede all prior written and oral statements and no other representation, statement, condition or warranty not contained in the Definitive Documents will be binding upon the Parties, or have any force or effect whatsoever. Any prior agreements, promises, negotiations, or representations concerning the subject matter of the Definitive Documents which are not expressly set forth herein or therein are of no force or effect.

Section 2.02 Amendment or Alteration. The agreement which incorporates this Appendix A may be altered or amended in whole or in part, at any time. Amendments or alterations must take the form of a written instrument setting forth the amendments or alterations, which written instrument must be signed by the Party to be charged.

Section 2.03 Severability. If any covenant, agreement, term or provision of any agreement which incorporates this Appendix A is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term thereof, such covenant, agreement, term or provision shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid, unreasonable or unenforceable covenant, agreement, term or provision had never comprised a part thereof and, the remainder shall remain in full force and effect and shall not be affected by such illegal, invalid, unreasonable or unenforceable covenant, agreement, term or provision or by its severance therefrom. Furthermore, in lieu of the illegal, invalid, unreasonable or unenforceable covenant, agreement, term or provision, there shall be added automatically a provision as similar in terms to such illegal, invalid, unreasonable or unenforceable covenant, agreement, term or provision as may be possible and be legal, valid, reasonable and enforceable.

Section 2.04 Waiver. No delay or failure by any Party in exercising any rights under any agreement which incorporates this Appendix A, and no partial or simple exercise of such rights, shall constitute a waiver of that or any other right.

Section 2.05 Governing Law. Any agreement which incorporates this Appendix A, including, without limitation, any controversy or claim arising out of or relating to the agreement which incorporates this Appendix A, or its breach, the construction of its terms, or the interpretation of the rights and duties of the Parties, shall be construed and governed exclusively according to the internal laws of the State of Texas without regard to that jurisdiction's law regarding conflicts of law. Any agreement which incorporates this Appendix A shall be subject to the exclusive jurisdiction of Texas state courts and of the federal courts with jurisdiction over Denton County, Texas, regardless of the residence or situs of the Parties, to which jurisdiction of the court the Parties expressly submit, and waive objection thereto. Any agreement which incorporates this Appendix A shall be subject to, and litigated in, the exclusive and preferred venue of Texas state courts located in Denton County, Texas or of the federal courts with jurisdiction over Denton County, Texas.

Section 2.06 Headings; Interpretation. All headings are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision hereof. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and *vice versa*, as the context requires. The term "including" shall mean "including, without limitation" or its equivalent whenever used herein and shall not limit the generality of any description preceding such term. The introductory paragraph and recitals set forth at the commencement of any agreement which incorporates this Appendix A shall form a part thereof. Reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by the agreement which incorporates this Appendix A. Reference to any agreement, document or instrument means such agreement, document or instrument, as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof. Reference in any agreement which incorporates this Appendix A to any article, section, appendix, schedule or exhibit means such article or section thereof or appendix or schedule or exhibit thereto. The term "or" is not exclusive. Terms such as "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to the agreement which incorporates this Appendix A, together with all incorporated reference in such agreement and this Appendix A as a whole, and not to any particular, article, section, paragraph or other provision of any specific document.

Section 2.07 Multiple Counterparts. Any agreement which incorporates this Appendix A may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In making proof with respect thereto, it shall be necessary to produce only one copy thereof signed by the Party to be charged.

Section 2.08 Additional Documents and Acts. The Parties each agree to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of any agreement which incorporates this Appendix A.

Section 2.09 Further Assurances. At any time, and from time to time, each Party shall execute such additional instruments and take such additional actions as may be reasonably requested by the other Party to confirm or otherwise

carry out the intent and purpose of any agreement which incorporates this Appendix A.

Section 2.10 Enforceability Certificate. Each of the Parties to any agreement which incorporates this Appendix A shall, without charge, at any time and from time to time, within ten (10) days following a written request by the other party, deliver a written instrument to the requesting party or to any other Person specified by such requesting party, duly executed, certifying: (i) that the agreement which incorporates this Appendix A is unmodified, or that the agreement has been modified and setting forth the specific modification; (ii) that the term of the agreement is continuing, or the exact date [day, month and year] that the term expired; and, (iii) any other matters relating to compliance with the agreement.

Section 2.11 Drafter of the Agreement. For purposes of construing any agreement which incorporates this Appendix A, the Parties agree that each (and, as applicable, its counsel) has reviewed and revised the agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the agreement which incorporates this Appendix A, or of this Appendix A, or any amendments, schedules or exhibits thereto or hereto.

Section 2.12 Successors. Any agreement which incorporates this Appendix A shall be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective heirs, representatives, successors and assigns.

Section 2.13 Time. Time shall be of the essence with regard to any agreement which incorporates this Appendix A.

Section 2.14 Time Periods. All references to "days" shall mean and refer to calendar days. In the event the date for performance of any obligation under any agreement which incorporates this Appendix A shall fall on a Saturday, Sunday or day when national banks located in Denton County, Texas are closed, then that obligation shall be performed on the next following regular business day.

Section 2.15 Obligation of Good Faith. The Parties shall, in the performance of all obligations under any agreement which incorporates this Appendix A, be obligated to act in good faith with one another in the performance thereof and hereunder.

Section 2.16 Not a Partnership. Nothing herein contained shall be construed to create a partnership or joint venture as between the Parties.

Section 2.17 Exhibits, Appendices and Schedules. All exhibits, appendices and schedules referred to herein are intended to be, and are hereby, made specifically a part hereof and incorporated herein.

Exhibit "A-1"
Lone Star Ranch
Stone Creek Village

WHEREAS, LSR DEVELOPMENT, INC., is the owner of a 58.384 acre tract of land, situated in the DAVID E. LAWHORN SURVEY, ABSTRACT NO.727, Denton County, Texas, and being a portion of a 161.466 acre tract described in the deed to LSR DEVELOPMENT, INC. as TRACT 1, recorded County Clerk's File No. 00-R0020717 of the Deed Records of Denton County, Texas; said 58.384 acre tract of land being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found for the southwest corner of said TRACT 1, said iron rod also being in the center of Stewart Creek Road;

THENCE N00°37'52"W departing said center of Stewart Creek Road, and along the east line of said Tract 1, a distance of 60.00 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W departing the east line of said TRACT 1, a distance of 524-21 feet to the POINT OF BEGINNING;

THENCE S89°37'14"W a distance of 1288.02 feet to a 5/8 inch rod set for the beginning of a curve to the right having a radius of 1440.00 feet and a central angle of 38°43'07";

THENCE along said curve to the right an arc distance of 973.10 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N71°01'12"W and is 954.69 feet in length said iron rod being in the west line of aforementioned TRACT 1;

THENCE N37°14'42"E along the west line of said TRACT 1 a distance of 242.77 feet to a 5/8 inch iron rod set for the beginning of a curve to the left having a radius of 1500.00 feet and a central angle of 35°43'11";

THENCE continuing along said west line of TRACT 1 and along said curve to the left an arc distance of 935.14 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N19°23'06"E and is 920.07 feet in length;

THENCE N01°31'30"E continuing along the west line of said TRACT 1 a distance of 351.81 feet to a 5/8 inch iron rod set;

THENCE S88°28'30"E departing the west line of TRACT 1 a distance of 263.00 feet to a 5/8 inch iron rod set;

THENCE S01°31'30"W a distance of 8.69 feet to a 5/8 inch iron rod set;

THENCE S43°28'30"E a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE S88°28'30"E a distance of 172.50 feet to a 5/8 inch iron rod set for the beginning of a curve to the left having a radius of 40.00 feet and a central angel of 90°00'00";

THENCE along said curve to the left an arc distance of 62.83 feet to a 5/8 inch rod set at its end, the chord of said arc bears N46°31'30"E and is 56.67 feet in length;

THENCE N01°31'30" a distance of 2.11 feet to a 5/8 inch iron rod set;

Exhibit "A-1"
Lone Star Ranch
Stone Creek Village

4665 1462

THENCE S88°28'30"E a distance of 18.00 feet to a 5/8 inch iron rod set;

THENCE S01°31'30"W a distance of 38.43 feet to a 5/8 inch iron rod set;

THENCE S88°28'30"E a distance of 125.00 feet to a 5/8 inch iron rod set;

THENCE N01°31'30"E a distance of 37.90 feet to a 5/8 inch iron rod set;

THENCE S88°33'49"E a distance of 279.86 feet to a 5/8 inch iron rod set for the beginning of a non-tangent curve to the left having a radius of 595.00 feet and a central angle of 20°09'18";

THENCE along said curve to the left an arc distance of 209.30 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S15°52'57"E and is 208.23 feet in length;

THENCE S25°57'35"E a distance of 1018.56 feet to a 5/8 inch iron rod set;

THENCE N89°37'14"E a distance of 243.91 feet to a 5/8 inch iron rod set;

THENCE S25°57'35"E a distance of 174.19 feet to a 5/8 inch iron rod set for the beginning of a curve to the right having a radius of 250.00 feet and a central angle of 25°34'50";

THENCE along said curve to the right an arc distance of 111.62 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S13°10'10"E and is 110.69 feet in length;

THENCE S00°22'46"E a distance of 304.94 feet to a 5/8 inch iron rod set;

THENCE S44°37'14"W a distance of 42.43 feet to the POINT OF BEGINNING and containing 58.384 acres of land, more or less.

Exhibit "A-2"
Lone Star Ranch
Lake Hill Village

4865 1163

WHEREAS, LSR DEVELOPMENT, INC., is the owner of a 30.296 acre tract of land situated in the DAVID E. LAWHORN SURVEY, ABSTRACT NO.727, Denton County, Texas, and being a portion of two tracts described in the deed to LSR DEVELOPMENT, INC. TRACT 1 recorded in County Clerk's File No. 00-R0020717 and TRACT 3 recorded in County Clerk's File no 00-R0020713 of the Deed Records of Denton County, Texas; said 30.294 acre tract being more particularly described as follows:

COMMENCING at a 5/8 inch iron found for the southwest corner of said TRACT 1, Said iron rod also being in the center of Stewart Creek Road;

THENCE N00°37'52"W departing said center of Stewart Creek Road, and along the east line of said TRACT 1, a distance of 60.00 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W departing the east line of said TRACT 1, a distance of 524.21 feet to a 5/8 inch iron rod and the POINT OF BEGINNING;

THENCE N44°37'14"E a distance of 42.43 feet to a 5/8 inch iron rod set for corner;

THENCE N00°22'46"W a distance of 304.94 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 250.00 feet and a central angle of 25°34'50";

THENCE along said curve to the left an arc distance of 111.62 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N 13° 10'10"W and is 110.69 feet in length;

THENCE N25°57'35"W a distance of 174.19 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a distance of 243.91 feet to a 5/8 inch iron rod set;

THENCE N25°57'35"W a distance of 1018.56 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 595.00 feet and a central angle of 24°41'02";

THENCE along said curve to the right an arc distance of 256.33 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N13°37'05"W and is 254.36 feet in length;

THENCE N88°43'26"E a distance of 99.84 feet to a 5/8 inch iron rod set;

THENCE S82°40'58"E a distance of 121.97 feet to a 5/8 inch iron rod set;

THENCE N85°56'18"E a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S05°03'07"E a distance of 11.23 feet to a 5/8 inch iron rod set;

THENCE S54°34'01"E a distance of 13.47 feet to a 5/8 inch iron rod set;

THENCE N77°46'57"E a distance of 95.53 feet to a 5/8 inch iron rod set;

THENCE N36°52'35"E a distance of 15.12 feet to a 5/8 inch iron rod set;

THENCE N02°12'02"W a distance of 3.30 feet to a 5/8 inch iron rod set;

Exhibit "A-2"
Lone Star Ranch
Lake Hill Village

4065 1154

THENCE N88°14'59"E a distance of 18.00 feet to a 5/8 inch iron rod set;

THENCE S52°43'08"E a distance of 12.99 feet to a 5/8 inch iron rod set;

THENCE N77°46'57"E a distance of 4.33 feet to a 5/8 inch iron rod set;

THENCE S12°13'03"E a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S77°46'57"W a distance of 4.33 feet to a 5/8 inch iron rod set;

THENCE S28°17'03"W a distance of 12.99 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 192.00 feet and a central angle of 03°16'31";

THENCE along said curve to the left an arc distance of 10.98 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S24°19'20"E and is 10.97 feet in length;

THENCE S25°57'35"E a distance of 65.77 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 40.00 feet and a central angle of 76°15'27";

THENCE along said curve to the left an arc distance of 53.24 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S64°05'19"E and is 49.39 feet in length;

THENCE N77°46'57"E a distance of 23.97 feet to a 5/8 inch iron rod set;

THENCE S12°13'03"E a distance of 18.00 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 40.00 and a central angle of 103°44'33";

THENCE along said curve to the left an arc distance of 72.43 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S25°54'41"W and is 62.93 feet in length;

THENCE S25°57'35"E a distance of 20.84 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 197.00 and a central angle of 129°23'38";

THENCE along said curve to the left an arc distance of 444.89 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N89°20'36"E and is 356.20 feet in length;

THENCE N24°38'47"E a distance of 96.41 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 40.00 and a central angle of 89°53'24";

THENCE along said curve to the left an arc distance of 62.76 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N20°17'55"W and is 56.51 feet in length;

THENCE N24°44'39"E a distance of 18.00 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 40.00 feet and a central angle of 89°01'32";

Exhibit "A-2"
Lone Star Ranch
Lake Hill Village

4865 1165

THENCE along said curve to the left an arc distance of 62.15 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N70°08'01"E and is 56.09 feet in length; said iron rod being the beginning of a curve to the right having a radius of 703.00 feet and a central angle of 24°34'22"

THENCE along said curve to the right an arc distance of 301.50 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N37°54'26"E and is 299.19 in length;

THENCE N05°11'37"E a distance of 245.04 feet to a 5/8 inch iron rod set;

THENCE N39°48'23"W a distance of 3.08 feet to a 5/8 inch iron rod set;

THENCE N50°11'37"E a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S39°48'23"E a distance of 3.08 feet to a 5/8 inch iron rod set;

THENCE S84°48'23"E a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N50°11'37"E a distance of 58 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 40.00 feet and a central angle of 90°00'00";

THENCE along said curve to the left an arc distance of 62.83 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N05°11'37"E and is 56.57 feet in length;

THENCE N39°48'23"W a distance of 257.96 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 788.00 feet and a central angle of 08°29'18";

THENCE along said curve to the left an arc distance of 116.74 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N26°15'28"E and is 116.63 feet in length; said iron rod being the beginning of a curve to the left having a radius of 772.57 feet and a central angle of 04°44'13";

THENCE along said curve to the left an arc distance of 63.87 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N19°40'56"E and is 63.86 feet in length;

THENCE S73°33'59"E a distance of 18.01 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 40.00 feet and a central angle of 107°57'34";

THENCE along said curve to the left an arc distance of 75.37 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S36°37'52"E and is 64.70 feet in length;

THENCE N89°23'21"E a distance of 364.86 feet to a 5/8 inch iron rod set;

THENCE S39°48'23"E a distance of 25.62 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 40.00 feet and a central angle of 99°07'28";

4865 1156

Exhibit "A-2"
Lone Star Ranch
Lake Hill Village

THENCE along said curve to the left an arc distance of 69.20 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S89°22'07"E and is 60.89 feet in length; said iron rod being the beginning of a curve to the left having a radius of 192.00 feet and a central angle of 41°13'58",

THENCE along said curve to the left an arc distance of 138.17 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N20°27'10"E and is 135.21 feet in length;

THENCE N45°35'39"W a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE S89°23'21"W a distance of 3.76 feet to a 5/8 inch iron rod set;

THENCE N00°36'39"W a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE N89°23'21"E a distance of 136.76 feet to a 5/8 inch iron rod set;

THENCE N44°23'21"W a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N00°36'39"W a distance of 225.86 feet to a 5/8 inch iron rod set;

THENCE N45°30'23"W a distance of 28.34 feet to a 5/8 inch iron rod set;

THENCE N00°24'08"W a distance of 30.00 feet to a 5/8 inch iron rod set;

THENCE N89°35'52"E a distance of 840.50 feet to a 5/8 inch iron rod set;

THENCE S00°28'13"E a distance of 30.00 feet to a 5/8 inch iron rod set;

THENCE S89°35'52"W a distance of 374.84 feet to a 5/8 inch iron rod set;

THENCE S44°29'37"W a distance of 28.23 feet to a 5/8 inch iron rod set;

THENCE S89°35'52"W a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE N45°30'23"W a distance of 28.34 feet to a 5/8 inch iron rod set;

THENCE S89°35'52"W a distance of 185.69 feet to a 5/8 inch iron rod set;

THENCE S00°36'39"E a distance of 313.74 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 495.00 feet and a central angle of 50°48'16";

THENCE along said curve to the right an arc distance of 438.92 to a 5/8 inch iron set at its end, the chord of said arc bears S24°47'29"W and is 424.68 feet in length;

THENCE S50°11'38"W a distance of 526.38 feet to a 5/8 inch iron rod set;

THENCE N49°25'01"W a distance of 114.57 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the right having a radius of 55.00 feet and a central angle of 99°13'29";

THENCE along said non-tangent curve to the right an arc distance of 95.25 feet to a 5/8 inch iron rod at its end, the chord of said arc bears S50°11'37"W and is 83.78' feet in length;

THENCE S29°45'11"E a distance of 114.72 feet to a 5/8 inch iron rod set;

Exhibit "A-2"
Lone Star Ranch
Lake Hill Village

4865 1157

THENCE S50°11'37"W a distance of 230.42 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 400.00 feet and a central angle of 25°32'50";

THENCE along said curve to the left an arc distance of 178.35 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S37°25'12"W and is 176.88 feet in length;

THENCE S24°38'47"W a distance of 181.77 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 500.00 feet and a central angle of 60°39'34";

THENCE along said curve to the right an arc distance of 529.40 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S54°58'44"W and is 505.02 feet in length;

THENCE S34°17'09"W a distance of 21.27 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 101.48 feet and a central angle of 26°28'17";

THENCE along said non-tangent curve to the left a distance of 46.88 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S13°20'52"E and is 46.47 feet in length;

THENCE S25°57'35"E a distance of 70.00 feet to a 5/8 inch iron rod set;

THENCE S64°02'25"W a distance of 120.00 feet to a 5/8 inch iron rod set;

THENCE S25°57'35"E a distance of 456.07 feet to a 5/8 inch iron rod set;

THENCE S70°57'35"E a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N64°02'25"E a distance of 5.50 feet to a 5/8 inch iron rod set;

THENCE S25°57'35"E a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S64°02'25"W a distance of 5.50 feet to a 5/8 inch iron rod set;

THENCE S19°02'25"W a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE S25°57'35"E a distance of 45.10 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 375.00 and a central angle of 25°35'33";

THENCE along said curve to the right an arc distance of 167.50 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S13°10'32"E and is 166.11 feet in length;

THENCE S00°22'46"E a distance of 225.24 feet to a 5/8 inch iron rod set;

THENCE S45°22'46"E a distance of 42.43 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a distance of 140.00 feet to the POINT OF BEGINNING and containing 31.030 acres of land, more or less.

Exhibit "A-3"
Lone Star Ranch
Saddle Brook Village

4665 1468

WHEREAS, LSR DEVELOPMENT INC., are the owners of a 40.819 acre tract of land situated in the DAVID E. LAWHORN SURVEY, ABSTRACT NO.727, Denton County, Texas, and also being a portion of two tracts of land described in deed to LSR DEVELOPMENT, INC. TRACT 1 recorded in County Clerk's File No. 00-R0020717 and TRACT 3 recorded in County Clerk's File No. 00-R0020713 of the Deed of Records of Denton County, Texas; said 40.817 acre tract of land being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found for the southeast corner of said TRACT 1, said iron rod also being in the center of Stewart Creek.

THENCE N00°37'52"W departing said center of Stewart Creek Road, and along the east line of said TRACT 1, a distance of 60.00 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a departing the east line of said TRACT 1, a distance of 310.20 feet to a 5/8 inch iron rod and the POINT OF BEGINNING;

THENCE S89°37'14"W a distance of 74.00 feet to a 5/8 inch iron rod set;

THENCE N45°22'46"W a distance of 42.43 feet to a 5/8 inch iron rod set;

THENCE N00°22'46"W a distance of 225.47 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 375.00 feet and a central angle of 25°D35'33";

THENCE along said curve to the left an arc distance of 167.50 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N13°10'32"W and is 166.11 feet in length;

THENCE N25°57'35"W a distance of 45.10 feet to a 5/8 inch iron rod set;

THENCE N19°02'25"E a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N64°02'25"E a distance of 5.50 feet to a 5/8 inch iron rod set;

THENCE N25°57'35"W a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S64°02'25"W a distance of 5.50 feet to a 5/8 inch iron rod set;

THENCE N70°57'35"W a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N25°57'35"W a distance of 456.07 feet to a 5/8 inch iron rod set;

THENCE N64°02'25"E a distance of 120.00 feet to a 5/8 inch iron rod set;

THENCE N25°57'35"W a distance of 70.00 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 101.48 feet and a central angle of 26°28'17";

THENCE along said curve to the right an arc distance of 46.88 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears N13°20'52"E and is 46.47 feet in length;

Exhibit "A-3"
Lone Star Ranch
Saddle Brook Village

THENCE N34°17'09"E a distance of 21.27 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 500.00 feet and a central angle of 60°39'54";

THENCE along said non-tangent curve to the left an arc distance of 529.40 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears N54°58'44"E and is 505.02 feet in length;

THENCE N24°38'47"E a distance of 181.77 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 400.00 feet and a central angle of 25°32'50";

THENCE along said curve to the right an arc distance of 178.35 feet to a 5/8 inch iron rod set at its end, the chord of said 178.35 feet arc bears N37°25'12"E and is 176.88 feet in length;

THENCE N50°11'37"E a distance of 230.42 feet to a 5/8 inch iron rod set;

THENCE N29°45'11"W a distance of 114.72 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the left having a radius of 55.00 feet and a central angle of 99°13'29";

THENCE along said non-tangent curve to the left an arc distance of 92.25 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears N50°11'37"E and is 83.78 feet in length; THENCE S49°25'01"E a distance of 114.57 feet to a 5/8 inch iron rod set;

THENCE N50°11'37"E a distance of 295.95 feet to a 5/8 inch iron rod set;

THENCE S39°48'23"E a distance of 260.00 feet to a 5/8 inch iron rod set;

THENCE S50°11'37"W a distance of 32.33 feet to a 5/8 inch iron rod set;

THENCE S01°37'46"W a distance of 13.34 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 275.00 feet and a central angle of 30°31'55";

THENCE along said curve to the left a distance of 146.54 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears S63°07'43"E and is 144.81 feet in length;

THENCE S11°36'20"W a distance of 50.00 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 325.00 feet and a central angle of 7°45'44";

THENCE along said curve to the right an arc distance of 44.03 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N74°30'48"W and is 44.00 feet in length;

THENCE S80°31'41"W a distance of 19.80 feet to a 5/8 inch iron rod set;

THENCE S50°11'37"W a distance of 101.36 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 40.00 feet and a central angle of 137°21'26";

Exhibit "A-3"
Lone Star Ranch
Saddle Brook Village

THENCE along said curve to the left an arc distance of 95.89 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S18°29'07"E and is 74.52 feet in length; said iron rod being the beginning of a curve to the right having a radius of 491.00 feet and a central angle of 3°12'56",

THENCE along said curve to the right an arc distance of 27.56 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears S88°46'18"E a distance of 27.55 feet;

THENCE N89°37'14"E a distance of 183.15 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 716.00 feet and a central angle of 26°25'01";

THENCE along said curve to the right an arc distance of 330.12 to a 5/8 inch iron rod set at its end, the chord of said arc bears S77°10'15"E and is 327.20 feet in length;

THENCE S63°57'45"E a distance of 23.58 feet to a 5/8 inch iron rod set;

THENCE N72°04'31"E a distance of 14.41 feet to a 5/8 inch iron rod set;

THENCE N27°47'27"E a distance of 3.69 feet to a 5/8 inch iron rod set;

THENCE S62°17'37"E a distance of 50.00 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 1302.00 feet and a central angle of 01°14'49";

THENCE along said curve to the right an arc distance of 28.33 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S28°19'48"W and is 28.33 feet in length;

THENCE S61°02'48"E a distance of 128.00 feet to a 5/8 inch iron rod set at the beginning of a non-tangent curve to the right having a radius of 1430.00 feet and a central angle of 09°44'44";

THENCE along said curve to the right an arc distance of 243.23 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S33°49'34"W and is 242.94 feet in length;

THENCE S38°41'55"W a distance of 300.80 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 1570.00 feet and a central angle of 11°20'02";

THENCE along said curve to the left an arc distance of 310.57 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S33°01'54"W a distance of 310.06;

THENCE S89°37'14"W a distance of 846.68 feet to a 5/8 inch iron rod set;

THENCE S00°22'46"E a distance of 403.77 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a distance of 300.00 feet to a 5/8 inch iron rod set;

THENCE S00°22'46"E a distance of 351.23 feet to the POINT OF BEGINNING and containing 40.817 acres of land, more or less.

Exhibit "A-4"
Lone Star Ranch
Quail Meadow Village

4865 1171

WHEREAS LSR DEVELOPMENT, INC. is the owner of 61.320 acre tract of land situated in the DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, and the L. WHITE SURVEY, ABSTRACT NO. 1394, Denton County, Texas, and being a part of five tracts of land described in deed to LSR DEVELOPMENT, INC. TRACT 3, and TRACT 7, recorded in County Clerk's File No. 00-R0020713, TRACT 5 recorded in County Clerk's File No. 00-R0020714, and two tracts recorded in County Clerk's File No. 00R0036137, and a part of LEWISVILLE LAKE ASSOCIATES JOINT VENTURE recorded in Volume 2765, Page 0618, and also being a part of a tract of LEBANON DEVELOPMENT 180 JOINT VENTURE recorded in Volume 2817, Page 0014 all of the Deed Records of Denton County, Texas; said 61.320 acre tract of land being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found in the center of Stewart Creek Road for the northwest corner of said TRACT 5, said iron rod also being the northwest corner of a tract described in the deed to the City Of Frisco, Texas recorded in Volume 4255, Page 1504, of the Deed Records of Denton County, Texas;

THENCE along the center of Stewart Creek Road, the same being the northerly boundary of said TRACT 5, S89°33'46"W a distance of 1294.20 feet to a 5/8 inch iron rod set for the northwest corner of the 61.368 acre tract herein described and being the POINT OF BEGINNING;

THENCE S00°34'06"E a distance of 45.00 feet to a 5/8 inch iron rod set;

THENCE S44°24'39"W a distance of 29.98 feet to a 5/8 inch iron rod set;

THENCE S00°36'39"E a distance of 767.50 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 1570.00 feet and a central angle of 06°05'22";

THENCE along said curve to the right an arc distance of 166.86 to a 5/8 inch iron rod set at its end, the chord of said arc bears S02°26'02"W and is 166.78 feet in length; and a central angle of 06°05'22";

THENCE S38°39'54"E a distance of 20.50 feet to a 5/8 inch iron rod set;

THENCE S82°56'44"E a distance of 230.85 feet to a 5/8 inch iron rod set and the beginning of a curve to the left having a radius of 960.00 feet and a central angle of 07°39'55";

THENCE along said curve to the left an arc distance of 128.43 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S86°46'42"E and is 128.34 feet in length;

THENCE N89°23'21"E a distance of 16.39 feet to a 5/8 inch iron rod set;

THENCE N44°23'21"E a distance of 14.14 feet to a 5/8 inch iron rod set;

THENCE N00°36'39"W a distance of 21.10 feet to a 5/8 inch iron rod set;

THENCE N89°19'34"E a distance of 50.00 feet to a 5/8 inch iron rod set;

THENCE S00°36'39"E a distance of 40.05 feet to a 5/8 inch iron rod set;

THENCE N89°23'21"E a distance of 115.00 feet to a 5/8 inch iron rod set;

Exhibit "A-4"
Lone Star Ranch
Quail Meadow Village

4865 1172

THENCE N00°36'39"W a distance of 40.18 feet to a 5/8 inch iron rod set;
THENCE N89°19'34"E a distance of 59.63 feet to a 5/8 inch iron rod set;
THENCE S00°40'26"E a distance of 567.67 feet to a 5/8 inch iron rod set;
THENCE N89°19'34"E a distance of 50.00 feet to a 5/8 inch iron rod set;
THENCE S00°40'26"E a distance of 96.47 feet to a 5/8 inch iron rod set;
THENCE S45°37'16"E a distance of 14.16 feet to a 5/8 inch iron rod set;
THENCE N89°25'54"E a distance of 137.08 feet to a 5/8 inch iron rod set;
THENCE S00°34'06"E a distance of 50.00 feet to a 5/8 inch iron rod set;
THENCE S89°25'54"E a distance of 3.72 feet to a 5/8 inch iron rod set;
THENCE S44°25'54"W a distance of 14.14 feet to a 5/8 inch iron rod set;
THENCE S00°34'06"E a distance of 70.00 feet to a 5/8 inch iron rod set
and the beginning of a curve to the left having a radius of 40.00 feet and
a central angle of 90°00'00";
THENCE along said curve to the left an arc distance of 62.83 feet to a
5/8 inch iron rod set at its end, the chord of said arc bears S45°34'06"E
and is 56.57 feet in length;
THENCE N89°25'54"E a distance of 361.53 feet to a 5/8 inch iron rod set;
THENCE N85°26'01"E a distance of 50.00 feet to a 5/8 inch iron rod set
at the beginning of a non-tangent curve to the left having a radius of
570.00 feet and a central angle of 52°14'55";
THENCE along said curve to the left an arc distance of 519.79 feet to a
5/8 inch iron rod set at its end, the chord of said arc bears S30°41'27"E
and is 501.97 feet in length;
THENCE S33°11'06"W a distance of 50.00 feet to a 5/8 inch iron rod set;
THENCE S34°28'54"W a distance of 74.79 feet to a 5/8 inch iron rod set;
THENCE S41°56'34"W a distance of 106.56 feet to a 5/8 inch iron rod set
at the beginning of a curve to the left having a radius of 141.97 feet and
a central angle of 42°32'59";
THENCE along said curve to the left an arc distance of 105.43 feet to a
5/8 inch iron rod set at its end, the chord of said arc bears S20°40'12"W
and is 103.02 feet in length;
THENCE S00°40'24"E a distance of 503.40 to a 5/8 inch iron rod set at the
beginning of a non-tangent curve to the left having a radius of 1560.00 feet
and a central angle of 19°08'45";

Exhibit "A-4"
Lone Star Ranch
Quail Meadow Village

THENCE along said curve to the left an arc distance of 521.28 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N80°48'26"W and is 518.86 feet in length;

THENCE S89°37'14"W a distance of 581.02 feet to a 5/8 inch iron rod set;

THENCE N00°22'46"W a distance of 755.00 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a distance of 895.20 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 1429.86 feet and a central angle of 28°32'03";

THENCE along said curve to the left an arc distance of 721.09 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears S16°05'07"W and is 704.76 feet in length;

THENCE S45°11'28"E a distance of 90.41 feet to a 5/8 inch iron rod set;

THENCE S00°22'46"E a distance of 15.00 feet to a 5/8 inch iron rod set;

THENCE S89°37'14"W a distance of 270.00 feet to a 5/8 inch iron rod set;

THENCE N00°22'46"W a distance of 15.00 feet to a 5/8 inch iron rod set;

THENCE N44°47'33"E a distance of 93.36 feet to a 5/8 inch iron rod set, and the beginning of a curve to the right having a radius of 1570.00 and a central angle of 37°00'32";

THENCE along said curve to the right an arc distance of 1014.10 feet to a 5/8 inch iron rod set for its end, the chord of said arc bears N20°11'40"E and is 996.57 feet in length;

THENCE N38°41'55"E a distance of 300.80 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 1430.00 and a central angle of 39°18'35";

THENCE along said curve to the left an arc distance of 981.10 feet to a 5/8 inch iron rod set at its end, the chord of said arc bears N19°02'38"E and is 961.97 feet in length;

THENCE N00°36'39"W a distance of 767.91 to a 5/8 inch iron rod set;

THENCE N45°30'23"E a distance of 30.11 to a 5/8 inch iron rod set;

THENCE N00°24'08"W a distance of 45.00 to a 5/8 inch iron rod set in the center of Stewart Creek Road;

THENCE in the center of Stewart Creek Road N89°33'46"E a distance of 182.33 feet to the POINT OF BEGINNING, containing 61.320 acres of land, more or less.

Exhibit "A-5"
Lone Star Ranch
Lebanon Road

4865 1174

WHEREAS, PHILLIPS ELEVEN HUNDRED, LTD.; LEBANON DEVELOPMENT 180 JOINT VENTURE; COLONY 275 JOINT VENTURE; THE CITY OF FRISCO; AND LSR DEVELOPMENT, INC., are the owners of that certain tract of land in the S. Collins Survey, Abstract No. 286, the David E. Lawhorn Survey, Abstract No. 727, The J.W. Ragland Survey, Abstract No. 1093 and the L.B. White Survey, Abstract No. 1394, situated in the City of Frisco, Denton County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod set at the Westerly Southwest corner of that certain 60.3455 acre tract of land conveyed to Sowell Property Partners-Frisco, Ltd. by deed recorded in County Clerk Document No. 99-R0035918 of the Real Property Records of Denton County, Texas;

THENCE North $35^{\circ}38'08''$ West, 1061.64 feet to an iron rod set at the beginning of a curve to the left;

THENCE Northwesterly along said curve to the left having a central angle of $54^{\circ}44'38''$, a radius of 1500.00 feet, and a chord of North $63^{\circ}00'27''$ West 1379.30 feet, an arc distance of 1433.19 feet to an iron rod set;

THENCE South $89^{\circ}37'14''$ West, 4285.29 feet to an iron rod set at the beginning of a curve to the right;

THENCE Northwesterly along said curve to the right having a central angle of $60^{\circ}00'00''$, a radius of 1500.00 feet and a chord of North $60^{\circ}22'46''$ West 1500.00 feet, an arc distance of 1570.80 feet to an iron rod set;

THENCE North $30^{\circ}22'46''$ West, 912.58 feet to an iron rod set at the beginning of a curve to the left;

THENCE Northwesterly along said curve to the left having a central angle of $57^{\circ}53'14''$, a radius of 1500.00 feet and a chord of North $59^{\circ}19'23''$ West 1451.85 feet, an arc distance of 1515.48 feet to an iron rod set;

THENCE North $88^{\circ}16'$ West, 183.53 feet to an iron rod set on the East right-of-way line of F.M. Highway No. 423 (90.0 feet wide);

THENCE North $1^{\circ}44'$ East along said East right-of-way line F.M. Highway No. 423, 62.0 feet to an iron rod set;

THENCE South $88^{\circ}16'$ East, 175.38 feet to an iron rod set at the beginning of a curve to the right;

Exhibit "A-5"
Lone Star Ranch
Lebanon Road

4865 1175

THENCE Southeasterly along said curve to the right having a central angle of $27^{\circ}33'29''$, a radius of 1577.63 feet and a chord of South $74^{\circ}29'15''$ East 751.51, an arc distance of 758.81 feet to an iron rod set at the beginning of a curve to the right;

THENCE Southeasterly along said curve to the right having a central angle of $30^{\circ}19'45''$, a radius of 1560.00 feet and a chord of South $45^{\circ}32'38''$ East 816.17 feet, an arc distance of 825.77 feet to an iron rod set;

THENCE South $30^{\circ}22'46''$ East, 912.58 feet to an iron rod set at the beginning of a curve to the left;

THENCE Southeasterly along said curve to the left having a central angle of $60^{\circ}00'00''$, a radius of 1440.00 feet and a chord of South $60^{\circ}22'46''$ East 1440.00 feet, an arc distance of 1507.96 feet to an iron rod set;

THENCE North $89^{\circ}37'14''$ East, 4285.29 feet to an iron set at the beginning of a curve to the right;

THENCE Southeasterly along said curve to the right having a central angle of $54^{\circ}44'38''$, a radius of 1560.00 feet and a chord of South $63^{\circ}00'25''$ East 1434.47 feet, an arc distance of 1490.53 feet to an iron rod set;

THENCE South $35^{\circ}38'08''$ East, 1035.63 feet to an iron rod set on the Westerly line of the above mentioned 60.3455 acre tract, said point being on a curve to the right;

THENCE along said Westerly line of said 60.3455 acre tract as follows:

Southwesterly along said curve to the right having a central angle of $3^{\circ}02'23''$, a radius of 800.0 feet and a chord of South $51^{\circ}35'$ West 42.44 feet, an arc distance of 42.44 feet to an iron rod set;

South $0^{\circ}42'06''$ West, 29.72 feet to the PLACE OF BEGINNING and containing 15.1294 acres of land, more or less.

EXHIBIT B

Mandatory Common Services

**Mandatory
Common Services**

1. Sewer
2. Water
3. Electric
4. Gas
5. Telephone Service (local)

4855 1177

STREET ROW

4' RET. WALL
EASEMENT AREA

RETAINING
WALL

COMMON BOUNDARY

SERVIENT
ESTATE

COMMON BOUNDARY

DOMINANT
ESTATE

COMMON BOUNDARY

ALLEY ROW

EXHIBIT "G"

CONSENT

The undersigned, as beneficiary of certain Deeds of Trust, Security Agreements and Assignments of Leases and Rents (the "Deeds of Trust"), dated March 12, 2000, executed by the Declarant in favor of the undersigned and recorded in the Real Property Records of Denton County, Texas and certain other Loan Documents, as such term is defined in such Deeds of Trust (such Deeds of Trust and such Loan Documents being hereinafter collectively referred to as the "Loan Documents"), which Loan Documents, among other things, (a) encumber the Property, as such term is defined in the Declaration, and (b) collaterally assign to the undersigned a first priority security interest in and to all rights, titles and interests of the Declarant under the foregoing Declaration of Covenants, Conditions and Restrictions for Loan Star Ranch Residential Properties (the "Declaration"), hereby consents to the foregoing Declaration, and subject to the provisions hereinafter contained, consents to Declarant's execution and recording of the Common Services Easements and Restrictions which is attached to the Declaration as Exhibit "F", and agrees that, except in regard to such Common Services Easements and Restrictions and all rights and provisions set forth in or granted pursuant to the Declaration in regard to such Common Services Easements and Restrictions, as to which all of the Loan Documents are and shall continue to be superior, notwithstanding such consent to the execution and recording of such Common Services Easements and Restrictions, said Loan Documents are hereby made subject and subordinate to such Declaration; provided, however, this consent and subordination are subject to the following reservations and conditions:

- (i) Declarant may neither make nor consent to any amendment to the Declaration or the Designs Guidelines, as such term is defined in the Declaration, without the undersigned's prior written consent, which consent may be granted or withheld at the sole discretion of the undersigned, so long as the undersigned is either a Declarant Mortgagee, as such term is defined in the Declaration, or has acquired by foreclosure or deed in lieu of foreclosure pursuant to the Loan Documents, and continues to own, any of the property encumbered by the Declaration;
- (ii) Declarant may not assign its status, or any of its rights as, the Declarant or as the Class "B" Member in the Association or under the Declaration or any of Declarant's Reserved Easements, as such term is defined in the Declaration, to any Person, as such term is defined in the Declaration, without the undersigned's prior written consent, which may be granted or withheld at the sole discretion of the undersigned, so long as the undersigned is either a Declarant Mortgagee or has acquired by foreclosure or deed in lieu of foreclosure pursuant to the Loan Documents, and continues to own, any of the property encumbered by the Declaration;

- (iii) The undersigned shall not be obligated to release any Common Areas, as such term is defined in the Declaration, from the liens, security interests and other provisions of the Loan Documents unless the undersigned approves, in the undersigned's sole discretion, the location, size and other relevant attributes of such Common Areas;
- (iv) No property other than the property described on Exhibit "A" to the Declaration may be subjected to the Declaration, no property subjected to the Declaration may be removed therefrom and no additional covenants or easements may be imposed in regard to any property encumbered by the Declaration unless the undersigned first consents in writing to such action, which consent may be granted or withheld at the sole discretion of the undersigned, so long as the undersigned is either a Declarant Mortgagee or has acquired by foreclosure or deed in lieu of foreclosure pursuant to the Loan Documents, and continues to own, any of the property encumbered by the Declaration;
- (v) The undersigned shall have the unilateral right to elect to succeed to Declarant's role and status as Declarant (and as Class "B" Member) under the Declaration and in regard to the Association, as such term is defined in the Declaration, if the undersigned forecloses on any of the Loan Documents and/or accepts a deed in lieu of foreclosure in regard to any of the property encumbered by the Declaration and succeeds to ownership of all or any portion of such property, which election shall be evidenced by a written election signed by the undersigned and recorded in the real property records of the county or counties where such property is located;
- (vi) The undersigned is the Declarant Mortgagee and there is no other Declarant Mortgagee;
- (vii) No Supplemental Declaration, as such term is defined in the Declaration, will be effective unless it is consented to in writing by the undersigned so long as the undersigned is either a Declarant Mortgagee or has acquired by foreclosure or deed in lieu of foreclosure pursuant to the Loan Documents, and continues to own, any of the property encumbered by the Declaration;
- (viii) Without the prior written consent of the undersigned, which may be granted or withheld at the sole discretion of the undersigned, neither the Declarant nor the Association may designate any of the property encumbered by the Declaration as contemplated by Section 4.6 and Section 4.8 of the Declaration, so long as the undersigned is either a Declarant Mortgagee or has acquired by foreclosure or deed in lieu of foreclosure pursuant to the Loan Documents, and continues to own, any of the property encumbered by the Declaration; and
- (ix) If the undersigned should acquire any of the rights of the Declarant under the

4865 1460

Declaration, the undersigned shall have the absolute right to remove any or all members of either or both Committees, as such term is defined in the Declaration, and appoint new member of such Committees.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be signed by its duly authorized officer on its behalf on this 22nd day of June, 2001.

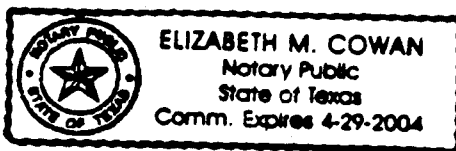
BEAL BANK, S.S.B.,
a savings bank organized under the laws of the
State of Texas

By: W T Saurenmann
Name: W. T. Saurenmann
Title: S.V.P.

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on this 22nd day of June, 2001, by William T. Saurenmann, Senior Vice President of **BEAL BANK, S.S.B.**, a savings bank organized under the laws of the State of Texas, on behalf of said bank.



Elizabeth M. Cowan
Notary Public, State of Texas
My Commission Expires: 4-29-04

4865 11-81

After recording return to:

Jerry W. Ragsdale
Land Advisors
4265 Kellway Circle
Addison, TX 75001

Cynthia Mitchell
COUNTY CLERK
DENTON COUNTY, TEXAS

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

On Jun 25 2001
At 11:33am

Receipt #: 31648
Recording: 385.00
Doc/Mgt: 6.00
Doc/Num: 2001-R0061496
Doc/Type: DEC
Deputy -ELIZABETH

THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**RESOLUTION REGARDING DUE DATE OF ANNUAL ASSESSMENT**

WHEREAS, the Association has authority pursuant to Article XI, Section 11.1(c) of the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch Residential Properties (the "Declaration") to establish the due dates of assessments against Owners of Lots located within Lone Star Ranch, a planned community located in Denton County, Texas (the "Development"); and

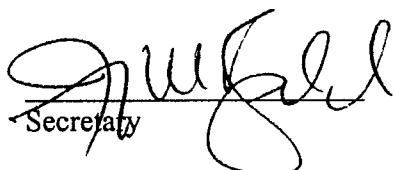
WHEREAS, the Board of Directors (the "Board") has previously adopted an Assessment Collection Policy which established the due date of the annual assessment as the first day of January of each year; and

WHEREAS, the Board desires to change the due date of the annual assessment from January 1st of each year to a semi-annual installments due January 1st and July 1st of each year.

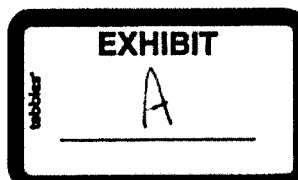
NOW, THEREFORE, IT IS RESOLVED that the due date of the semi-annual installments of the annual assessment is January 1st and July 1st of each year.

IT IS FURTHER RESOLVED that this Resolution replaces and supersedes in all respects all prior policies and resolutions with respect to the due date of the annual assessment 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 April 3, 2003, and has not been modified, rescinded or revoked.

DATE: 3 April 2003
Secretary

F:\RWB\WP\FRESOL\COLLECT.DUEDATELSR



5427 000703

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 COLLIN)
I hereby certify that this instrument was FILED in the File Number Sequence on the date
and the time indicated hereon by me, and was duly RECORDED, in the Official Public
Records of Real Property of Collin County, Texas on

MAY 29 2003

Brenda Taylor



Filed for Record in:
Collin County, McKinney TX
Honorable Brenda Taylor
Collin County Clerk

On May 29 2003
At 10:01am

Doc/Num : 2003- 0098459

Recording/Type: NU 15.00
Receipt #: 20754

THE HOMEOWNERS' ASSOCIATION OF LONE STAR RANCH, INC.
RESOLUTION ADOPTED BY UNANIMOUS CONSENT
OF DIRECTORS

Policy for Grandfathering of Existing Fence Placements

Pursuant to the provisions of Article 9.10 of the Texas Business Corporation Act, as amended, the undersigned, being all the Directors of the Homeowners' Association of Lone Star Ranch, Inc. (the "Association"), hereby agree to the actions set forth below upon the unanimous written consent of the Directors, at a meeting held on such date with a majority of Directors present in person or by proxy and unanimously voting in favor thereof. This written consent shall be filed in the County Records of the Association as part of the dedicatory instruments of the Association.

WHEREAS, Article III, C., Section 3.17, **Powers**, of the Bylaws of the Association grants the Board all powers for the administration of the affairs of the Association which are granted by law and the Declaration of Covenants, Conditions and Restrictions for Lone Star Ranch (the "Declaration"); and

WHEREAS, there is a need to provide a policy for the grandfathering of fences that were installed prior to April 1, 2008; and

WHEREAS, the Board believes that it is in the best interest of the Association to adopt a policy for grandfathering of fences that were installed prior to April 1, 2008, in locations that may be in violation of the Declaration, Pursuant to Article XII, Section 12.5 of the Declaration, the Association may authorize variances from compliance with the Design Guidelines and any required procedures when circumstances such as, topography, natural obstructions, hardship or aesthetic or environmental considerations so require; and,

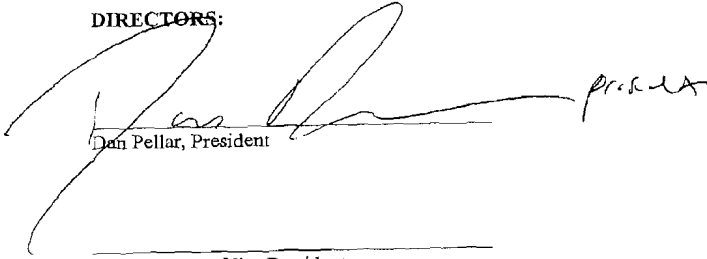
WHEREAS, because of the lack of oversight due to excessive growth in a short period of time of new construction in regards to the placement of fences on Lots, many owners are not aware that their fence may be constructed in violation of the Design Guidelines and requiring Owners to relocate fences on their Lots in light of this fact would create an unreasonable hardship upon those Owners.

NOW THEREFORE, BE IT RESOLVED THAT the Board does hereby adopt the following policy:

1. The Board of Directors does hereby grant each homeowner occupied homes, with exception of all builder lots, a variance from the Design Guidelines of the Association relating to the placement of fences on Lots such that any fence constructed on a Lot prior to April 1, 2008 shall be allowed to remain in its current location until such time as the fence is in need of replacement. When a fence is in need of replacement, the Owner of the fence shall be required to submit an application to the ARC for the construction and relocation of the fence to a location which is in compliance with the governing documents of the Association in effect at the time of the application.

IN WITNESS WHEREOF, the undersigned have subscribed their names as all the Directors of the Association, effective as of April 1, 2008.

DIRECTORS:

 *pro. s. a.*
Dan Pellar, President

Dan Mahoney, Vice President

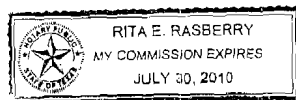
Lori Wolfe, Secretary

Todd Shaddock, Member at Large

Don Plunk, Member at Large

Return after Recording to:
Lone Star Ranch HOA
5150 Beacon Hill
Frisco, TX. 75070

(Seal)



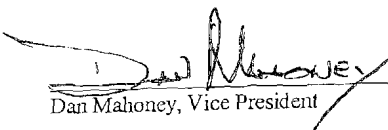
Subscribed and sworn to before me this 8th day of October, 2008.


Notary

My Commission Expires 7-30-2010

DIRECTORS:

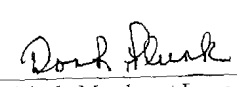
Dan Pellar, President



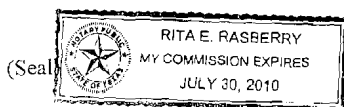
Dan Mahoney, Vice President

Lori Wolfe, Secretary

Todd Shaddock, Member at Large



Don Plunk, Member at Large



Subscribed and sworn to before me this 2nd day of October, 2008.



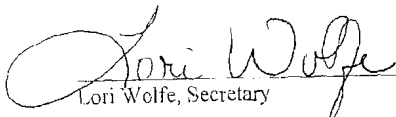
Notary

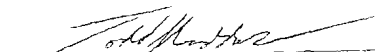
My Commission Expires 7-30-2010

DIRECTORS:

Dan Peljar, President

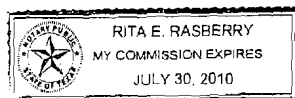
Dan Mahoney, Vice President


Lori Wolfe, Secretary


Todd Shaddock, Member at Large

Don Plunk, Member at Large

(Seal)



Subscribed and sworn to before me this 2nd day of October, 2008.


Notary

My Commission Expires 7-30-2010.

**ASSUMED NAME CERTIFICATE
OF THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

**NAME UNDER WHICH THE BUSINESS OR PROFESSIONAL SERVICE IS BEING
CONDUCTED:**

Lone Star Ranch Homeowners Association
5150 Beacon Hill Drive
Frisco, Texas 75034

1. The name of the incorporated business as stated in its Articles of Incorporation is: The Homeowners Association of Lone Star Ranch, Inc.
2. The entity filing the assumed name is a Nonprofit Corporation.
3. The state, county, or other jurisdiction of formation is: Texas.
4. The registered office or similar office address of the entity in its jurisdiction of formation is:
2591 Dallas Parkway, Suite 300, Frisco, Texas 75034
5. The entity's principal office address in Texas is: 5150 Beacon Hill Drive, Frisco, Texas 75034.
6. The period during which the assumed name will be used is December 16, 2011, through
December 15, 2021.
7. The county where business or professional services are being or are to be conducted or rendered
under the assumed name are: Collin and Denton County, Texas.

IN WITNESS WHEREOF, the undersigned I have hereunto subscribed my name and affixed the seal of
said Association this 16th day of December, 2011.

**THE HOMEOWNERS ASSOCIATION
OF LONE STAR RANCH, INC.**

By: Deborah C. Pasha

Name: Deborah C. Pasha

Title: President

Filed 12-16-2011
Collin County Clerk
24
Deputy

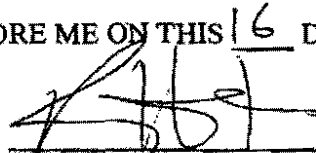


20111216060089560 12/16/2011 01:50:12 PM VAVO 1/2

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

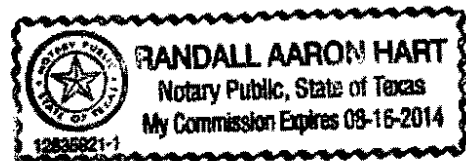
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 16 DAY OF
December, 2011.



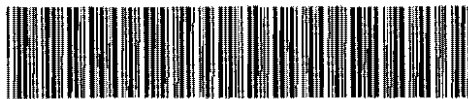
Notary Public in and for the State of Texas

My commission expires: 8/16/14

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



Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2011 00120333

Instrument Number: 2011-120333

Recorded On: December 16, 2011

As
Assumed Name+

Parties: THE HOA OF LONE STAR RANCH INC

To

Number of Pages: 3

Comment:

(Parties listed above are for Clerks reference only)

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

Assumed Name+	10.00
Total Recording:	10.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

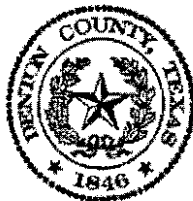
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2011-120333
Receipt Number: 856014
Recorded Date/Time: December 16, 2011 02:06:50P
User / Station: K Duarte - Cash Station 3

Record and Return To:

THE PELLAR LAW FIRM PLLC
2591 DALLAS PKWY STE 300
FRISCO TX 75034



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

**ASSUMED NAME CERTIFICATE
OF THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.**

**NAME UNDER WHICH THE BUSINESS OR PROFESSIONAL SERVICE IS BEING
CONDUCTED:**

Lone Star Ranch Homeowners Association
5150 Beacon Hill Drive
Frisco, Texas 75034

1. The name of the incorporated business as stated in its Articles of Incorporation is: The Homeowners Association of Lone Star Ranch, Inc.
2. The entity filing the assumed name is a Nonprofit Corporation.
3. The state, county, or other jurisdiction of formation is: Texas.
4. The registered office or similar office address of the entity in its jurisdiction of formation is: 2591 Dallas Parkway, Suite 300, Frisco, Texas 75034
5. The entity's principal office address in Texas is: 5150 Beacon Hill Drive, Frisco, Texas 75034.
6. The period during which the assumed name will be used is December 16, 2011, through December 15, 2021.
7. The county where business or professional services are being or are to be conducted or rendered under the assumed name are: Collin and Denton County, Texas.

IN WITNESS WHEREOF, the undersigned I have hereunto subscribed my name and affixed the seal of said Association this 16th day of December, 2011.

**THE HOMEOWNERS ASSOCIATION
OF LONE STAR RANCH, INC.**

By: Mubrah C Pasha

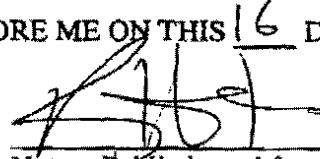
Name: Mubrah C Pasha

Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

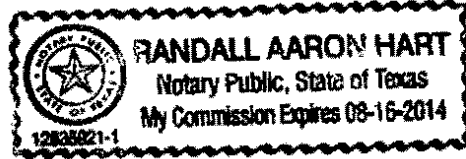
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 16 DAY OF
December, 2011.



Notary Public in and for the State of Texas

My commission expires: 8/16/14

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





Office of the Secretary of State

CERTIFICATE OF FILING OF

THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC.

File Number: 161156201

Assumed Name:

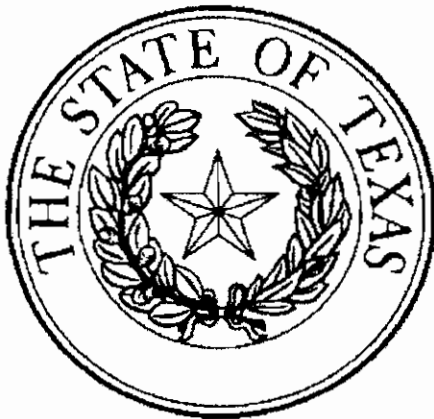
Lone Star Ranch Homeowners Association

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 12/19/2011

Effective: 12/19/2011



A handwritten signature in cursive script, reading "Hope Andrade".

Hope Andrade
Secretary of State

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

Form 503
(Revised 05/11)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$25



Assumed Name Certificate

This space reserved for office use.

FILED
in the Office of the
Secretary of State of Texas
DEC 19 2011
Corporations Section

Assumed Name

1. The assumed name under which the business or professional service is, or is to be, conducted or rendered is: Lone Star Ranch Homeowners Association

Entity Information

2. The legal name of the entity filing the assumed name is:

The Homeowners Association of Lone Star Ranch, Inc.

State the name of the entity as currently shown in the records of the secretary of state or on its organizational documents, if not filed with the secretary of state.

3. The entity filing the assumed name is a: (Select the appropriate entity type below.)

- | | |
|---|--|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Limited Liability Company |
| <input checked="" type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Professional Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Professional Association | <input type="checkbox"/> Cooperative Association |
| <input type="checkbox"/> Other | |

Specify type of entity. For example, foreign real estate investment trust, state bank, insurance company, etc.

4. The file number, if any, issued to the entity by the secretary of state is: 161156201

5. The state, country, or other jurisdiction of formation of the entity is: Texas

6. The registered office or similar office address of the entity in its jurisdiction of formation is:

2591 Dallas Parkway, Suite 300

Street Address

<u>Frisco</u>	<u>Texas</u>	<u>USA</u>	<u>75034</u>
<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip or Postal Code</i>

7. The entity's principal office address in Texas is: (See instructions.)

<u>5150 Beacon Hill Drive</u>	<u>Frisco</u>	<u>TX</u>	<u>75034</u>
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip or Postal Code</i>

8. The entity is not organized under the laws of Texas and is not required by law to maintain a registered agent and registered office in Texas. Its office address outside the state is:

<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip or Postal Code</i>
-----------------------	-------------	--------------	---------------------------

Period of Duration

☒ 9a. The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.

OR

☐ 9b. The period during which the assumed name will be used is _____ years from the date of filing with the secretary of state (not to exceed 10 years).

OR

☐ 9c. The assumed name will be used until _____ (not to exceed 10 years).
mm/dd/yyyy

County or Counties in which Assumed Name Used

10. The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

☐ All counties

☐ All counties with the exception of the following counties: _____

☒ Only the following counties: Denton & Collin

Execution

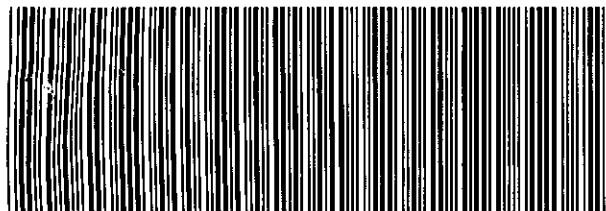
The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date:

12/16/11

Deborah C. Pasha
Deborah C. Pasha, President

Signature of a person authorized by law to sign on behalf of the identified entity (see instructions)



VG-19-2016-104573

Denton County
Juli Luke
County Clerk

Instrument Number: 104573

Real Property Recordings
AGREEMENT

Recorded On: August 24, 2016 01:08 PM

Number of Pages: 16

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

Total Recording: 86.00

***** **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: 104573
Receipt Number: 20160824000420
Recorded Date/Time: August 24, 2016 01:08 PM
User: Michele B
Station: Station 5

Record and Return To:

RHONDA VAN TASSELL
1800 PRESTON PARK BLVD STE 101
PLANO TX 75093



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING RETURN TO:
City of Frisco
ATTN: Director of Public Works
11300 Research Road
Frisco, Texas 75034

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into by and between the CITY OF FRISCO, TEXAS, a Texas home-rule municipality ("City"), and THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH, INC. D/B/A LONE STAR RANCH HOMEOWNERS ASSOCIATION, a Texas Corporation ("User"). City and User are sometimes referred to collectively as the "Parties" or individually as a "Party."

WHEREAS, City has existing easement rights in and/or is the fee simple owner of certain property identified on the Final Plat for Stone Creek Village Phase I filed for Record in the Denton County Land Records on May 14, 2001 at 2:55 p.m. as Document Number 2001-R0045546 and on the Final Plat for Stone Creek Village Phase 2, filed for Record in the Denton County Land Records on September 21, 2006 at 3:31 p.m. as Document Number 117004 (collectively, "Property"). The Final Plats, which more particularly describe and/or depict the Property, are incorporated herein by reference for all purposes; and

WHEREAS, User desires permission to install, construct and maintain soil anchors and appurtenances thereto, as described and/or depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes (individually and collectively, "Encroaching Facilities"), which are necessary to stabilize one or more retaining walls, within the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facilities on the Property subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and User do hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of City and the authorized representative of User.

2. Location of Encroaching Facilities. City hereby grants a nonexclusive license to User so that User may, at its own cost and expense, locate, install, construct, maintain and repair the Encroaching Facilities within those portions of the Property as generally depicted and described in Exhibit A, subject to the terms and conditions of this Agreement. User shall ensure that any third party and/or contractor of User engaged in installing, maintaining or repairing the Encroaching Facilities abide by the terms and conditions set forth herein as well as the general construction limitations described in Exhibit B, attached hereto and incorporated herein for all purposes. User shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of User engaged in installing, maintaining or repairing the Encroaching Facilities.

3. Restrictions on Use of Property. In using the Property for the purposes described herein, User shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances in, on or connected with the Encroaching Facilities. At the conclusion of any construction, User shall ensure that any third party and/or contractor of User engaged in installing, maintaining or repairing the Encroaching Facilities shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the User's construction thereon or in proximity thereto, with the exception of the encroachments permitted herein. User shall ensure that any third party and/or contractor of User engaged in installing, maintaining or repairing the Encroaching Facilities does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, User shall not place in or on the Property any other improvements unless approved in advance in writing by City. User shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of User engaged in installing, maintaining or repairing the Encroaching Facilities. At the conclusion of any construction, User shall require any third party and/or contractor of User engaged in installing, maintaining or repairing the Encroaching Facilities to remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of User's construction thereon or in proximity thereto, with exception to the encroachments permitted herein. Any modification, alteration, expansion or other addition to the Encroaching Facilities, or any portion thereof, is prohibited without the prior written consent of City

4. Maintenance of Encroaching Facilities. User, at User's sole cost and expense, shall maintain the Encroaching Facilities in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of construction, reconstruction, operation, maintenance or removal of User's Encroaching Facilities. If City notifies User of any deficiencies in any such maintenance or repair of the Encroaching

Facilities, User shall notify the contractor or third party responsible to the User for the maintenance of the Encroaching Facilities, and User shall ensure that necessary repairs are made within the earlier of (a) thirty (30) days after the date of such notice or the (b) an alternate date reasonably demanded by City. If City notifies User of any deficiencies in any such maintenance or repair of the Encroaching Facilities, and User shall thereafter fail to ensure that such maintenance or repair is completed within the required time period, then City may require User to promptly remove the Encroaching Facilities or contract, at User's sole cost and expense, for the repair or maintenance of the Encroaching Facilities. Unreasonable failure or delay by City in issuing any necessary permits or an inability to perform any needed maintenance or repairs due to seasonal conditions, if agreed to by City in its reasonable discretion, will not be deemed a failure by User or its contractor or third party to complete the repairs or maintenance within the required period under this paragraph.

5. Removal of Encroaching Facilities. City is entitled to remove one or more of the Encroaching Facilities as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City will notify User of any intent to remove one or more of the Encroaching Facilities, and upon receiving such notice, User shall notify the contractor or third party responsible to the User for the maintenance of the Encroaching Facilities, and User shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or the (b) an alternate date reasonably demanded by City. If City notifies User of its intent to remove one or more of the Encroaching Facilities, and User shall thereafter fail to ensure that removal is completed within the required time period, then City may require User to promptly remove the Encroaching Facilities or contract, at User's sole cost and expense, for the removal of the Encroaching Facilities. Unreasonable failure or delay by City in issuing any necessary permits or an inability to perform the removal due to seasonal conditions, if agreed to by City in its reasonable discretion, will not be deemed a failure by User or its contractor or third party to complete the removal within the required period under this paragraph. Notwithstanding anything to the contrary, if the removal is necessitated by an emergency, no notice is required. If so removed, City has no obligation to replace the affected portions of the Encroaching Facilities upon completion of such work, but User is authorized to do so at its sole cost and expense.

6. Risk and Liability. User assumes all risks and liability resulting or arising from or relating to User's use of the Property, the Encroaching Facilities, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. It is further agreed that City shall not be liable, whatsoever, for any damage to the Encroaching Facilities as a result of City's use or enjoyment of the rights provided it in the Property. Any City property and/or infrastructure damaged or destroyed by User or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom User is legally responsible, shall be repaired or replaced by City at User's sole cost and expense and payment is due immediately upon User's receipt of an invoice from City. Within five (5) days of

completion of the initial installation of the Encroaching Facilities, User, at User's sole cost and expense, shall place signs alerting the public, including workers who may be engaged in excavation or other work in or near the Property, of the presence of the Encroaching Facilities. Such signs shall be permanently affixed to the retaining wall at eye level and shall be placed approximately fifteen (15) feet apart for the entire portion of the Property in which the Encroaching Facilities are installed. User shall submit the proposed language for the signs to City for approval prior to placing the signs, and User is solely responsible for maintaining, repairing and replacing the signs. The text of the signs shall be at least one-inch in height and shall be maintained so that the text is clearly visible.

7. INDEMNIFICATION. USER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND/OR ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS PARAGRAPH), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF EITHER OF USER, ITS MEMBERS, OFFICERS, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM USER IS LEGALLY RESPONSIBLE; PROVIDED, HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH 7 SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT IT RESULTS SOLELY AND DIRECTLY FROM THE NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND/OR ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH USER AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO CITY UNDER TEXAS LAW.

FURTHER PROVIDED THAT NOTHING IN THIS PARAGRAPH SHALL PREVENT THE USER FROM SEEKING DAMAGES OR THE RIGHT TO DEFEND, INDEMNIFY, OR HOLD HARMLESS FROM THE USER'S CONTRACTOR, SUBCONTRACTORS OR THIRD PARTIES FOR WHOM THE USER IS LEGALLY RESPONSIBLE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO

APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY USER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF USER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF USER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. USER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF USER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND USER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE PROVISIONS OF THIS PARAGRAPH 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON, ENTITY OR THIRD PARTY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. No "Permit." NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC. GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. USER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Default/Remedies. It is understood and agreed that if User, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom User is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of thirty (30) days after City notifies User of such default in writing, City may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of User's rights hereunder shall cease and terminate. This Agreement shall also terminate upon User's abandonment of the Encroaching Facilities.

10. Miscellaneous Provisions.

a. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United

States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to Frisco, addressed to it at:

City of Frisco
Attention: George Purefoy, City Manager
6101 Frisco Square Boulevard, 5th Floor
Frisco, Texas 75034
Telephone: (972) 292-5105
Facsimile: (972) 292-5122
Email: gpurefoy@friscotexas.gov

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to User, addressed to it at:

Board President
Homeowners' Association of Lone Star Ranch, Inc.
5150 Beacon Hill
Frisco, TX 75034
Phone: 972-370-9700
Fax: (214)370-9713
Email: president@lsrfrisco.com

with a copy to:

RTI Community Management Associates, Inc.
c/o Rhonda Van Tassell
1800 Preston Park Blvd., Ste. 101
Plano, Texas 75093
Phone: (972) 943-2800
Fax: (214) 778-0576
Email: rvantassell@cmamanagement.com

b. Attorney's Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing Party may recover its reasonable and necessary attorney's fees from the non-prevailing Party as permitted by Section 271.153, TEX. LOC. GOV'T CODE, as it exists or may be amended, if applicable.

c. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

d. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

e. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other Parties.

f. Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date of this Agreement.

g. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

h. Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

i. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement,

and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

j. Assignment. This Agreement is not assignable.

k. Indemnification. The Parties agree that the Indemnity provision set forth in Paragraph 7 herein are conspicuous, and the Parties have read and understood the same.

l. Waiver. Waiver by either Party of any breach of this Agreement, or the failure of either Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

m. Sovereign Immunity. The Parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

n. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

CITY OF FRISCO, TEXAS,

a home-rule municipality

By: George Purefoy
George Purefoy, City Manager

Date: 8-23-16

THE HOMEOWNERS ASSOCIATION
OF LONE STAR RANCH d/b/a LONE
STAR HOMEOWNERS ASSOCIATION,
a Texas Corporation

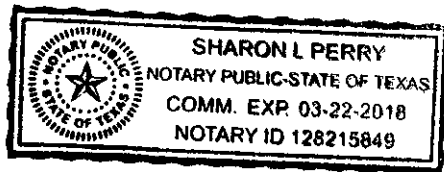
By: Debbie Pasha
Debbie Pasha, Board President

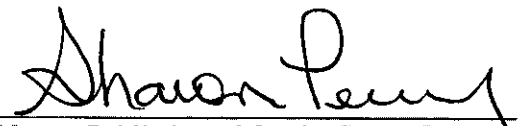
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **George Purefoy**, known to me to be the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the city manager and duly authorized representative of the **CITY OF FRISCO, TEXAS**, a Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the **CITY OF FRISCO, TEXAS**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of August, 2016.

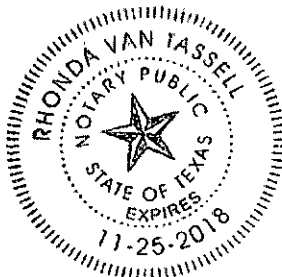


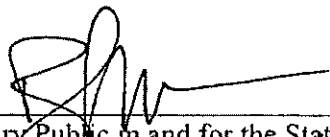

Notary Public in and for the State of Texas
My Commission Expires: 3-22-18

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Debbie Pasha**, known to me to be the person whose name is subscribed to the foregoing instrument; she acknowledged to me that she is the President of the Board of Directors and duly authorized representative of **THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH**, a Texas corporation, and that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of **THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH**, pursuant to its Bylaws.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.




Notary Public in and for the State of Texas
My Commission Expires: 11/25/18

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

CITY OF FRISCO, TEXAS,

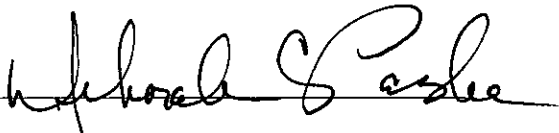
a home-rule municipality

By: _____

George Purefoy, City Manager

Date: _____

THE HOMEOWNERS ASSOCIATION
OF LONE STAR RANCH d/b/a LONE
STAR HOMEOWNERS ASSOCIATION,
a Texas Corporation

By:  _____

Debbie Pasha, Board President

Date: 8/22/14

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **George Purefoy**, known to me to be the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the city manager and duly authorized representative of the **CITY OF FRISCO, TEXAS**, a Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the **CITY OF FRISCO, TEXAS**.

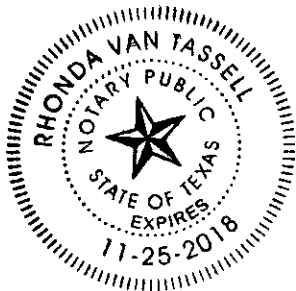
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Debbie Pasha**, known to me to be the person whose name is subscribed to the foregoing instrument; she acknowledged to me that she is the President of the Board of Directors and duly authorized representative of **THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH**, a Texas corporation, and that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of **THE HOMEOWNERS ASSOCIATION OF LONE STAR RANCH**, pursuant to its Bylaws.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of August, 2016.



Notary Public in and for the State of Texas
My Commission Expires: 11/25/18

THREE RIDGE DRIVE

FRONT ELEVATION

SIDE ELEVATION

DETAIL OF WALL CROSS-SECTION

REINFORCING PLAN
RETAINING WALL
GRAY LOW GROUP

LOT: BLOCK:
LONE STAR
LONE STAR RANCH PARKWAY
FRISCO, TEXAS

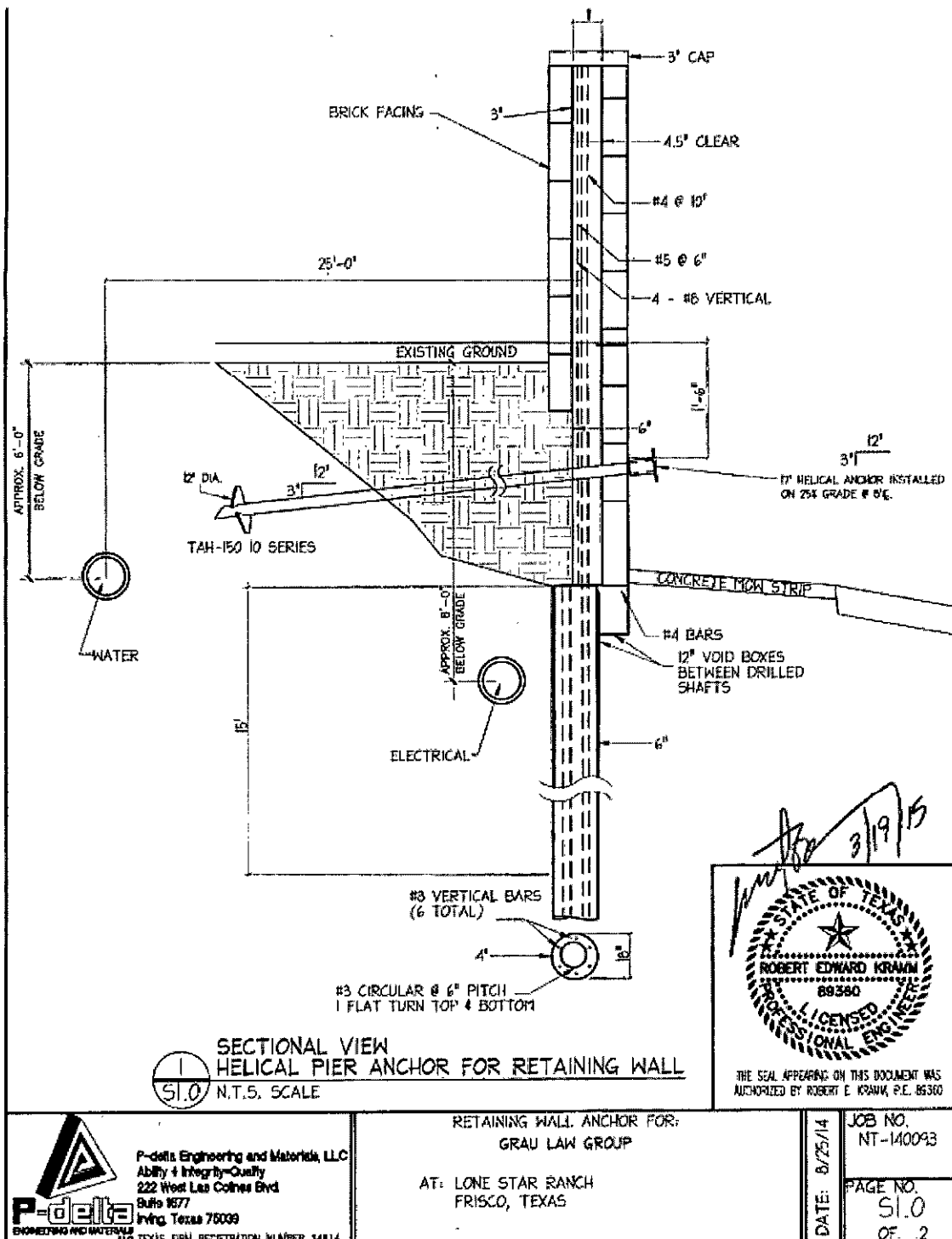
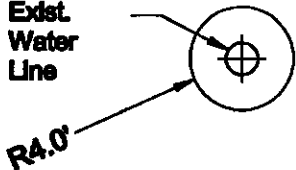


EXHIBIT B
Construction Limitations within the Property

EXHIBIT B Construction Limitations within the Property					
<div style="display: flex; align-items: center; justify-content: space-between;"><div style="text-align: center;"><p>Exist. Water Line</p><p>R4.0'</p></div><div style="text-align: left; padding-top: 20px;"><p>All Structural supports must be a minimum of 4' from the center of the waterline and in the lower quadrant of the 4' radius or beyond. The supports cannot be under the water line.</p></div></div>					
CITY OF FRISCO 11300 RESEARCH RD. (972) 292-5821 FRISCO, TX. 75033 FX.(972) 731-4960	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; padding: 2px;">DRAWN: DAF</td><td style="width: 50%; padding: 2px;">DATE: 5-9-2016</td></tr><tr><td colspan="2" style="padding: 2px;">PATH: h:\GDS\Encroachment\Exhibit B.DWG</td></tr></table>	DRAWN: DAF	DATE: 5-9-2016	PATH: h:\GDS\Encroachment\Exhibit B.DWG	
DRAWN: DAF	DATE: 5-9-2016				
PATH: h:\GDS\Encroachment\Exhibit B.DWG					