

**FIRST AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WDL HOMEOWNERS ASSOCIATION**

STATE OF TEXAS

COUNTY OF ELLIS

KNOW ALL PERSONS BY THESE PRESENTS

THIS FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WDL HOMEOWNERS ASSOCIATION INC., (as may be further amended from time to time, the "Declaration") is made by, WOODSTONE DEVELOPMENT LTD., as a Texas limited partnership ("Declarant").

WITNESSETH:

Declarant, as the owner of the real property described in Exhibit A, intends by recording this Declaration in the Official Public Records of Ellis County, Texas, to create general plan of development for a single family home planned community, with a retail/commercial component, known or to be known as "Woodstone" (the "subdivision") and to amend and restate, in its entirety, that certain Declaration of Covenants, Conditions and Restrictions for WDL Homeowners Association, recorded in the Official Public Records of Ellis County, Texas on September 24, 2021 under instrument number: 2142342 (the "Original Declaration").

This Declaration provides for the overall development, administration, maintenance, and preservation of the real property now and hereafter comprising the Property (as hereinafter defined) and to establish architectural review and controls with respect to the Restricted Outparcels in accordance with the terms of as set forth in this Declaration and any amendment there to. An integral part of the development plan is the creation of WDL Homeowners Association INC., a Texas non-profit corporation, or other named non-profit corporation formed to perform the duties of the "Association" hereunder, whose members shall be all owners of real property subjects to this Declaration, to own, operate, and/or maintain various common areas and community improvements (herein referred to as the "Common Properties" and as more particularly defined below) and to administer and enforce the covenants, conditions, restrictions, and easements set forth in this declaration.

Declarant further desires to provide for the preservation, administration, and maintenance of portions of Subdivision, and to protect the value, desirability, and attractiveness of the Property therein. As an integral part of the development plan, Declarant deems it advisable to create the Association to perform these functions and activities more fully described in this Declaration and the other Documents described below.

NOW, THEREFORE, Declarant hereby declares that the property described in EXHIBIT A, and any additional property which is subject to this Declaration in the future in accordance with Article XIV of this Declaration, which shall run with the title to such property. This Declaration shall be

binding upon all Persons having any right, title, or interests in any portion of the Property, their heirs, successors, successors-in-title, and assigns.

ARTICLE I

DEFINITIONS

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

- (a) “Architectural Control Committee” and/or “ACC” shall mean and refer to the architectural review body for the Property, as described in Article III. Throughout this Declaration the names Architectural Review Committee or “ARC”, as well as Reviewer may be used interchangeably. Each of the titles regardless to the context refers to the Architectural Control Committee or “ACC.”
- (b) “Association” shall mean and refer to WDL Homeowners Association INC., a Texas non-profit corporation, or other non-profit corporation formed by the Declaration to perform the duties of the “Association” hereunder, and which shall have the right to enforce this Declaration.
- (c) “Board of Directors” or “Board” shall mean and refer to the body selected as provided in this Declaration or the Bylaws, being responsible, for the general governance and administration of the Association and this Declaration. The initial Board shall be those individuals set forth in the Certificate of Formation for the Association and, during the time the Declarant has the right to appoint all Directors to the Board, those persons appointed by the Declarant need not be members, shall be anyone of the Declarant’s choosing, and shall serve at the Declarant’s pleasure; provided that prior to the date which is the earlier of (i) one hundred-twenty(120) days after seventy-five percent(75%) of the Lots have been sold to non-Declarant Owners, or (ii) ten (10) years from the date on which the Declaration is recorded, at least 1/3 of the directors serving on the Board shall be person(s) elected by a majority vote of Class A members at a meeting of the members at which quorum is present, both class together, called for this purpose. Each Director other than Directors appointed by Declarant, shall be a member and residence, or in the case of corporate or partnership ownership of a Lot, a duly authorized agent or representative of the corporate or partnership Owner. The corporate, or partnership Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors.
- (d) “Builder” shall mean and refer to any person or entity who has acquired a Lot or Lots for the purpose of constructing a residence thereon for later sale to consumers.
- (e) “Bylaws” shall mean and refer to the Bylaws of the Association, approved by the Board of Directors, as may be amended from time to time, a copy of which shall be filed with this Declaration or as a separate dedicatory instrument.

- (f) "Common Properties" shall mean all real property (including improvements thereon) now or hereafter owned, leased or controlled by the Association hold possessory or use rights, for the common use and enjoyment of the Owners (hereinafter defined) which may include, but is not limited to, such property as may be: (i) conveyed to the Association in fee simple title, (ii) leased to the Association, (iii) landscape or maintenance easements granted or dedicated to the Association by plat or other written instrument, and (iv) any other real property or improvement the Association shall be required to maintain.
- (g) "Community-Wide Standard" shall mean the standard of conduct, maintenance and appearance, including landscaping, generally prevailing throughout the Property or the minimum standards established pursuant to the Design Guidelines, Rules and by the Declarant during the initial stages and thereafter, the Board by resolution, the highest standard always being the goal and standard by which the Association shall be governed. Declarant initially establish such standard and the Association, through its board shall ensure that the Community-Wide Standard established by the Declaration for the property shall continue after the termination or the expiration of the Class B membership. The Community-Wide Standard may contain objective elements, such as specific lawn or house maintenance requirements, setbacks, location restrictions and subjective elements, such as matters subject to the Board's discretion. The Community-Wide Standard may or may not be in writing and its enforceable against Owners the same as any violation or non-compliance with the rules, regulations, this Declaration, or any other documents that governs the Association. The Community-Wide Standard shall not fall below the level established for the Property as of the date the Class B membership terminates or expires.
- (h) "County" shall mean and refer to Ellis County, Texas, in which the property is located, and elsewhere as the context may require.
- (i) "Declarant" shall mean and refer to not only Woodstone Development Ltd., a Texas limited partnership, but also any successor, alternate or additional Declarant as appointed by Woodstone Development Ltd., as successor, alternate or additional Declarant by written instrument, filed of record in the office of the County Clerk, specifically setting forth that such successor, alternate or additional Declarant is to have, in whole or in part, together with Woodstone Development Ltd., the Declarant's rights, duties, obligations and responsibilities for all or a specific portion or Phase of the Property. The term "Declarant" shall not include any person or entity that purchases a Lot from Declarant unless such purchaser is specifically assigned, by a separate recorded instrument, some or all of the Declarant's rights under this Declaration as to the conveyed property.
- (j) "Design Guidelines" shall mean and refer to the construction and design standards and guidelines adopted by the Declarant, and as may be amended in accordance with Article III, representing the minimum specifications for the construction of all residences, additions to such residences, and other improvements or modifications associated with each residence including, without limitation, other structures or improvements located on a residential Lot, and the minimum requirements for landscaping, to be installed and maintained on each Lot. The Design Guidelines are an integral part of this Declaration and the development plan of the property and/or Subdivision. The initial Design Guidelines are attached hereto as EXHIBIT C. All Builders and prospective owners or those desirous of constructing a

residence on a Lot are strongly encouraged to obtain a current copy of the Design Guidelines prior to preparing plans and specifications or submissions to the ACC for approval.

- (k) "Final Plat" shall mean, initially, the map or plat of the property or any portion thereof and recorded in the Plat Records of Ellis County, Texas, and any future recorded subdivision maps or plats covering any portion of the Property or additional real property made subject to this Declaration, as such Final Plats may be amended from time to time.
- (l) "Governing Documents" means, singly or collectively as the case may be, this Declaration, the Final Plat, the Bylaws, the Association's certificate of formation and/or articles, and the policies and rules of the Association, as any of these may be amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Governing Document is part of that Governing Document. All Governing Documents are to be recorded in every county in which all or a portion of the property is located. The Governing Documents are Dedicatory instruments as defined in Texas Property Code Chapter 202.
- (m) "Lot" shall mean and refer to any one of the enumerated plots or tracts of land shown upon a Final Plat, and "Lots" shall mean and refer to more than one of same; provided, however, Common Properties shall in no event be treated as "Lots" for purpose of this Declaration, and hereby specifically excluded from the term "Lot" as hereunder.
- (n) "Member" shall mean and refer to a member of the Association, as described in Article VIII.
- (o) "Owner" shall mean and refer to each and every person or business entity (whether one or more), including Declarant (so long as applicable), that is a record owner of a fee or undivided fee interest in any Lot, provided, however, that (i) the term "Owner" or "Owners" shall not include any person or entity who hold a bona fide lien or interest in a Lot as security merely for the performance of an obligation (specifically including, but not limited to, any mortgagee or trustee under a mortgage or deed of trust) unless and until such mortgage, beneficiary or trustee has acquired title to such Lot pursuant to foreclosure or any proceedings in lieu thereof; and (ii) with respect to any matter requiring the vote, consent, approval or other action of an Owner, each Lot shall be entitled to only one vote except as provided for in section 8.2 and section 15.6 herein.
- (p) "Phase" shall mean and refer to each separately developed residential area or addition as set forth and more fully described on a Final Plat depicting real property that has been subjected to the Declaration. It is anticipated Woodstone will consist of at least two (2) phases. This does not take into account any changes prior to recording of the final plat or annexation of future property, if it is applicable.
- (q) "Property" shall mean and refer to the real property described on EXHIBIT A, any improvements now or hereafter situated thereon, and any and all additional real property (and the improvements thereon) which Declarant hereafter subjects to this Declaration, in accordance with Article XIV hereof.
- (r) "Supplemental Declaration" shall mean a recorded instrument which accomplishes one or more of the following purposes: (i) subjects additional real property to this Declaration, or

(ii) imposes, expressly or by reference, additional restrictions, covenants, easements and/or rights and obligations on the land described.

ARTICLE II

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 2.1 Residential Use

The property shall be used for single-family residential purposes and home office only, and accessory uses. Home office refers to business such as tutoring, art or music lessons, other similar home offices that do not generate heavy or constant traffic, parking, or excessive deliveries. No building or other structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family residence per Lot, which residence may not exceed two and one-half (2-1/2) stories or 35-feet in height, and a private garage as provided in section 2.3 below and in the Design Guidelines. Any building or structure to be placed or constructed on a Lot is subject to approval in writing by the ACC under Article III.

Section 2.2 Single-Family Use

Except as otherwise provided in this section 2.2, (i) each single family residence maybe occupied only by persons living and cooking together as a single housekeeping unit, together with any household employees, and (ii) except for families consisting of persons related by blood, adoption, or marriage (a "Family Unit"), no more than two persons per bedroom may occupy the same dwelling on a regular and consistent basis. Absolutely no short-term rentals of any kind are allowed including, but not limited to, VRBO's, Airbnb, vacation rentals, and home swapping. Notwithstanding, the Board may consider allowing room for rent if circumstances warrant. An owner must submit a request in writing providing explanation for request and must receive an approval in writing from the Board of the managing Agent.

Section 2.2 (a) Leasing

During the Declarant Control Period, there shall be no rules, regulations, or limitations which shall apply to Declarant or builders without the prior written consent of the Declarant regarding the ability to lease a Home for a period longer than 6 months. The Board of Directors may not adopt rules and regulations regarding such leasing during the Declarant Control Period without the prior written consent of the Declarant. Homes may be leased to a tenant by the Owner of that Home for a period of no less than 6 months, except as explicitly provided for in state law.

Section 2.3 Garage Required

Each residence shall have a minimum of two enclosed parking spaces sufficient for parking two normal size vehicles side by side for each dwelling unit. The minimum garage setback for front entry garages shall be 25-feet. Garage shall conform to the requirements set forth in this Declaration and in EXHIBIT C, Design Guidelines. The garage shall conform in design and materials with the main structure. No garage may be used for any purpose other than parking and

storage of a vehicle or other small articles such as garbage and recycle containers. Garage doors should remain shut at all times when not in use.

Section 2.4 Driveways

See EXHIBIT C for information on driveway requirements and restrictions. If a driveway acts as a separator to a sidewalk or walking path, vehicles should not park so as to have any portion of the vehicle resting over the end of the driveway closest to the street where a pedestrian would normally cross. Any violation of this rule shall be enforced as a safety issue in addition to a violation and could result in a report to local authorities as a notice of violation and possible fine for non-compliance.

Section 2.5 Uses Subject to Discretion or Prohibition

(a) No temporary or permanent dwelling shop, storage building, trailer or mobile home of any kind or any improvement of a temporary or permanent character shall be permitted on any Lot without the express written consent of the ACC except that dog houses, small low lying greenhouses, and small gardens shall be allowed without requiring the ACC approval so long as they are low-lying structures that cannot be seen over the fence line at any time. Greenhouses and gardens may not have trellises that exceed the fence line, and fences may not be used as a trellis. All other items, whether temporary or permanent must have the prior written approval of the ACC prior to placement or installation. Above ground pools, of any kind, style, or design, that exceed 250 gallons in water capacity are prohibited. Owners should not purchase or plan the installation of any item or structure without obtaining the prior written approval of the ACC.

Structures may not be placed on either side of the homes and may not be visible from any front or side street without the prior written consent of the ACC. Builders or contractors may have temporary improvements such as a sales office and/or construction trailer on a given Lot during construction of the residence on that Lot or on a different Lot as agreed to between the Builder or contractor and Declarant and/or as otherwise set out in the design guidelines. All structures, whether temporary or permanent are subject to the approval of the ACC, including, but not limited to, allowances or stricter requirements for setbacks, height, placement, aesthetic appearance and use.

All modification requests, regardless of the type or nature of the request, are subject to the sole discretion of the ACC. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be replaced on the driveways or safely within the property lines of the Lot upon which the improvements are to be created.

(b) As used in this section, the term “vehicles” includes, without limitation, automobiles, trucks, boats, trailers, motorcycles, vans and recreational vehicles. No vehicle of any size which transports flammable or explosive cargo may be kept or parked on the property at any time, except for use by or on behalf of Declarant in connection with the development of the property, or by a builder or contractor in connection with the construction of improvements on a lot.

At no time shall unlicensed or inoperable vehicles be allowed to park on the street or in a driveway. Any unlicensed or inoperable vehicle parked on the street is subject to towing and any unlicensed or inoperable vehicle parked on a driveway is subject to daily fines for each day the vehicle remains on the driveway or outside an enclosed garage unless a temporary variance or alternate means of concealment is approved by the board or the agent.

(c) No livestock or other non-domesticated animals shall be raised, bred or kept on the property for any purpose including, but not limited to, commercial purposes or food. Dogs, cats, or other usual or customary household pets may be kept for the purpose of providing companionship for the private family; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, constitute a nuisance or safety hazard to the occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may, at its sole discretion, remove or otherwise provide for the removal of the pet. Should the owner refuse to remove the pet, the owner may be subject to a fine of up to 1000 dollars dependent upon the severity of the violation. As long as Owner remains in non-compliance the Association shall exercise all other enforcements available against the owner and his or her household including, but not limited to, suspension of any use of any amenities located anywhere within the subdivision.

(d) The property shall not be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including, without limitation broken or rusty equipment, disassembled in operative cars, other vehicles or discarded appliances or furniture. Trash, garbage or other waste shall be kept in closed, sanitary containers. Trash containers must be stored out of sight except for the day of trash pickup and placed back out of sight after trash pickup by the end of the day. All other equipment for the storage or other disposal of such material be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.

(e) No air-conditioning apparatus shall be installed on the ground in front or side of a residence, provided that such apparatus may be installed on the side of a residence if shielded by a method approved by the ACC. No air-conditioning apparatus shall be attached to any wall or window of a residence. All air-conditioning equipment must be installed in the rear yard or screened in a manner so as not to be seen.

(f) The erection, construction, placement or installation of any television, radio or other electronic tower, serial, antenna, satellite dish or device of any type for the reception or transmission of radio or television broadcast signals or other means of communication upon a Lot or upon any improvement thereon is prohibited, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R Part 1, Subpart S, section 14000 promulgated under the Telecommunications Act of 1996, as amended from time to time. The Board shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that reception of an acceptable signal would not be impaired or the cost of installation would not be unreasonably increased, an antenna permissible pursuant to the Declaration or the rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling and surrounding

landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including, zoning, land use and building regulations.

(g) No lot or improvement thereon shall be used for commercial or manufacturing purposes of any kind other than a small home office. Nothing in this subparagraph shall prohibit a builder's use of a residence as sales office until such builder's last residence on the property is sold and closed. Nothing in this subparagraph shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as a small home office, tutoring or giving lessons such as art or music, so long as such activities are consistent within the residential character of the property, do not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the property, as determined in the Board's discretion, and do not materially increase traffic, the number of cars parked on the street.

(h) No fence, wall, hedge or shrub planting which obstruct sight lines at elevations between three feet and six feet above the road way shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street-right-way lines as extended. Most corner lots shall be required to set the fence inside the property boundary at least five feet or more and at least five to ten feet back from the front façade if visibility or line sight maybe impaired or limited. The same sight-lines limitations shall apply on any Lot within ten feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained to prevent obstructions of such sight lines.

(i) No sign of any kind shall be displayed to the public view on any Lot without the express written consent of the ACC, except; (i) one political sign for each candidate the owner supports maybe placed on the Lot no earlier than six weeks prior to an election and which must be removed within two weeks after the election for which such sign is displayed; and (ii) one sign, on the lot of the home being sold, advertising the sale of that home. No signs maybe posted in the entry or exit or leaving the community, in any common area, vacant lot, or model home.

(j) The drying of clothes in public view is prohibited. Cloth lines are prohibited. Hanging clothes over fences is prohibited.

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

(l) No owner shall perform, fail to perform or permit anything to be done or not done on such Owner's lot which would violate any laws, statutes, ordinances or regulations of any kind or character. The Board, the Agent, and/or the ACC shall have the authority to enact rules based on a Community Wide Standard or for any reason the Board, the Agent, and/or the ACC deems it necessary and appropriate may report violations to code enforcement and local authorities for assistance in abating the matter.

Section 2.6 Building Materials

The building materials to be used for each residence and other structure must conform to the requirements set out in Exhibit C, the Design Guidelines. Allowed roofing materials shall be set forth exclusively in the Design Guidelines. The color of roofing shall conform to the Design Guidelines.

Section 2.7 Mailboxes and Address Blocks

An address block shall be installed on the front facade of each residence. Mailboxes for Lots shall be cluster mailboxes of a standardized design approved in writing by the Architectural Control Committee prior to installation and shall conform to any applicable requirements of the United States Postal Service or other applicable governmental authority and shall be constructed in accordance with applicable Design Guidelines. In the event that any cluster mailbox installed in the Subdivision requires maintenance, replacement or repairs, such maintenance, replacement and/or repairs shall be performed by the Association and the costs and expenses incurred by the Association in connection therewith shall be charged on a pro rata basis (based on the total number of mailbox units within such cluster mailbox) as a Special Individual Assessment to the Owners with mailbox units within the cluster mailbox that has been maintained, repaired and/or replaced. The Association does not provide or maintain keys for the cluster mailboxes. Owners shall be responsible for obtaining keys at time of purchase of home.

Section 2.8 Landscaping

Each Builder of a residence upon each Lot shall, upon or before the first occupancy of a house, sod grass in the front and side yards, plant the minimum size and number of trees and minimum size and number of shrubs in the front yard against the foundation of the house as required by the Design Guidelines. Thereafter, each Owner of a Lot shall have the responsibility to properly maintain such trees and landscaping and, if necessary, shall replace such trees or landscaping in accordance with the Design Guidelines. The Declarant and/or the Association shall have the right but not the obligation, to be exercised at its sole option, to remove and replace dead trees and landscaping and charge the costs thereof to the Owner's account as a Special Individual Assessment under Section 10.7 below.

Section 2.9 Design Guidelines

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

Section 2.10 Gas Appliances

Any Home constructed within the Property shall include a gas water heater and a minimum of one (1) other additional gas appliance, provided that Atmos Energy has installed service lines at no cost to the Declarant, Builder, or any Owner of a Lot or Home within the Property, and natural gas service is available to the Home under construction.

ARTICLE III

ARCHITECTURAL CONTROL

Section 3.1 Review Authority

(a) **General.** Declarant and the Association may engage the services of third-party professionals including architects, engineers, or other persons to perform and administer the submission, review and inspection process which may be required or necessary under this Article. Declarant reserves the right to implement and enforce additional application, permitting, review, testing and inspection requirements and procedures not contained herein relating to national or uniform codes pertaining to building, electrical, plumbing and any other aspect of construction or development as deemed necessary by Declarant.

(b) **Declarant.** Declarant shall have exclusive authority to administer, review and act upon all applications for architectural and other improvements within the Property until all planned Lots have been conveyed to persons other than Declarant or a Builder and have been improved with a dwelling for which a certificate of occupancy has been issued, unless Declarant earlier terminates its rights in a recorded instrument. If the Class B / Declarant Period ends and there are still active Builder Lots to be constructed upon, the review process for all new construction of a residence shall be reviewed and approved by Declarant's architectural committee only. All other requests for general modifications and improvements may be reviewed by an architectural committee appointed by the Board after the Class B / Declarant Period expires. Declarant may designate or engage one or more persons or entities to act on its behalf with respect to some or all matters coming within the purview of this Article III. In reviewing and acting upon any request for approval, Declarant or its designee act solely in Declarant's interest and owe no duty to any other person. Declarant is not required to hold meetings or keep minutes relating to its review under this Article.

Declarant may from time to time delegate or assign all or any portion of its rights under this Article to any other person, entity or committee, including the Architectural Control Committee. Any such delegation shall be in writing, shall specify the delegated responsibilities, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction, and (ii) Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or jurisdiction of other entities shall be limited to such matters as Declarant specifically delegates.

(c) **Architectural Control Committee.** Upon Declarant's delegation or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the ACC, shall assume jurisdiction over architectural matters except for new construction or reconstruction which shall only be reviewed and approved by the Declarant architectural committee so long as any Builder with a Lot whereupon a residence is to be constructed exists. The ACC shall consist of at least three persons. Members of the ACC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount, if any, as the Board may establish. The ACC members shall be designated, shall serve, and may be removed and replaced in the Board's discretion.

For so long as Declarant owns any portion of the Property (and unless the Declarant notifies the ACC in writing to the contrary), the ACC shall notify Declarant in writing, no less than thirteen (13) business days prior to communicating any action (i.e., approval, partial approval, or disapproval) it intends to take under this Article. A copy of the application and any additional information that Declarant may require shall accompany the notice. During such time, Declarant shall have the right, in its sole and absolute discretion, to veto any ACC action; provided, Declarant's right to veto must be exercised within ten (10) business days after it receives notice of the ACC's proposed action. The party submitting the plans for approval shall not be notified of the ACC's proposed action until after Declarant's right to veto has expired. The Board may create and appoint subcommittees of the ACC. Subcommittees may be established to preside over particular areas of review (e.g., landscape plans) and shall be governed by procedures the Board or the ACC may establish. Any subcommittee's actions are subject to review and approval by Declarant, for as long as Declarant may review the ACC's decisions, and the ACC. Notwithstanding the above, neither the ACC nor Declarant shall be obligated to review all actions of any subcommittee, and the failure to take action in any instance shall not be a waiver of the right to act in the future.

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

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

(e) Fees; Assistance. The Reviewer may establish and charge reasonable fees for its review of applications and shall require that such fees be paid in advance. If such fees or charges, including those set forth under Section 3.3 below, are not paid in advance, the Reviewer shall have no obligation whatsoever to review any such related application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals and for rush reviews should this service be made available. During the Declarant Control Period fees shall be payable directly to the Review Team or Agent providing the review and approval process or the Association may plan for such fees as part of the annual operating budget of the Association. After the Declarant Control Period when a Committee made up of Class A Members is in place, the Board, at its sole discretion, may set forth fees and the manner as to whom said fees shall be owed and paid. The Board may include the compensation of such persons in the Association's annual operating budget.

Section 3.2 Review Requirements

No building, wall, pool (above ground pools, of any kind, style, or design, that exceed 250 gallons in water capacity are prohibited) or other structure shall be commenced, erected, installed, placed, or substantially altered on any Lot, nor shall any exterior painting (other than repainting a structure the same or similar color) of, exterior addition to, or substantial alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by the Reviewer.

The Reviewer is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Reviewer, adversely affect the living enjoyment of one or more Owners or the general value of the Property. The Reviewer may request any number of samples or additional information that is considered to be necessary or important to aid in the Reviewer's ability to make an informed decision. Failure by any Owner to provide the information requested by the Reviewer shall be deemed an immediate denial of the architectural request submitted.

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

Section 3.3 Procedure for Approval

PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION BY ANY PERSON OR ENTITY, THE BUILDER SHALL OBTAIN FROM THE REVIEWER APPROVAL AND SHALL PAY, IN ADVANCE, ANY RELATED INSPECTION FEES AND FEES OWING OR TO BE OWED AS DETERMINED BY THE REVIEWER. THIS REQUIREMENT NOT ONLY APPLIES TO ORIGINAL CONSTRUCTION BUT TO POOL INSTALLATIONS, MODIFICATIONS OR ADDITIONS TO EXISTING STRUCTURES OR IMPROVEMENTS. FAILURE TO OBTAIN SUCH APPROVAL OF SUCH CONSTRUCTION SHALL BE CAUSE FOR THE REVIEWER OR THE ASSOCIATION TO REQUEST AND OBTAIN EMERGENCY TEMPORARY RELIEF TO RESTRAIN ALL ASPECTS OF CONSTRUCTION.

In addition to the foregoing requirement, final plans and specifications may be submitted in hardcopy form by mail or hand delivery and may be submitted using any web-based program or platform available to an Owner through the Association's website or authorized program, or by electronic mail should the Declarant or the Board of Directors choose to make that an acceptable option. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. It is the responsibility of the Builder to ensure all City of Ferris Ordinances such as but not limited to Ordinance 2010-26 are followed. An application that does not adhere to the required ordinances or the governing documents may be denied. The application shall specify in writing any requested variances from the requirements set forth in this Declaration, the Design Guidelines or any Community-Wide Standard.

The Reviewer is authorized to request the submission of samples of proposed construction materials and such other information as they reasonably deem necessary to make their determination. At such time as the plans and specifications meet the approval of the Reviewer, one complete set of plans and specifications will be retained by the Association, for up to three (3) years only, and the other complete set of plans shall be marked "Approved", signed by a representative of the Reviewer and returned to the Lot Owner or his designated representative. If

disapproved by the Reviewer, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by a representative of the Reviewer. Any modification of the approved set of plans and specifications must again be submitted to the Reviewer for its approval. The Reviewer's approval or disapproval, as required herein, shall be in writing. Any reliance upon a verbal approval of any plans by the Reviewer shall be wholly unjustified, at the risk of the Lot Owner and subject to any subsequent or otherwise conflicting written response by the Reviewer.

If the Reviewer fails to approve or disapprove any such plans and specifications or modification thereto within thirty (30) business days after the date of submission of all information the Reviewer requires, the submission shall be deemed to have been denied. Any Builder who is constructing residences on multiple Lots shall have the option of submitting a master set of final plans and specifications for all of the residences it intends to construct within the Property to the Reviewer in accordance with the provisions of this paragraph. Once the master set of plans has been approved, the Builder shall be allowed to construct residences in accordance with such approved plans and shall submit a plot plan providing the plan and elevation, the physical address, Lot and Block where the residence is to be constructed. The Builder shall not commence construction until a written approval is provided. Should the Builder have any new plans or elevations desired to construct in the community the Builder must submit the plan and all elevations for approval of the ACC prior to use in the development. The Reviewer may, but is not obligated to, permit or require that plans be submitted or considered in stages, in which case, a final decision shall not be required until after the final, required submission stage.

As part of any approval, the Reviewer may require that construction in accordance with approved plans commence within a specified time period. If construction does not commence within six (6) months of receipt of the written approval the Builder and/or Owner must submit a new application with all supporting documentation and a new approval must be issued. Once commenced, construction must be diligently pursued to completion. All construction work shall be completed within one (1) year of commencement unless otherwise specified in the notice of approval or the Design Guidelines, or unless the Reviewer, in its discretion, grants an extension in writing. If approved work is not completed within the required time, it shall be in violation of this Article and shall be subject to enforcement action. Also, as a part of the review process, the Reviewer may require that the construction of any improvement be inspected on a periodic basis prior to completion for compliance with the plans, codes adopted by the Declarant and other matters relating to the quality or method of construction. The Association may conduct such inspections or, in the alternative, it may contract with third parties for such purposes. The Owner on whose Lot the construction is taking place shall be responsible for the payment of costs relating to any such inspection.

Section 3.4 Standards

The Reviewer shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Reviewer is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. The Reviewer shall have the authority to interpret and amend the Design Guidelines, subject to Declarant's approval for so long as Declarant or any Builder owns any portion of the Property and, thereafter, subject to the approval of the Board. The Reviewer may from time to time publish and promulgate bulletins regarding

architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 3.5 Requests for Variance

Upon submission of a written narrative request for the same, the Reviewer may, from time to time, in its sole discretion, permit Owners and Builders to construct, erect or install improvements which are in variance from the requirements of this Declaration or which may be contained in the Design Guidelines. In any case, however, such variances shall be in basic conformity and shall blend effectively with the general architectural style and design of the community. No member of the ACC or the Board, or the Association or Declarant shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance request by any Owner or any person acting for or on behalf of any Owner. **EACH REQUEST FOR A VARIANCE SUBMITTED HEREUNDER SHALL BE REVIEWED SEPARATELY AND APART FROM OTHER SUCH REQUESTS AND THE GRANT OF A VARIANCE TO ANY OWNER SHALL NOT CONSTITUTE A WAIVER OF THE REVIEWER'S RIGHT TO STRICTLY ENFORCE THE DECLARATION AGAINST ANY OTHER OWNER.** Each such written request must identify and set forth in narrative detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Reviewer must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted.

Section 3.6 Liability of Reviewer

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

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

ARISING OUT OF ANY ACTIONS OR INACTIONS TAKEN HEREUNDER BY THE REVIEWER, IRRESPECTIVE OF WHETHER OR NOT THE REVIEWER, ITS EMPLOYEES, CONTRACTORS, AGENTS AND OTHER INDIVIDUALS OR ENTITIES TO OR EMPLOYED BY THE REVIEWER ACTED NEGLIGENTLY OR WITH WILLFUL MISCONDUCT.

Section 3. 7 Special Rights of Declarant

Notwithstanding anything to the contrary contained herein, any Lot owned by Declarant or its successor or assign, shall not be subject to the provisions of this Article III and Declarant shall not be required to submit plans and specifications, etc. to the Architectural Control Committee nor obtain the consent, permission or approval of the Architectural Control Committee for the matters otherwise required pursuant to this Article III, and the consent, permission or approval of the Architectural Control Committee shall be deemed given for plans and specifications, plot plans and the like to be used by Declarant, or Declarant's assigns, in the construction of any residence on any Lot owned or sold to a Builder by Declarant. DECLARANT ALSO RETAINS SPECIAL AND UNIQUE RIGHTS AND PRIVILEGES IN ARTICLE XII THAT TAKE PRECEDENCE OVER ALL OTHER ARTICLES OR SECTIONS IN THIS DECLARATION.

ARTICLE IV

SPECIAL FENCING AND LANDSCAPING

Section 4.1 Fences, Walls, and Screening Landscaping

Declarant and/or the Association shall have the right, but not the obligation, to erect, install, maintain, repair and/or replace fences, walls and/or screening landscaping within that portion of any Lot situated along the perimeter of the Property or on Lots adjacent to Common Properties, as shown on a Final Plat. Any such fence, wall or sprinkler system shall be the property of the Owner of the Lot on which such fence, wall or sprinkler system is erected or installed, subject to the easements and rights of Declarant and the Association set forth below and the Owner shall be responsible for all maintenance of the same, except as provided in this Section 4.1. With respect to any fencing installed within a Lot that is adjacent to a thoroughfare, the Association shall have the exclusive right to stain the exterior of such fence facing the thoroughfare whenever, in the Board's sole and absolute discretion, it deems necessary. Should fencing located on an Owner's Lot require maintenance or repair and the Owner fails to perform the needed maintenance after receiving notice from the Association, the Association may then exercise self-help against the Owner to make the needed repairs or replacement and may charge all related costs to the Owner's account. The Design Guidelines shall contain all construction and materials requirements for the walls adjacent to the Common Properties and any thoroughfare.

Section 4.2 Landscaping

Declarant and/or the Association shall have the right to grade, plant and/or landscape and maintain, repair, replace and/or change such grading, planting and landscaping on any portion of the Property not comprising any portion of a Lot and, without limitation whatsoever, to do all things necessary within the Property to obtain full compliance with applicable City ordinances.

Section 4.3 Easement

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

Section 4.4 Declarant and the Association's Discretion

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

Section 4.5 Fifteen (15) Year Limitation

The provisions of this Article IV regarding Declarant's rights shall terminate and be of no further force and effect from and after that date which is (i) fifteen (15) years after the recording of this Declaration notwithstanding, if at the end of fifteen years the Declarant still owns Lots or Property within the sub-division, the provisions of this Article IV shall be extended another five (5) years to allow for the full and complete development and build out of the community. The rights of the Association shall continue throughout the term hereof.

ARTICLE V

LOT MAINTENANCE BY OWNERS

Section 5.1 Lot Maintenance

After the installation of the landscaping on a Lot by a builder, the Owner of the Lot shall thereafter maintain the yard in a sanitary and attractive manner, including adequate watering and immediate replacement of dead vegetation and trees, and shall edge the street curbs that run along the Lot boundary lines. Yards must be kept mowed and trimmed at regular intervals so as to maintain the Lot in a neat and attractive manner. No vegetables shall be grown in any portion of a Lot yard that faces a street or is not screened by fencing built in accordance with the terms hereof. Grass shall not be permitted to grow to a height of greater than six inches (6") upon any Lot. A regular maintenance regimen for weed control should be exercised to prevent weeds.

Section 5.2 Maintenance of Improvements

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

With regard to fences, walls, yards and other improvements the Association shall have the right after one (1) notice to the Owner providing not less than ten (10) days for Owner to abate any disrepair or violation (save and except emergency situations or matters considered to threaten the health, safety, and welfare of residents or property which shall require no advanced notice) and afterward, should Owner fail to comply the Association shall have the right, but not the obligation, to exercise self-help to abate or correct any violation, disrepair, or any unkept or other violation existing and shall bill all costs related to such abatement to the Owner's account. At any time self-help is exercised the Association, its Agent, and any person, contractor, vendor, or other entering the Lot to perform service to abate a violation shall not be considered to have trespassed and shall be held fully blameless and indemnified against any and all claims, suits, and cause of action an Owner may consider or attempt to bring against the Association or its Agent, Vendors, Contractors, or others dispatched by the Association to perform such services.

ARTICLE VI

ENFORCEMENT

Section 6.1 Special Enforcement Rights of the Board of the Association

In the event an Owner fails to comply with any provision of this Declaration, the Design Guidelines, including but not limited to any requirement contained in Article V, then, prior to the Board or the Association enforcing the compliance of such failure or seeking against such Owner remedies in accordance with this Declaration (or such other remedies as may be available to the Board and/or the Association at law or in equity), the Board shall first be obligated to give such Owner notice of such failure and a reasonable time, as determined by the Board, after the date of such notice in which to cure such violation or failure. If the Owner shall not have corrected such failure within such reasonable time after the giving of such notice, the Board of Directors shall have the right but not the obligation, to assess monetary fines and enter upon the Lot and to bring the Lot, and any improvements thereon, into full compliance with this Declaration, the Design Guidelines, without such action being deemed a trespass and charge the costs thereof to the Owner's account as a Special Individual Assessment in accordance with Section 10.6 below. If any Owner does not promptly reimburse the Association for all such costs, expenses and violation fines assessed after receipt of written request for same, the Board shall have the right to assess the Owner for same plus interest, such Assessment, interest and fines being a Special Individual Assessment under the provisions of Section 10.6 below.

Section 6.2 Enforcement

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

(a) Fines. The Board of Directors may impose reasonable monetary fines which shall constitute a lien upon the Owner of the Lot related to or connected with the alleged violation. The

Owner shall be liable for the actions of any occupant, guest, or invitee of the Owner of such Lot and fines may be levied in increments or lump sums at the discretion of the Board or the ACC.

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

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

(d) Levy Special Individual Assessment. The Board of Directors may levy a Special Individual Assessment in accordance with Section 10.6 as a violation fine and/or to cover costs incurred by the Association in bringing a Lot into compliance with this Declaration or the Design Guidelines.

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

Failure by Declarant or the Board of Directors, to enforce any covenant, condition, agreement or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to the Association's enforcement rights, this Declaration may be enforced by any aggrieved Owner. The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case: (i) the Association's position is not strong enough to justify taking any or further action; (ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) that it is not in the Association's best interests, based upon hardship, expense or other reasonable criteria, to pursue enforcement action.

ARTICLE VII

AMENDMENT AND TERMINATION

Section 7.1 Amendment

This Declaration may be amended by Declarant at any time within fifteen (15) years from the date this Declaration is filed of record with the office of the County Clerk. Within such fifteen (15) year period, Declarant may amend the Declaration for any reason without the consent or joinder of any

party or without the need to call a meeting of the Association. In addition to the foregoing, the Declaration may be amended by an instrument containing such amendment(s) and recorded in the Official Public Records of the County, provided, that (i) during the period Declarant owns at least one Lot, no such amendment shall be valid or effective without the joinder and consent of Declarant and (ii) such amendment shall first be approved by the affirmative vote or written consent of the Association's Members representing at least fifty-one percent (51 %) of the votes in the Association voting, in person or by proxy, at a duly convened meeting of the Association. Furthermore, Declarant, during the Declarant Control Period and thereafter, the Board of Directors, may, at its sole discretion and without a vote or the consent of any other party, modify, amend, or repeal this Declaration: (i) as necessary to bring any provision into compliance with any applicable statute, governmental rule, regulation, or judicial determination; (ii) as necessary to comply with the requirements of VA, or HUD (Federal Housing Administration), FHLMC or FNMA or any other applicable governmental agency or secondary mortgage market entity; or (iii) as necessary for clarification or to correct technical, typographical or scrivener's errors; provided, however, any amendment pursuant to clause (ii) and/or (iii) immediately above must not have a material adverse effect upon any right of any Owner. Any amendment to this Declaration must be recorded in the Real Property Records of the County.

No amendment may remove, revoke, or modify any right or privilege of Declarant, the Class B Member, or a Builder without the written consent of Declarant or the Class B Member, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that the Owner has the authority to consent, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 7.2 Termination

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

ARTICLE VIII

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 8.1 Membership

Every Owner of a Lot shall automatically be a Member of the Association. Membership shall be appurtenant to each Lot and may not be separated from ownership of any Lot which is subject to Assessment hereunder. Membership includes the payment of Assessments as well as any other Assessment or fee levied by the Association or its Managing Agent to an Owner's account.

Section 8.2 Classes of Membership

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

CLASS A. Class A Members shall all be Members that are not the Class B Member. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership; provided, however, that in the event that more than one (1) person holds such interest or interests in any Lot, even though all such persons shall be Members, there shall be only one vote for such Lot, which shall be exercised as they, among themselves, determine (but in no event shall more than one (1) vote be cast with respect to any such Lot).

CLASS B. The Class B Member(s) shall be Declarant. The Class B Member shall have fifteen (15) votes for each Lot owned by such Declarant. Class B Membership shall expire after title to last Lot owned by Declarant of the maximum number of Lots planned or approved for the Property has been transferred to Class A Members other than Builders who purchase Lots for development and sale. After such time, the Class B Member shall be a Class A Member entitled to one (1) vote for each Lot it owns. Notwithstanding, should the Declarant annex in additional land to the sub-division, the Lots owned by Declarant after annexation shall restore the Declarant's Class B status until such time as 99% of the maximum number of Lots planned or approved for the Property has been transferred to Class A Members other than Builders who purchase Lots for development and sale.

Section 8.3 Quorum and Notice Requirements

8.3.1. Except as expressly provided herein to the contrary, any action of the Members shall require the assent of a majority of the votes of those Association Members who are present at a meeting, in person or by proxy, written notice of which shall be given to all Members not less than ten (10) days nor more than sixty (60) days in advance of such meeting.

8.3.2. A quorum is required for any action referred to in Section 8.3.1 and, unless otherwise provided, for any action for which a percentage vote at a meeting is required. A quorum shall be determined as set forth in this Section 8.3.2. Whether regular or special, the presence at the meeting of Members, or of proxies, entitled to cast at least ten (10%) of all of the votes of the Association's Members, without regard to class, shall constitute a quorum. If the required quorum is not present at the initial meeting and the Declarant Control Period is active, the total number of votes for quorum collected on Declarant Lots shall constitute a quorum. If the Declarant Control Period has ended when an additional meeting is called, subject to the notice requirement set forth above, the required quorum at such subsequent meeting(s) shall be one-half (1/2) of the quorum requirement for such prior meeting. A reschedule meeting must be held within thirty (30) days of the original meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (although the quorum requirement shall be reduced for each such meeting, in no event shall a quorum be less than one-tenth (1/10) of the votes of the Association). At such adjourned or subsequent meeting at which a quorum shall be present or represented, any business may be transacted which may have been transacted at the meeting as originally notified.

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

Section 8.4 Right of Inspection

Each Owner shall have the right to inspect the financial records and books of the Association, during normal business hours and at the place where such books are kept, upon reasonable prior written notice to the Association stating a proper purpose in accordance with Section 209.005 of the Texas Property Code, as amended, and pursuant to the Open Records Policy established by the Association. Owners must submit in writing a detailed list of the records desired to be inspected, dates as well as the method of delivery of the records desired.

ARTICLE IX

COMMON PROPERTIES

Section 9.1 Initial Common Properties

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

Section 9.2 Additional Common Properties

Additional property may be added to the Common Properties hereunder upon the sole discretion of Declarant during such time as Declarant owns at least one (1) Lot. Thereafter, additional property may be added to the Common Properties hereunder upon the affirmative vote of fifty-one percent (51 %) of the votes of those Association Members who are voting, in person or by proxy, at a meeting duly called for such purpose.

Section 9.3 Acceptance and Control of Common Properties

Declarant, or any third-party at the request of Declarant, may transfer to the Association, and the Association shall accept as Common Properties, personal property and/or fee title or other property interests in any improved or unimproved real property included within the property described in EXHIBIT A or any other real property made subject to this Declaration in the future. Transfer of Common Properties shall be considered a ministerial task and does not require the consent of the Association or its Board. Upon Declarant's written request, the Association shall transfer back to Declarant any unimproved real property originally conveyed to the Association for no payment, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

All offsite drainage ditches, channels, and ponds will be built with the construction of Woodstone Phase One, and shall be maintained by the Association.

Section 9.4 Extent of Members' Easement in the Common Properties

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

9.4.1 The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties;

9.4.2 The right of the Association to take such steps as is reasonably necessary to protect the Common Properties against foreclosure;

9.4.3 The right of the Association to suspend the right of any individual to use any of the Common Properties and/or common facilities for any period during which any Assessment against a Lot resided upon or owned by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of the rules and regulations of the Association, the Declaration, or the Design Guidelines; and

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

Section 9.5 Dedication of the Common Properties

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

ARTICLE X

COVENANT FOR ASSESSMENTS

Section 10.1 Creation of the Lien and Personal Obligation of Assessments

Each Owner hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (or to a mortgage company or other collection agency designated by the Association) the following: (a) annual Assessments or charges; (b) acquisition Assessments; (c) special Assessments for capital improvements or other Association uses to include offset of deficiency in the Association's operating funds; (d) Individual Special Assessments (including, without limitation interest and fine levied against individual Owners for violations of the Declaration, Design Guidelines or the Community-Wide Standard or to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner, his tenant(s) occupying his Lot, if applicable, and their respective family, agents, guests and invitees, or for costs incurred by the Association resulting

from any Owner failing to comply with the terms and provisions hereof. All such Assessments shall be fixed, established and collected as hereinafter provided.

With regard to certain fines, the Board may impose fines on a daily or lump sum basis. When daily fines are imposed, the fine shall not exceed \$100.00 per day and shall be assessed for each day the violation remains until cured. In all instances of violations, the Owner shall be responsible for correcting such violation within a reasonable time after the date of such notice, regardless as to whether the residence is occupied by the Owner or a tenant a reasonable time may be determined by the Board at their sole discretion and based on a number of factors such as, but not limited to, any possible health or safety issues the violation may cause, chronic recurring violations, and violations that are causing a nuisance, an eye sore, or other undesirable situation to exist. The lien provided for herein shall secure payment of fines not timely paid and the Owner shall also have personal liability for the payment of same.

Section 10.2 Purpose of Assessments

The Assessments levied by the Association are mandatory for each and every Owner excluding Declarant and are a binding debt to the Owner based on ownership of a Lot. The Assessments levied shall be used as follows: (a) for the purpose of promoting the interests of the Association and the recreation, health and welfare of the residents of the Property, and in particular for the improvement and maintenance of the entry ways or any other properties, services and facilities devoted to this purpose and comprising or directly relating to the use and enjoyment of the Common Properties, including, but not limited, to the payment of taxes on and insurance in connection with the Common Properties, and the repair, replacement and additions thereto; (b) for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; (c) for carrying out the duties of the Board of Directors of the Association as set forth in Article XI hereafter including, but not limited to, the payment by the Association of all Assessments and charges payable in connection with sewer, water and garbage pickup services and the installation and maintenance of lighting (if any) of the Common Properties; (d) for paying the cost of maintenance of the monument sign for the Property, if any, in the event the appropriate governmental authority refuses to maintain the same; or (e) for carrying out the purposes of the Association as stated in its Certificate of Formation.

Section 10.3 Basis and Amount of Annual Assessments

Commencing with the year 2021 and each year thereafter, the Board of Directors may set the amount of the maximum annual Assessment for that year (and for following years) for each Lot provided that the maximum annual Assessment may not be increased more than fifty percent (50%) above the maximum annual Assessment for the previous year without a vote of the membership.

Section 10.4 Acquisition Assessments

Any time record title is transferred by any Owner other than Declarant, including a Builder, an Acquisition Assessment shall be paid to the Association by such Owner at closing in the amount of one-hundred fifty dollars (\$150.00) for each Lot acquired. Acquisition Assessments shall be in

addition to, not in lieu of, any other Assessment provided for herein. Acquisition Assessments are not refundable and shall be available for all necessary expenditures of the Association as determined by the Board.

In addition to the foregoing but still considered an Assessment hereunder, the Board may, at its sole discretion, enter into a contract with a Managing Agent to oversee the daily operation and management of the Association. The Managing Agent may have fees, which will be charged to an Owner for the transfer of a significant estate or fee simple title to a Lot and the issuance of a "Resale Certificate" (herein so called). The Association or its agent shall not be required to issue a Resale Certificate until payment for the cost thereof has been received by the Association or its agent, except that in the transfer of a significant estate or fee simple title to a Lot from Declarant to a Builder, neither the Builder nor Declarant shall be obligated to pay and fees for a Resale Certificate. Transfer fees and fees for the issuance of a Resale Certificate shall in no event exceed the greater of (i) \$500.00 for each home being conveyed and are not refundable and may not be regarded as a prepayment of or credit against regular or Special Assessments. This Section does not obligate the Board or any third party to levy such fees. Each year the Board of Directors may review the Acquisition Assessment and may increase the amount of Acquisition Assessment provided that the maximum increase may not be exceed fifty percent (50%) above the Acquisition Assessment amount for the previous year.

Section 10.5 Special Assessments

The Association may also levy in any Assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any general Association expenses, any construction or reconstruction, maintenance, unexpected repair or replacement of a described capital improvement upon the Common Properties or for constructing a new capital improvement, including the necessary fixtures and personal property related thereto; provided that any such Assessment greater than the annual Assessment being levied at the time the Special Assessment is levied shall require approval by the affirmative vote of fifty-one percent (51 %) of the votes of those Association Members who are voting, in person or by proxy, both classes together, at a meeting duly called for such purpose.

Section 10.6 Special Individual Assessments, Interest, and Fines

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

Section 10.7 Uniform Rate of Assessments

Both annual and Special Assessments (excepting there from Special Individual Assessments) shall be fixed at a uniform rate for all Lots, provided however that a Builder who has acquired a Lot

from the Declarant shall only be obligated to pay fifty percent (50%) of the Annual Assessments on the Lot.

Section 10.8 Date of Commencement and Due Dates of Assessments

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

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

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

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

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

Section 10.10 Assessment Lien to Secure Charges and Assessments

All Assessments, interest, late charges, collection fees and attorneys' fees, as provided for herein, shall constitute and be secured by a separate and valid and subsisting Assessment lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements and fixtures thereon, for the benefit of the Association. Notwithstanding any other provision hereof, the lien to secure the payment of Assessments or any other sums due hereunder and any other lien which the Association may have on any Lot pursuant to this Declaration shall be subordinate to the lien or equivalent security interest of any first lien mortgage or deed of trust on any Lot. Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings in which the Association has been made a party, shall extinguish the liens securing maintenance charges or Assessments or any other sums due hereunder which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing Assessments thereafter becoming due and

payable, nor foreclosure, nor shall the lien for future Assessments or charges be affected in any manner.

Section 10.11 Effect of Nonpayment of Assessment

If any Assessment is not paid by the last day of the month in which the Assessment is due, the same shall bear interest from time to time, at the sole discretion of the Board, from the due date until paid at the highest non-usurious rate allowed under the laws of the State of Texas, or other applicable law, or if no such limitation imposed then at the rate of fifteen percent (15%) per annum, and if placed in the hands of an attorney for collection or if collected through probate or other judicial proceedings, there shall be reimbursed to the Association its reasonable attorneys' fees. Should any assessment provided for herein be payable in installments, the Association may accelerate the entire Assessment and demand immediate payment thereof. In addition, a late charge shall be assessed against the non-paying Owner for each month that any Assessment remains unpaid. The late charge shall be in the amount of Twenty-Five and No/100 Dollars (\$25.00) per month and shall serve to reimburse the Association for administrative expenses and time involved in collecting and processing delinquent Assessments. A minimum charge of Twenty-Five and No/100 Dollars (\$25.00) or the amount equal to that charge levied by the bank shall be assessed against an Owner for payment returned for insufficient funds or for any other reason. The Association's managing agent shall be entitled to charge an Owner a monthly collection fee to compensate managing agent for its efforts in collecting delinquent Assessments as well as other fees by the Managing Agent incurred for the purpose of collecting delinquent Assessments shall also apply. The Association, in the Board's discretion, shall have the right to waive any part of or all of such interest and/or fees owed to the Association.

10.12 Collection and Enforcement.

The Association shall have a lien on each Lot securing payment of any Assessment, together with interest thereon as provided herein, reasonable attorneys' fees, late charges, collection fees and costs incurred in the collection of same and the enforcement of said lien. The Board of Directors shall take such action as it deems necessary to collect Assessments and may settle and compromise the same if deemed appropriate in the exercise of the Board's business judgment. Such liens shall be effective as and, in the manner, provided for herein and shall have the priorities established in this Declaration. The Board of Directors may bring an action at law against any Owner personally obligated to pay an Assessment or foreclose the lien against such Owner's Lot, or both, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Board of Directors of the Association or its agent the right and power to bring all actions against such Owner personally for the collection of such Assessments as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including, but not limited to, non judicial foreclosure pursuant to Texas Property Code Section 51.002 in force and effect on the date of this Declaration, or in accordance with the prescribed manner for foreclosure of deed of trust liens provided by any future amendment to such Section 51.002 or any other statute or article enacted in substitution therefore, and such Owner hereby expressly grants to the Board of Directors a private power of sale in connection with said lien. The Board is hereby appointed trustee, unless and until the Board of Directors shall designate a substitute or successor trustee, as hereinafter provided, to post the required notices as provided by law and conduct such foreclosure sale. The

lien provided for in this Section shall be in favor of the Association and shall have the same effect as though each Owner had expressly granted to the Association a deed of trust lien as well as a security interest in said Lot to secure the payment of the Assessments provided for herein. In addition to such notices as required by the aforesaid statute, the trustee shall mail to the Owner of a Lot for which the Assessment has not been paid, a copy of the notice of Assessment lien prior to the date any notice of sale is posted, by certified, return receipt requested, at the Lot or such other address as the Board has been advised in writing for receipt of notices under this Declaration. Notwithstanding the foregoing, any mandatory foreclosure requirements of Section 209 of the Texas Property Code shall be adhered to by the foreclosing entity.

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

Section 10.13 Homestead

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

Section 10.14 Omission of Assessments

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

Section 10.15 Reserve Fund

10.15.1 The Association may, but is not obligated to, establish and maintain a Reserve Fund for the periodic maintenance of the Common Properties or other general maintenance or repairs. Subject to the provisions of Section 10.3 above, the Board may at any time ratably increase or decrease the amounts of regular annual Assessments in accordance with this Declaration to such level as shall be reasonably necessary in the judgment of the Board to cover obligations of the Association under this Declaration, including provisions for reasonable reserves or contingency. So long as the Board exercises business judgment in determining the amount or necessity of the reserve fund, the amount held in reserves shall be considered adequate. Funds paid in Acquisition Assessments as described in Section 10.4 above may not be used for the establishment of a Reserve Fund during the Declarant Control Period without the express written permission of the Declarant and should such a reserve be established, it must be a general reserve only with the funds available for use for any Association related cost, expense or need. After the Declarant Control Period the Board of Directors may establish a Reserve Fund using Assessments or by any other means approved or allowed in this Declaration to be structured as the Board deems necessary or appropriate.

10.15.2 The Association shall establish an Operating fund for the initial operation of the Common Properties and Association use as needed and all Assessments, Acquisition Assessments, and other Assessments and / or monies collected during the Declarant Control Period shall be deposited into the Operating account for use by the Association to meet all Association expenses, obligations, and responsibilities. Funds may be transferred from Operating to establish a General Reserve upon written consent of the Declarant during the Declarant Control Period.

Section 10.16 Exempt Property

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

10.16.1 All properties dedicated and accepted by the local public authority and devoted to public use; and

10.16.2 All Lots and/or Property owned by Declarant, subject to the terms of Sections 10.17 and 10.18 below; and All Common Properties.

Section 10.17 Declarant Subsidy

Declarant may, but shall not be obligated to, pay a subsidy to the Association in order to reduce or help offset any shortfall in the Association's operating funds to cover the estimated or budgeted expenses of the Association (excluding reserve contributions, if any). Any such subsidy shall be disclosed as a line item in the income portion of the budget and may be treated by the Declarant, in its sole discretion, as a loan from the Declarant to the Association or as an advance against future assessments due or as a contribution. Any sums paid by the Declarant in the form of in-kind services or materials may be claimed by the Declarant as credit against assessments if same would be owed by the Declarant after the Class B Period ends. Prior to Declarant subsidizing the Association, Declarant may require the Association to apply monies from all sources to include, but is not limited to, revenues from the operation of Common Properties, Working Capital / Acquisition Assessments, user fees, and the assessments levied against the Owners of Lots, other

than the Declarant as well as any reserve funds should the same exist. Any subsidy provided may be considered by the Declarant as a loan subject to the terms as set forth in the Declaration or the Declarant's Reservations and Representations, if applicable, and the Association shall cooperate, fully, with the repayment of any such loan upon the Declarant's request. The Declarant may wait until nearing the end of the Class B Period to request repayment; Notwithstanding, so long as the Association has sufficient funds, the Declarant may request repayment of all or any portion of funding provided by submitting written demand for payment to the Board of Directors by Certified Mail. Repayment of a loan to the Declarant is a binding obligation of the Association. After termination of the Class B membership, Declarant shall pay assessments on its unsold Lots in the same manner as any other Owner.

Section 10.18 Declarant's Assessment

Notwithstanding any provision of this Declaration or the Certificate of Formation or Bylaws to the contrary, so long as there is Class B membership in the Association, the Declarant is excluded from payment of any Assessment. After termination of the Class B membership, Declarant shall pay Assessments on its unsold Lots in the same manner as any other Owner.

ARTICLE XI

GENERAL POWERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

Section 11.1 Power and Duties

Except as provided in Article XII below, the Board, for the benefit of the Association, the Property and the Owners shall have the right to do all things which are necessary or advisable in connection with enforcing the provisions of this Declaration. During the Declarant Control Period the Declarant may limit or restrict the duties and powers of the Board and may limit the required Board meetings in each fiscal year to one (1). General powers of the Board shall include, but shall not be limited to, the following:

11.1.1 Paying assessments and charges for services provided on behalf of the Association, for sewer, water and garbage pickup services for the Properties, if any, the installation and maintenance charges for street lighting for the Property, if any, and taxes, Assessments and other charges which shall properly be assessed or charged against the Common Properties.

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

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

11.1.4 Purchasing a policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association, in an amount not less than \$250,000.00 to indemnify against the claim of one person, \$500,000.00 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$50,000.00 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insured shall not be prejudiced with respect to actions against other named insured's; provided, that under no circumstances shall the Board be authorized to provide or pay for fire, casualty, or other insurance insuring the interest of any Owner in his lot

11.1.5 Executing all replats of the Property and all declarations of ownership for tax Assessment purposes with regard to the Common Properties on behalf of all Owners.

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

11.1.7 Entering into contracts and agreements, maintaining one or more bank accounts, and generally exercising all the powers necessary or incidental to the operation and management of the Association, expressly including the power to enter into management and maintenance contracts. During the Declarant Control Period, without the express written consent of the Declarant, the Board may not terminate a contract or agreement entered into by the Declarant; terms of a contract or agreement entered into by the Declarant may contain extended terms, the purpose of which is to secure long-term contracts or agreements enabling the continual and consistent servicing of the community and ensuring all operational needs and requirements of the Association are met to the satisfaction of the Declarant during the development period.

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

11.1.9 Making reasonable rules and regulations for the operation of the Common Properties and amend them from time to time, provided that any rule or regulation may be amended or repealed by the vote of at least sixty-seven percent (67%) of those Members present, in person or by proxy, at a meeting called for such purpose (without limiting the generality of the foregoing language, the rules and regulations may provide for limitations on use of the Common Properties during certain periods by youthful persons, visitors or otherwise).

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

11.1.11 Enforcing the provisions of this Declaration, the Design Guidelines, any Community-Wide Standard, and any rules made hereunder, and to enjoining and seeking damages from any Owner for violation of such provisions or rules.

11.1.12 Exercising the rights granted to the Association in this Declaration, including, without limitation, all rights of the Board, the Association, and the ACC relating to architecture, design, and construction review and inspections under Article III. The Association may exercise any right or privilege given to it expressly or by reasonable implication by this Declaration, the Bylaws, or the Certificate of Formation, and may take action reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in such documents or by law, all of the Association's rights and powers may be exercised by the Board without a vote of the membership. The Board may institute, defend, settle, or intervene on the Association's behalf in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Properties, enforcement of this Declaration, or any other civil claim or action. However, the Board shall exercise business judgment in determining whether to take any such action and shall have no legal duty to institute litigation under any circumstances on behalf of or in the name of the Association or the Members.

Section 11.2 Board Power Exclusive

The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein notwithstanding, contracts entered into by the Declarant for the benefit of the Association during the Declarant Control Period may not be terminated by the Board without the express written consent of the Declarant.

Section 11.3 Owner's Obligations to Repair

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

Section 11.4 Maintenance Contracts with Owners

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

Section 11.5 Liability of the Board of Directors

The Association shall indemnify every officer, director, and committee member against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors at the time of such settlement) to which he or she may be a party by reason of being or having been an officer, director, or committee member. OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS SHALL NOT BE LIABLE FOR ANY MISTAKE OF JUDGMENT, NEGLIGENCE OR OTHERWISE, EXCEPT FOR THEIR OWN INDIVIDUAL WILLFUL MISFEASANCE, MALFEASANCE, MISCONDUCT, OR BAD FAITH.

The Association's officers 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. The Association shall indemnify and forever hold each such officer, director, and committee member harmless from any and all liability to others on account of any such contract, commitment, or action. This right to indemnification 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 an Association expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

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

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

(a) **Notice.** The Association shall serve the alleged violator with a minimum of one (1) written notice describing (i) the nature of the alleged violation, (ii) the action which the Association proposes or intends to take unless the violation is corrected within a reasonable time (reasonable time being not less than fifteen (15) days for each notice) after the date of the written notice, and (iii) a period of not less than fifteen (15) calendar days within which the alleged violation may present a written request for a hearing. If a timely request for a hearing is not made within the thirty (30) day period, the Association may proceed with the action which may include the Association's right to initiate Self Help actions wherein the Association shall make the necessary repairs to correct the violation and all charges incurred by the Association in abating the violation shall be assessed to the Owner's account. Non-Payment of fines for noncompliance or charges assessed by the Association for Self Help remedies will be collected according to applicable law and per current Texas Property Code regulations. Charges will be subject to possible late and/or collection charges when applicable. If the violation is abated within the time period set forth in the written notice, the Association shall suspend the proposed action unless a similar violation occurs within six (6) months from the date of the written notice. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner. Recurring violations within a six (6) month period will not require the Association to issue again notices previously sent. If the required one (1) notice was previously sent, the Association may, at its discretion, send an immediate notice of fine warning to the Owner which must allow the Owner not less than three (3) days to correct the violation. If Owner does

not make the necessary corrections, the Association may begin fines or initiate Self Help action without further notice required. Self-Help actions in emergency situations shall not require the standard waiting period outlined above. In the case of an emergency, action may be taken immediately or within seventy-two hours, depending upon the severity of the violation and the stage or type of emergency the violation presents.

(b) Hearing. If a hearing is requested within the allotted thirty (30) day period, the Board has the option of appointing a Hearing Committee consisting of three (3) persons, all of whom shall be Owners or Residents of the Subdivision or representatives of the Declarant or the Board may reside over the Hearing should they choose to. A representative of the Association shall be afforded a reasonable opportunity to make a statement describing the alleged violation and to present any evidence or witnesses to support its statement. The alleged violator shall also be afforded a reasonable opportunity to be heard and to present any evidence or witnesses on his or her behalf. At the conclusion of all statements and presentations, the committee may close the hearing and retire to discuss the evidence and to render a judgment as to whether, in fact, a violation has occurred. The committee shall have up to ten (10) days after the Hearing to notify the Owner and is not obligated to render a decision at the close of the Hearing. If the committee determines that a violation has occurred, the Association may pursue any and all remedies described in its original notice of the violation. Any Hearing conducted by a Hearing Committee may be appealed to the Board in accordance with Section 209.007 of the Texas Residential Property Owners Act, Texas Property Code, as it may be amended.

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

ARTICLE XII

AUTHORITY AND CONTROL BY DECLARANT

Section 12.1 Declarant Rights

Notwithstanding anything herein to the contrary, so long as Declarant owns at least one (1) Lot, Declarant shall have the sole right, but not the obligation, in its sole discretion, at any time, effective as of the date hereof, to control, perform and/or conduct the following:

- (1) amend this Declaration, the Design Guidelines and/or the Community-Wide Standard, in whole or in part for any reason as the Declarant in its discretion, deems necessary;
- (2) ability to issue variances on any temporary or perpetual level;
- (3) enforce the provisions of this Declaration;
- (4) review, determine and enforce the architectural control of the Lots; and

(5) assigns its rights and obligations under this Declaration to any entity at any time, in whole or in part.

Declarant's rights set forth above are absolute in its sole discretion and do not require the approval, consent, or joinder of (i) any Owner, (ii) the Association, (iii) the Board of Directors, or (iv) any committees or other parties which may be established with respect hereto. At such time as Declarant no longer owns a Lot within the Property, all of such rights of enforcement shall revert to the Board of Directors of the Association. In the event any other provision in this Declaration is in contradiction to this Article XII, in whole or in part, this Article XII shall prevail.

Section 12.2 Easement to Inspect and Right to Correct

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

Section 12.3 Right to Develop

Declarant and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Property for the purpose of making, constructing, and installing such improvements to the Property, as Declarant deems appropriate in its discretion.

Section 12.4 Construction Activities

All Owners, occupants, and users of Lots are hereby placed on notice that Declarant, and/or its agents, contractors, subcontractors, licensees, and other designees, shall conduct development and construction activities within the Property and that such activities shall be conducted in phases and may cause disturbance and disruption which impact the use and enjoyment of a Lot. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and by using any portion of a Lot or the Property generally, the Owners and all occupants and users of Lots acknowledge, stipulate, and agree: (a) that such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other persons under their control or direction to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the Lot where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (c) that Declarant and all of its agents, contractors, subcontractors, licensees, and other designees, shall not be liable but, rather, shall be held harmless for any and all losses, damages (compensatory, consequential,

punitive, or otherwise), injuries, or deaths arising from or relating to the aforesaid activities; (d) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Declarant to sell, convey, lease, and/or allow the use of Lots within the Property.

Section 12.5 Changes in Master Plan

Each Owner acknowledges that Subdivision is a planned community, the development of which is likely to extend over many years, and agrees that the Association shall not engage in, or use Association funds to support any protest, challenge, or other form of objection to (a) changes in uses or density of property within the Property, or (b) changes in the master plan of Subdivision, including, without limitation, the enlargement of the master plan and the acquisition or revision of regulatory approvals to reflect the annexation of real property, without Declarant's prior written consent, which consent may be granted or withheld in Declarant's discretion. Each Owner acknowledges and agrees that the present plans and themes for the Property's development may change and that it has not relied on any representation, warranty, or assurance by any person: (a) that any Lots, or other property or facilities will or will not be added, modified, or eliminated within the Property; or (b) as to the financial or other impact of such action on any Owner. Each Owner acknowledges and agrees that it is not entitled to rely upon and has not received or relied upon any representations, warranties, or guarantees whatsoever as to: (a) the design, construction, completion, development, use, benefits, or value of the Property; or (b) the number, types, sizes, prices, or designs of any residential structures or improvements built or to be built in any part of the Property.

Section 12.6 Dispute Resolution Involving Declarant

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

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

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

(d) Mandatory Procedures.

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

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

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

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

(ii) Negotiations and Mediation.

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

(b) If the parties do not resolve the Claim within thirty (30) days after the date of the Notice (or within such other period as may be agreed upon by the Parties) (“Termination of Negotiations”), Claimant shall have two (2) days to submit the Claim to mediation under the auspices of the American Arbitration Association (“AAA”) in accordance with the AAA’s Commercial or Construction Industry Mediation Rules, as appropriate. If Claimant does not submit the Claim to mediation within such time, or does not appear for mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(c) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator shall issue a notice of termination of the mediation proceedings (“Termination of Mediation”). The Termination of Mediation Notice shall set forth that the Parties are at an impasse and the date that mediation was terminated. Each Party shall bear its own costs of the mediation, including attorneys’ fees, and each Party shall share equally all charges rendered by the mediator. If the Parties agree to a resolution of any Claim through negotiations or

mediation in accordance with this Section and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement, without the need to again comply with the procedures set forth in this Section. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one noncomplying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

(iii) Binding Arbitration.

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

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

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

ARTICLE XIII

OBLIGATIONS OF BOARD OF DIRECTORS

Section 13.1 Obligations of Board of Directors

Notwithstanding anything herein to the contrary, and so long as Declarant is acting on behalf of the Board of Directors as further described in Section 13.2 below, the sole responsibility and obligation of the Board of Directors shall be to maintain the corporation books of the Association

and maintain the Association in good corporate standing with Secretary of State of the State of Texas and in good standing with the Office of the Comptroller of Public Accounts of the State of Texas.

Section 13.2 Liability for Association Operations

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

Section 13.3 No Liability for Acts of Third Party

OWNERS AND OCCUPANTS OF LOTS, AND THEIR RESPECTIVE GUESTS AND INVITEES, ARE RESPONSIBLE FOR THEIR OWN PERSONAL SAFETY AND FOR THEIR PROPERTY WITHIN THE PROPERTY. THE ASSOCIATION MAY BUT IS NOT OBLIGATED TO MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY WHICH PROMOTE OR ENHANCE SAFETY OR SECURITY WITHIN THE PROPERTY. HOWEVER, THE ASSOCIATION, AND DECLARANT SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SAFETY OR SECURITY WITHIN THE PROPERTY, NOR SHALL THEY BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY SYSTEMS OR MEASURES, INCLUDING FIRE PROTECTION, BURGLAR ALARM, OR OTHER SECURITY MONITORING SYSTEMS, OR ANY MECHANISM OR SYSTEM FOR LIMITING ACCESS TO THE PROPERTY, CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS, AND SHALL BE RESPONSIBLE FOR INFORMING ITS TENANTS AND ALL OCCUPANTS OF ITS LOT THAT THE ASSOCIATION, THE BOARD AND ITS COMMITTEES, AND DECLARANT ARE NOT INSURERS OR GUARANTORS OF SECURITY OR SAFETY AND THAT EACH PERSON WITHIN THE PROPERTY ASSUMES ALL RISKS OF PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY, INCLUDING LOTS AND THE CONTENTS OF LOTS, RESULTING FROM ACTS OF THIRD PARTIES

ARTICLE XIV

EXPANSION OF THE PROPERTY

Section 14.1 Expansion of the Property

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

Section 14.2 Additional Covenants and Easements

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

Section 14.3 Effect of Recording Supplemental Declaration

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

ARTICLE XV

GENERAL PROVISIONS

Section 15.1 Mortgages

It is expressly provided that the breach of any of the conditions contained herein shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said

conditions shall be binding thereto as to Lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

Section 15.2 Term

This Declaration shall be enforceable by Declarant, the Association, any aggrieved Owner, and their respective legal representatives, heirs, successors, and assigns until December 31, 2051, after which time this Declaration shall extend automatically for successive 10-year periods unless at least sixty-seven percent (67%) of the then Owners have signed, within a six month period preceding the end of the initial term or any extension, an instrument which terminates this Declaration and such instrument is recorded in the Real Property Records of the County prior to the end of the term.

Section 15.3 Severability

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

Section 15.4 Binding Effect

This Declaration is for the mutual benefit of, and shall be binding upon, each and every person acquiring any part of the Property, it being understood that the covenants, conditions, restrictions, easements, and other provisions contained in this Declaration are not for the benefit of the owner of any land except that which is a part of the Property. This Declaration, when executed, shall be filed of record in the Real Property Records of the County, so that each and every Owner or purchaser of any portion of the Property is on notice of the covenants, conditions, restrictions, easements, and other provisions herein contained.

Section 15.5 Notices

Any notices or correspondence to an Owner shall be addressed to the street address of the Lot or to such other address as is specified by any such Owner in writing to the Association. The burden shall be on the Owner to prove that such written notification was duly given and delivered to the Association as provided below. Any notices or correspondence to the Association shall be addressed to the registered office of the Association as shown by the records of the Secretary of State for the State of Texas or to such other address as is specified by the Association in writing to the Owners. Except as this Declaration or the Bylaws otherwise provide, all notices, demands, bills, statements, or other communications under this Declaration or the Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or by private carrier; if sent by United States mail; or, if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile or electronic mail with written confirmation of transmission. Notices sent in accordance with this Declaration shall be deemed to have been duly given and effective:

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

Section 15.6 Transfer Under Deed of Trust

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

Section 15.7 Notice of Transfer

If at any time a Lot is sold, the new Owner shall have the sole obligation to promptly notify the Association of the name and address of the new Owner and shall be responsible for any cost, charge or expense added to the account of such Owner which may have otherwise been avoided if the above information was promptly delivered to the Association.

Section 15.8 No Liability for Trespass

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

Section 15.9 Lien Priority

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

Any such maintenance charges or Assessments which are extinguished pursuant to the foregoing provision shall be reallocated and assessed to all Lots as a common expense.

Section 15.10 Use of Recreational Facilities and Other Common Properties

The property made subject to this Declaration may contain common recreational facilities available for the use and enjoyment of Owners of all or any part of the Property, including lots and homes, within the Subdivision, their families, tenants and other occupants of their property, and the guests of any such persons. EACH OWNER, BY ACCEPTANCE OF A DEED TO ANY PORTION OF THE PROPERTY MADE SUBJECT TO THIS DECLARATION, ACKNOWLEDGES THAT THE USE AND ENJOYMENT OF ANY RECREATIONAL FACILITY OR ANY OTHER PORTION OF THE COMMON PROPERTIES INVOLVES RISK OF PERSONAL INJURY OR DAMAGE TO PROPERTY. Each Owner acknowledges, understands, and covenants to inform his or her family members, and tenants and other occupants of Owner's property that Declarant, the Association, the Board and any committees, and Builders constructing homes and other improvements within the Property are not insurers of personal safety. EACH PERSON USING SUCH RECREATIONAL FACILITIES OR ANY OTHER PORTION OF THE COMMON PROPERTIES ASSUMES ALL RISKS OF PERSONAL INJURY, DEATH, AND LOSS OR DAMAGE TO PROPERTY, RESULTING FROM THE USE AND ENJOYMENT OF ANY RECREATIONAL FACILITY OR OTHER PORTION OF THE COMMON PROPERTIES. Each Owner agrees that Declarant, the Association, the Board and committees, and builders within the community shall not be liable to any person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury or death, destruction of property, trespass, loss of enjoyment, or any other wrong or entitlement to remedy based upon, due to, arising from, or otherwise relating to the use of any recreational facility or other portions of the Common Properties, including, without limitation, any claim arising in whole or in part from the negligence of Declarant, the Association, or any Builder within the community. THE FOREGOING RELEASE IS INTENDED TO RELEASE THE SPECIFIED PARTIES FROM LIABILITY FOR THEIR OWN NEGLIGENCE. EACH OWNER ACKNOWLEDGES AND AGREES THAT THE ABOVE RELEASE FROM LIABILITY IS CONSIDERATION FOR, AND A CONDITION TO, THE USE AND ENJOYMENT OF THE RECREATIONAL FACILITIES AND OTHER COMMON PROPERTIES WITHIN THE SUBDIVISION AND THAT THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT AND BUILDERS TO SELL, CONVEY, LEASE, AND/OR ALLOW THE USE OF LOTS WITHIN THE SUBDIVISION. ANY VIOLATION OF THIS RELEASE AGREEMENT BY AN OWNER, OR ANY OF OWNER'S FAMILY MEMBERS, TENANTS AND OTHER OCCUPANTS OF OWNER'S PROPERTY, OR THEIR RESPECTIVE GUESTS SHALL BE GROUNDS FOR THE SUSPENSION OR TERMINATION OF ALL OF SUCH PERSONS' USE PRIVILEGES IN SUCH FACILITIES.

Section 15.11 Construction of Declaration and All Association Documents

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

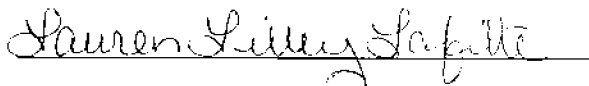
By: Woodstone Development Ltd.
A Texas limited partnership

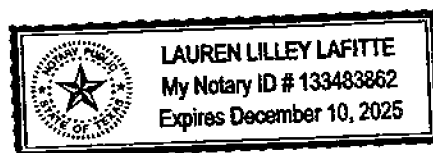
By: Wallace Tech Incorporated
General Partner


George J Robinson, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 14 day of April 2022 by George J. Robinson.


Notary Public, State of Texas



[Exhibits Follow]

EXHIBIT "A"

TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODSTONE

PROPERTY DESCRIPTION

PHASE ONE LEGAL DESCRIPTION 22.466 ACRES

BEING a tract of land located in the MASON PHELPS SURVEY, ABSTRACT NO. 824, City of Ferris, Ellis County, Texas, and being part of that tract of land conveyed in Deed to SCR Development Ltd., according to the document of record filed in Instrument Number 1906423, Official Public Records, Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "DAA" set for the southeast corner of said SCR Development Ltd. tract, from which a 1/2" iron rod with a yellow plastic cap stamped "HENNESSEY 3740" found for the northeast corner of Lot 1, Block B, SOUTH MEADOW ADDITION, an Addition to the City of Ferris, Ellis County, Texas according to the Plat of record filed in Volume F, Page 120, Deed Records, Ellis County, Texas, bears S 10° 18' 20" W, a distance of 32.76 feet;

THENCE N 86° 58' 54" W, a distance of 934.17 feet;

THENCE N 07° 18' 42" E, a distance of 826.47 feet;

THENCE N 83° 25' 15" W, a distance of 43.07 feet;

THENCE N 07° 53' 58" E, a distance of 211.44 feet;

THENCE S 86° 58' 54" E, a distance of 728.78 feet;

THENCE S 03° 01' 06" W, a distance of 110.08 feet to the beginning of a non-tangential curve to the left having a central angle of 26° 56' 27", a radius of 200.00 feet and a chord bearing and distance of N 61° 25' 31" E , 93.18 feet; N 61° 25' 31" E for a distance of 93.18 feet;

THENCE S 42° 02' 43" E, a distance of 50.00 feet;

THENCE S 79° 12' 36" E, a distance of 175.81 feet;

THENCE S 10° 29' 59" W, a distance of 925.02 feet to the POINT OF BEGINNING, and containing _____ acres of land, more or less.

**PHASE 2
LEGAL DESCRIPTION
13.831 ACRES**

BEING a tract of land situated in the MASON PHELPS SURVEY, ABSTRACT NO. 824, Ellis County, Texas, and being part of that tract of land conveyed in Deed to Woodstone Development LTD., (f.k.a. SCR Development LTD.), according to the document of record filed in Document Number 1906423, Official Public Records, Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod set in the common east line of said Woodstone Development LTD. tract and the east line of that tract of land conveyed in Deed to Elizabeth Ann Hester, according to the document of record filed in Document Number 17016078, Deed Records, Ellis County, Texas, from which a 1/2" iron rod with a yellow plastic cap stamped "HENNESSEY 3740" found in the west line of that tract of land conveyed in Deed to Billy Van James, according to the document of record filed in Volume 1591, Page 490, Deed Records, Ellis County, Texas, for the northeast corner of Lot 1, Block B, SOUTH MEADOW ADDITION, an Addition to the City of Ferris, Ellis County, Texas, according to the Plat of record filed in Cabinet F, Slide 120, Deed Records, Ellis County, Texas, bears S 10° 29' 59" W, 925.02 feet;

THENCE Over and across said Woodstone Development LTD. tract, the following courses and distances:

N 79° 12' 36" W, a distance of 175.81 feet to a 1/2" iron rod set;

N 42° 02' 43" W, a distance of 50.00 feet to a 1/2" iron rod set at the beginning of a non-tangent curve to the right having a central angle of 26° 47' 51", a radius of 200.00 feet and a chord bearing and distance of S 61° 21' 13" W, 92.69 feet;

With said curve to the right, an arc distance of 93.54 feet to a 1/2" iron rod set;

N 02° 46' 15" E, a distance of 109.92 feet to a 1/2" iron rod set;

N 86° 58' 54" W, a distance of 678.59 feet to a 1/2" iron rod set;

N 07° 53' 58" E, a distance of 401.49 feet to a 1/2" iron rod set;

N 10° 23' 47" E, a distance of 70.46 feet to a 1/2" iron rod set;

N 10° 43' 48" E, a distance of 74.49 feet to a 1/2" iron rod set at the beginning of a curve to the right having a central angle of 52° 23' 55", a radius of 49.50 feet and a chord bearing and distance of N 36° 55' 45" E, 43.71 feet;

With said curve to the right, an arc distance of 45.27 feet to a 1/2" iron rod set;

S 86° 58' 54" E, a distance of 820.99 feet to a 1/2" iron rod set;

S 80° 22' 20" E, a distance of 49.98 feet to a 1/2" iron rod set at the beginning of a non-tangent curve to the right having a central angle of 02° 47' 43", a radius of 525.00 feet and a chord bearing and distance of S 11° 02' 14" W, 25.61 feet;

With said curve to the right, an arc distance of 25.61 feet to a 1/2" iron rod set;

S 79° 12' 36" E, a distance of 109.84 feet to a 1/2" iron rod set in the common east line of said Woodstone Development LTD. and the west line of that tract of land described as Tract 19 as conveyed in the Deed to the above mentioned So. Creek Ranch I, LTD., (Volume 1891, Page 1336);

THENCE S 10° 29' 59" W, with the east line of said Woodstone Development LTD. tract, passing at a distance of 141.38 feet, a point for the common most southerly southwest corner of said Tract 19 and the northwest corner said Elizabeth Ann Hester tract, from which a 5/8" iron rod found bears S 81° 28' 19" E, 7.60 feet, and continuing in all for a total distance of 660.01 feet to the **POINT OF BEGINNING**, and containing 13.831 acres of land, more or less.

EXHIBIT "B"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODSTONE

Declarant's Reservations and Representations:

B. 1 . GENERAL PROVISIONS.

B.1.1. Introduction. Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling the Declarant-related provisions in this Exhibit.

B.1.2. General Reservation & Construction. Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any mortgagee, other Owner, or the Association, prevent or interfere with the rights contained in this Exhibit which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of conflict between this Exhibit and any other Document, this Exhibit controls. This Exhibit may not be amended without the prior written consent of Declarant. To the extent any proposed amendment is for the purpose of either amending the provisions of this Declaration or the Association's Agreements pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, Common Areas, private streets or grounds that are the responsibility of the Association, prior written consent of the Town may be required. The terms and provisions of this Exhibit must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

B.1.3. Purpose of Development and Declarant Control Periods. This Exhibit gives Declarant certain rights during the Development Period and the Declarant Control Period to ensure a complete and orderly build out and sellout of the Property, which is ultimately for the benefit and protection of Owners and mortgagees. Declarant may not use its control of the Association and the Property for an advantage over the Owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements which the Association may not terminate without cause with ninety days' notice.

B.1.4. Definitions. As used in this Declaration, Builder does not refer to Declarant or to any home building or home marketing company that is an affiliate of Declarant. "Declarant Control Period" means that period of time during which Declarant controls the operation of this Association. The duration of the Declarant Control Period will be from the date this Declaration is recorded for a maximum period not to exceed the earlier of:

- (1) fifty (50) years from date this Declaration is recorded; or
- (2) the date title to the Lots and all other portions of the Property has been conveyed to Owners other than Builders or Declarant.

B.1.5. Builders. Declarant, through its affiliates, intends to construct single family residences on the Lots in connection with the sale of the Lots. However, Declarant may, without notice, sell some or all of the Lots to one or more Builders to improve the Lots with single family residences to be sold and occupied.

B.2. DECLARANT CONTROL PERIOD RESERVATIONS. Declarant reserves the following powers, rights, and duties during the Declarant Control Period:

B.2.1. Officers & Directors. During the Declarant Control Period, the Board shall consist of three persons. During the Declarant Control Period, Declarant may appoint, remove, and replace any officer or director of the Association, none of whom need be Members or Owners, and each individual who is indemnified by the Association as a Leader provided, however, that on or before the date which is the earlier of (i) one hundred twenty (120) days after Declarant has sold seventy five percent (75%) of the Lots that may be developed within the Property, or (ii) ten (10) years after the date of recordation of this Declaration, at least one-third (1/3) of the directors on the Board shall be elected by non-Declarant Owners.

B.2.2. Weighted Votes. During the Declarant Control Period, the vote appurtenant to each Lot owned by Declarant is weighted fifteen (15) times that of the vote appurtenant to a Lot owned by another Owner. In other words, during the Declarant Control Period, Declarant may cast the equivalent of fifteen (15) votes for each Lot owned by Declarant on any issue before the Association which shall remain valid until 99% of the Lots planned or approved for the Property has been transferred to Class A Members other than Builders who purchase Lots for development and sale. On termination of the Declarant Control Period and thereafter, the vote appurtenant to Declarant's Lots is weighted uniformly with all other votes.

B.2.3. Budget Funding. During the Declarant Control Period only, Declarant may, but is not obligated, to provide subsidy to pay actual cash outlays of the Association for common operating expenses, excluding non-recurring expenses, major damages or repairs, and any capital improvements or reserves that is not associated with the initial construction or development. Declarant is under no obligation to provide, build, or install amenities or improvements. At the Declarant's sole discretion, funds provided for the purpose of offsetting a deficit and providing a subsidy may be treated as a loan. On termination of the Declarant Control Period, or prior if the Association's financial stability is sufficient, Declarant may make claim to any subsidy by written demand to the Board of Directors and the Board shall, without delay, honor a written demand for repayment of all or any portion of subsidy paid. Declarant may, but is under no obligation, to waive all or any portion of subsidy provided. Any such waiver shall be delivered by the Declarant or its Agents in writing to the Association and/or the Board of Directors.

B.2.4. Declarant Assessments. During the Declarant Control Period, any real property owned by Declarant is not subject to Assessments by the Association.

B.2.5. Builder Obligations. Absent such an exemption, any Builder who owns a Lot is liable for a) the full amount of Special Assessments, if any, b) 50% of Annual Assessments and c) the full amount of any other fees charged by the Association in the same manner as any Owner. The HOA may, at its discretion, reduce the Assessments for which a Builder is liable.

B.2.6. Commencement of Assessments. During the initial development of the Property, Declarant may elect to postpone the Association's initial levy of Regular Assessments until a certain number of Lots are sold. During the Declarant Control Period, Declarant will determine when the Association first levies Regular Assessments against the Lots. Prior to the first levy, Declarant will be responsible for all operating expenses of the Association.

B.2.7. Expenses of Declarant. Expenses related to the completion and marketing of the Property will be paid by Declarant and are not expenses of the Association

B.2.8. Budget Control. During the Declarant Control Period, the right of Owners to veto the Budget, Assessment increases or Special Assessments is not effective and may not be exercised.

B.2.9. Organizational Meeting. Within one-hundred twenty (120) days after the end of the Declarant Control Period, or sooner at the Declarant's option, Declarant will call an organizational meeting of the Members of the Association for the purpose of electing, by vote of the Owners, directors to the Board. Written notice of the organizational meeting must be given to an Owner of each Lot at least ten (10) days but not more than forty-five (45) days before the meeting. For the organizational meeting, Owners of ten percent (10%) of the Lots constitute a quorum. The directors elected at the organizational meeting will serve as the Board until the next annual meeting of the Association or a special meeting of the Association called for the purpose of electing directors, at which time the staggering of terms will begin. At this transition meeting, the Declarant will transfer control over of all utilities related to the Common Areas owned by the Association and Declarant will provide information to the Association, if not already done so, relating to the operation and maintenance of the Common Areas and Areas of Common Responsibility.

B.3. DEVELOPMENT PERIOD RESERVATIONS. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, at any time during the Development period:

B.3.1. Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Subject to approval by (1) a governmental entity, if applicable, and (2) the Owner of the land or Lots to which the change would directly apply (if other than Declarant), Declarant may (a) change the sizes, dimensions, and configurations of lots and streets; (b) change the minimum Single-Family Residence size; (c) change the building setback requirements; and (d) eliminate or modify any other feature of the Property.

B.3.2. Builder Limitations. Declarant may require its approval (which may not be unreasonably withheld) of all documents and materials used by a Builder in connection with the development and sale of Lots, including without limitation promotional materials; deed restrictions; forms for deeds, Lot sales, and Lot closings. Without Declarant's prior written approval, a Builder may not use a sales office or model in the Property to market homes, Lots, or other products located outside the Property.

B.3.3. Architectural Control. During the Development Period, Declarant has the absolute right to serve as the Architectural Reviewer. Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights to (1) an ACC appointed by the Board, or (2) a committee comprised of architects, engineers, or other persons who may or may not be Members of the Association. Any such delegation is at all times subject to the unilateral rights of Declarant to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (2) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Declarant also has the unilateral right to exercise architectural control over vacant Lots in the Property. The Association, the Board of directors, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of new homes and related improvements on vacant Lots.

B.3.4. Amendment. During the Development Period, Declarant may amend this Declaration and the other Documents, without consent of other Owners or mortgagee, for any purpose, including without limitation the following purposes:

- a. To create Lots, easements, and Common Areas within the Property.
- b. To modify the designation of the Area of Common Responsibility.
- c. To subdivide, combine, or reconfigure Lots.
- d. To convert Lots into Common Areas and Common Areas back to Lots.
- e. To modify the construction and use restrictions of this Declaration.
- f. To merge the Association with another property owners' association.
- g. To comply with the requirements of an underwriting lender.
- h. To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.
- i. To enable any reputable title insurance company to issue title insurance coverage on the Lots.
- j. To enable an institutional or governmental lender to make or purchase mortgage loans on the Lots.
- k. To change the name or entity of Declarant.
- l. To change the named addition in which the Property is located. To change the name of the Association.
- m. For any other purpose, provided the amendment has no material adverse effect on any right of any Owner.

B.3.5. Completion. During the Development Period, Declarant has (1) the right to complete or make improvements indicated on the Plat; (2) the right to sell or lease any Lot owned by Declarant; and (3) an easement and right to erect, construct, and maintain on and in the Common Area, Area of Common Responsibility, and Lots owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the Property, including, without limitation, parking areas, temporary buildings, temporary fencing, portable toilets, storage areas, dumpsters, trailers, and commercial vehicles of every type.

B.3.6. Easement to Inspect & Right to Correct. During the Development Period, Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a screening wall located on a Lot may be warranted by a change of circumstance, imprecise siting of the original wall, or desire to comply more fully with public codes and ordinances. This Section may not be construed to create a duty for Declarant or the Association.

B.3.7. Promotion. During the Development Period, Declarant reserves for itself an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and Residents, for purposes of promoting, identifying, and marketing the Property and/or Declarant's homes, Lots, developments, or other products located outside the Property. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Property. Declarant also reserves the right to sponsor marketing events -such as open houses, MLS tours, and broker's parties - at the Property to promote the sale of Lots. During the Development Period, Declarant also reserves (1) the right to permit Builders to place signs and promotional materials on the Property and (2) the right to exempt Builders from the sign restriction in this Declaration.

EXHIBIT "C"

Design Guidelines

AFTER RECORDING RETURN TO:



ROBERT MIKLOS
MIKLOS-CINCLAIR
1800 VALLEY VIEW LN. #360
FARMERS BRANCH, TEXAS 75234
EMAIL: Robert@m-clegal.com

WOODSTONE

DESIGN GUIDELINES [RESIDENTIAL]

ADOPTED:

DECLARANT AS THE WOODSTONE REVIEWER:

WOODSTONE DEVELOPMENT, LTD., a Texas
limited partnership

By: Wallace Tech Incorporated, its General Partner

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____, by _____
_____ of Wallace Tech Incorporated, a Texas
corporation, general partner of Woodstone Development, Ltd., a Texas limited partnership, on behalf of
said corporation and limited partnership.

(SEAL)

Notary Public Signature

WOODSTONE
DESIGN GUIDELINES
[RESIDENTIAL]

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
A.	Background.....	1
B.	Woodstone Reviewer and Review Authority	1
II.	GOVERNMENTAL REQUIREMENTS.....	2
III.	AMENDMENTS	2
IV.	ARCHITECTURAL REVIEW OVERVIEW.....	2
A.	Objective.....	2
B.	Responsibility for Compliance	2
C.	Submittals, Approval and Review Fees.....	2
D.	Inspection	3
V.	ARCHITECTURAL AND AESTHETIC STANDARDS.....	3
A.	Plan Repetition	3
B.	Brick Color and Masonry Stone Repetition.....	3
C.	Siding and Masonry.....	4
D.	Square Footage	5
E.	Temporary/Accessory Structures.....	5
F.	Building Height.....	6
G.	Roofs and Chimneys.....	6
H.	Foundations	8
I.	Driveways.....	8
J.	Sidewalks.....	8
K.	Garages	9
L.	Exterior Lighting	9
M.	Window Coverings – Exterior.....	10
N.	Windows	10
O.	Gutters/Downspouts	10
P.	Setbacks	10
Q.	Impervious Cover	11
R.	Address Markers and Mailboxes	11
S.	Storm and Screen Doors.....	11
T.	HVAC, Pool Equipment, and Noise-generating Equipment Screening.....	11

U.	Structures Detached from Residence; Gazebos, Pergolas and Ramadas	12
V.	Signage.....	12
W.	Decorations.	12
X.	Aesthetic Appeal	12
VI.	LANDSCAPE GUIDELINES	13
A.	Landscape.....	13
B.	Tree Protection.....	14
C.	Irrigation.....	14
D.	Landscape Inspection	15
E.	Drainage	15
F.	Fencing and Walls.....	15
G.	Pools, Spas and Hot Tubs	17
H.	Basketball Goals and Sporting Equipment.....	18
I.	Playscapes, Trampolines and Sport Courts	18
VII.	EROSION CONTROL AND CONSTRUCTION REGULATIONS	18
A.	Erosion Control Installation and Maintenance	18
B.	Environmental	19
C.	Security	19
D.	Construction Hours	19
E.	Noise, Animals, Children.....	19
F.	Material and Equipment Storage	20
G.	Insurance	20
H.	Site Cleanliness	20
I.	Sanitary Facilities.....	20
J.	Construction Parking & Construction Trailers	20
K.	Schedule of Construction Fines.....	21
VIII.	PLAN REVIEW PROCESS	21
A.	Submittals.....	21
B.	Timing.....	22

I. Introduction

These Woodstone Design Guidelines [Residential] (these "Design Guidelines"), are adopted by WOODSTONE DEVELOPMENT, LTD., a Texas limited partnership (the "Declarant"), as the WOODSTONE REVIEWER. Any notice or information required to be submitted to the Woodstone Reviewer under these Design Guidelines will be submitted to the Woodstone Reviewer, Corey Ford, Phone: 214-502-9472, Email: corevford@tommyford.net

A. Background

Woodstone is a residential community located in Ellis County, Texas. Additional property located in Dallas County, Texas, may be annexed into the community.

B. Woodstone Reviewer and Review Authority

Article 6 includes procedures and criteria for the construction of Improvements within the Woodstone community. Section 6.3 provides that no Improvements may be placed, maintained, erected or constructed within the Development without the prior written approval of the Woodstone Reviewer.

During the Development Period, the Woodstone Reviewer shall be the Declarant, or its designee and/or assignee. Until expiration or termination of the Development Period, the Association does not administer the review and approval of Improvements within the Development.

II. Governmental Requirements

Governmental ordinances and regulations are applicable to all Lots within Woodstone, including, but not limited to federal, state, county and local requirements, universal building codes, if adopted, as well as: (1) those certain obligations and requirements set forth in that certain Development Agreement, by and between Declarant and the City of Ferris, Texas (the "City") dated July 12, 2021, as may be amended from time to time, applicable to Woodstone (the "Development Agreement"); and (2) those certain rules, regulations, fees, permit and inspection requirements, if any, of the Woodstone PID.

Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans to the Woodstone Reviewer for approval. Furthermore, approval by the Woodstone Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances that may affect the Owner's Lot.

The Woodstone Reviewer shall bear no responsibility for ensuring plans submitted to the Woodstone Reviewer comply with any applicable building codes, zoning regulation and other government requirements. It is the responsibility of the Owner to secure any required governmental approvals prior to construction on such Owner's Lot.

III. Amendments

The Woodstone Reviewer, acting alone, may amend these Design Guidelines. All amendments shall become effective upon recordation in the Official Public Records of Ellis County, Texas. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that they have the most current edition of the Design Guidelines and every amendment thereto.

IV. Architectural Review Overview

A. Objective

The objective of the review process is to promote aesthetic harmony in the Woodstone community by providing for compatibility of specific designs with surrounding buildings, the environment and the topography. The review process strives to maintain objectivity and sensitivity to the individual aspects of design.

B. Responsibility for Compliance

An applicant is responsible for ensuring that all of the applicant's representatives, including the applicant's architect, engineer, contractors, subcontractors, and their agents and employees, are aware of these Design Guidelines and all requirements imposed by the Woodstone Reviewer as a condition of approval.

C. Submittals, Approval and Review Fees

Requests for approval of proposed new construction, landscaping, or exterior modifications must be made by submitting the information and materials outlined in the Plan Review Process, set forth herein. No Improvements may be commenced until the Owner has received a written "Approval" from the Woodstone Reviewer. The Woodstone Reviewer may adopt a schedule of fees for plan review.

D. Inspection

Upon completion of all approved work, the Owner must notify the Woodstone Reviewer. The Woodstone Reviewer may, but shall in no event be obligated, to inspect the work at any time to verify conformance with the approved submittals.

V. Architectural and Aesthetic Standards

A. Plan Repetition

The Woodstone Reviewer may, in its sole and absolute discretion, deny a plan or elevation proposed for a particular Lot if a substantially similar plan or elevation exists on a Lot in close proximity to the Lot on which the plan or elevation is proposed. The Woodstone Reviewer may adopt additional requirements concerning substantially similar plans or elevations constructed in proximity to each other. For example:

- Plans with the same elevation can be repeated every third Lot (example: Elevation A, Elevation B, Elevation C, and Elevation A).

Elevation A	Elevation B	Elevation C	Elevation A
Elevation D	Elevation E	Elevation F	Elevation B

- Across the Street: Plans with the same elevation cannot be placed on a Lot across the street or diagonal from any other plan (example above: Elevation B).]

B. Brick Color and Masonry Stone Repetition

The Woodstone Reviewer may, in its sole and absolute discretion, deny proposed brick or masonry for a particular Lot if substantially similar brick or masonry exists on a Lot in close proximity to the Lot on which the brick or masonry is proposed. The Woodstone Reviewer may adopt additional requirements concerning substantially similar brick or masonry constructed in proximity to each other. For example:

- Similar brick or masonry can be repeated every third Lot (example: Plan A, Plan B, Plan C, and Plan A).

Brick A	Brick B	Brick C	Brick A
Brick D	Brick E	Brick F	Brick B

- *Across the Street: Same brick or masonry cannot be placed on a Lot across the street or diagonal from any other brick or masonry (example above: Brick B).]*

C. Siding and Masonry

All building materials must be approved in advance by the Woodstone Reviewer, and only new building materials (except for used brick if approved in writing) may be used for constructing any Improvements.

- **Exteriors.** The exterior of each primary residence on a Lot shall be constructed of a certain minimum of masonry construction as set forth on the Design Guidelines table below.

Masonry Requirements	
First floor	90%
Second floor – front facade	60% In addition, second floor sides of a residence shall have the masonry turn the corner and return down the sides a minimum of four feet (4'), unless the sidewall is over a roof.
Aggregate	All residences will have an aggregate amount of 80% masonry.

- **Material Choice:** Masonry, as used herein, consists of brick, stone, cultured stone or stucco or other similar products approved by the Woodstone Reviewer. Hardi-Plank and other cementitious materials are not considered masonry for purposes of these Design Guidelines; however, in areas where it is not structurally feasible to support brick, stone or stucco, then cementitious siding products may be used only if approved in writing by the Woodstone Reviewer, and so long as such materials are no greater than fifteen percent (15%) of the total masonry square footage. Only new building materials (except for used brick) shall be used for constructing Improvements.
- **Exclusions.** Roofs, eaves, dormers, soffits, windows, gables, doors, garage doors, decorative trim, and trim work are not required to be constructed of masonry.
- **Trim/Paint.** An Owner is permitted to repaint his or her residence the same color as it was painted previously without the prior approval of the Woodstone Reviewer. Any change in the color/stain of any of the trim, siding, front door, or shutters located on a residence must be approved in advance by the Woodstone Reviewer.

- Projections. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, porches, railings and exterior stairways must match the color of the surface from which they project, unless otherwise approved by the Woodstone Reviewer. If a chimney or fireplace chase is located on the side of a residence, then it is required to be constructed of masonry. If the chimney is internal, then it shall not be required to be constructed of masonry.
- Prohibited Elements:
 - Vertical siding or wood shake siding (wood siding accents may be permitted if approved by the Woodstone Reviewer).
 - Highly reflective finishes on exterior surfaces (other than non-mirrored glass or on surfaces of hardware fixtures).
 - Mirrored glass.
 - No vivid/bright colors, including but not limited to yellow, pink, purple, red, blue, or orange.
 - Concrete block.
 - Exposed metal roof decks such as galvanized steel sheets (except for architectural metal roofs otherwise approved by the Woodstone Reviewer).

D. Square Footage

All single-story and two-story dwellings are required to comply with the following minimum square footage requirements:

- For Lots zoned SF-4: 1,500 Square Feet
- For Lots zoned SF-7.5: 1,750 Square Feet
- For Lots zoned SF-TH: 1,200 Square Feet
- Calculation. For the purpose of calculating total square footage, open, covered, or screened porches, terraces, patios, decks, driveways, garages, storage facilities and walkways shall be excluded. Other detached accessory uses such as cabanas or garages are permitted, but will not count toward the minimum square footage requirement. The calculation of square feet shall be measured from outside surface to outside surface.
- Variances. The Woodstone Reviewer may, at its sole discretion, approve variances to the minimum and maximum square footages allowable on different Lot products.

E. Temporary/Accessory Structures

Detached accessory structures such as cabanas, garden buildings, detached garages, storage buildings or guesthouses are permitted if approved in advance by the Woodstone Reviewer.

- Permitted Structures. Such accessory structures: (1) must be constructed with colors similar to the primary residence, neutral, or earth tone colors, including the roof (as determined by the

Woodstone Reviewer); (2) must be no larger than one-hundred fifty (150) square feet; (3) shall not exceed the lesser of eight feet (8') in height to the plate line or twelve feet (12') to the top of the roof; and (4) must be shielded from view from the street by either the residence or fencing.

- Location. No accessory structures shall be located nearer than three feet (3') to an interior lot line. The location of such structures shall not conflict with any Plat or Applicable Law, or be located closer than ten feet (10') from the primary structure on another Lot. Roof eaves are not to be considered when calculating these distances.
- Square Footage Calculations. Permitted accessory structures do not count toward the minimum square footage requirements of these Design Guidelines.
- Variances. The Woodstone Reviewer may, at its sole discretion, approve variances on an individual basis.

F. Building Height

Proposed heights must be compatible with adjacent structures and be compatible with existing or anticipated structure heights on Lots located above or below the Lot on which the proposed residence will be constructed and must be approved in writing by the Woodstone Reviewer, prior to commencement of construction.

- Structure Height. Unless otherwise approved in advance by the Woodstone Reviewer, no building or residential structure may exceed thirty-five feet (35') in height as measured as the vertical distance between the finished floor elevation at any point within the structure and the highest ridge, peak or gable (exclusive of chimneys and ventilators).
- Views. Views are neither guaranteed, preserved nor protected within Woodstone.

G. Roofs and Chimneys

The pitch, color and composition of all roof materials must be approved in writing by the Woodstone Reviewer, prior to commencement of construction. Roof vents and other penetrations shall be as unobtrusive as possible and must match the principal color of the roof unless approved in advance by the Woodstone Reviewer.

- Accepted Roof Pitch: Unless otherwise approved in advance by the Woodstone Reviewer, the roof pitch of the primary residence erected on a Lot must be appropriate for the style of the home with a pitch of no less than 6:12, except porch and roofs added as an architectural feature, which may have a 3:12 roof pitch. All Houses with a lot size greater than fifty feet (50') in width shall have a minimum roof pitch of 6:12. All houses with a lot size of fifty feet (50') or less in width will have a minimum roof pitch of 8:12.
- Accepted Roof Materials: Roofing materials shall be limited to approved "weatherwood" or earthen colored non-reflective metal, clay, tile or 3-dimensional composition shingles with a rating of 25 years or more that conform to or exceed applicable local, FHA and VA requirements.

- Energy Efficiency Roofing. In addition, roofs of buildings may be constructed with "Energy Efficiency Roofing" with the advance written approval of the Woodstone Reviewer..
- Chimneys. Chimney style must be appropriate for the style of the home and may be brick or other masonry matching with the same permitted colors and materials as permitted on the body of the house; provided however, that any chimney located on the interior portion of the roof may also include cementitious materials solely or in addition to the brick or other masonry.
- Other Materials. Any other type of chimney or roofing material shall be permitted only with the advance written approval of the Woodstone Reviewer.
- Prohibited Elements:
 - Excessively pitched roofs.
 - Mansard, gambrel or chalet roofs.
 - Flat roofs (less than 3:12).
 - Non-dimensional or three tab composition shingles.
 - Roofs constructed too steep or too shallow for the style of the home.
 - Shed roofs except as incidental to the main roof.
 - Glossy metal and/or reflective materials or bright colors.
 - Natural or silver Galvalume.
 - Roof vents on the front plane of the home.
 - On corner lots, roof vents on street side (unless prior written approval obtained).
 - Stove-pipe chimneys, prominent chimneys or other random roof penetrations.
 - Vents or skylights facing the street.
 - White or bubble skylights.

H. Foundations

All Lots that abut, are adjacent to, or are along, in whole or in part, any greenbelt or buffer shall not have any part of the foundation exposed to a height in excess of two feet (2') from the finished grade.

I. Driveways

The design, construction materials, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Woodstone Reviewer.

- Width. Other than the flair in the driveway necessary to connect to the garage and, for side-entry garages area required for turning/maneuvering, the minimum width of a driveway is twelve feet (12') and the maximum width of a driveway path is twenty feet (20') for a two-car garage and thirty feet (30') for a three-car garage within five feet (5') from the curb (to allow for connecting radius to street). The maximum width of driveway area for a turnout shall be no more than thirty feet (30') wide.
- Setbacks. All driveways must be at least five feet (5') from adjacent property lines except when side-entry garages oppose one another, in which case the minimum is two feet (2') from adjacent Lot lines.
- Finishes. All driveways shall be surfaced with concrete (in some sections this may also be exposed aggregate and/or salt finish). Asphalt driveways are prohibited.
- Features. Drives shall intersect the street at as close to 90 degrees as possible. Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the curb and property line as well as the driveway area between the property line and the garage. Each Lot is permitted only one driveway access from the street. Driveways on corner lots abutting a cul-de-sac and another roadway must access off the cul-de-sac.
- Raised Driveway. If the driveway is raised significantly above finished grade (which will be determined by the Woodstone Reviewer in its sole and absolute discretion), the exposed sides of the driveway must be underpinned (parged). When practical, landscaping to screen the raised area is recommended, upon approval in writing by the Woodstone Reviewer.
- Ramps. Where driveways conflict with pedestrian walks, curbs must be saw cut and handicap ramps installed. Handicap ramps must be constructed to comply with all Texas Department of Licensing and Regulation Architectural Barriers Texas Accessibility Standards and American Disabilities Act (ADA) requirements.

J. Sidewalks

Each Owner of a Lot must build or cause to be built on such Owner's Lot, in a location designated by the Woodstone Reviewer, a concrete sidewalk complying with the specifications set forth in the applicable

Plat, approved subdivision plans, the Documents or any other requirements in conjunction with and at the time of construction of the residence thereon.

- Pedestrian Sidewalks. Sidewalks that run generally parallel with the street and are considered part of the overall community sidewalk or trail system are "Pedestrian Sidewalks." Pedestrian sidewalks that are four feet (4') in width shall be constructed along the street in the front of any residence and along any side street on any corner lot. Said pedestrian sidewalk shall be set back from the back of curb a distance of three feet (3') and must be constructed in accordance with the approved subdivision plans. Pedestrian sidewalks shall be surfaced with brushed concrete. Sidewalks are specifically required by Plat to be located along the right-of-way parallel to any street.
- Lead Walk. The portion of sidewalk that may connect from the Pedestrian Sidewalk to the home is called the "Lead Walk." Lead Walks may be surfaced with concrete or exposed aggregate or other surfaces as may be approved by the Woodstone Reviewer. All Lead Walks shall be located so that they run from the front porch or front door to the driveway on such Lot or to the street.
- Compliance. All sidewalks must comply with Applicable Law, including but not limited to all Texas Department of Licensing and Regulation Architectural Barriers Texas Accessibility Standards.

K. Garages

All garages (including garage doors) must be approved in advance of construction by the Woodstone Reviewer.

- Enclosed Garage. Improvements constructed on each Lot must include a private, enclosed garage capable of housing at least two (2) standard size automobiles, unless approved in writing by the Woodstone Reviewer.
- Features. Interior walls of all garages must be finished with sheetrock, textured and painted at a minimum. Each garage shall have garage doors that are wired so as to be operated by electric door openers and automatic door openers are required for all garage doors.
- Prohibited Elements:
 - Carports.
 - Open (not enclosed) automobile storage.

L. Exterior Lighting

Exterior lighting must be approved in advance by the Woodstone Reviewer.

- Brightness. Exterior lights shall be hooded and downward-shielded. Exterior lights whose direct source is visible from a street or neighboring property or which produces excessive glare to pedestrian or vehicular traffic will not be allowed. Exterior mounted lamp housings must shield

lamp (maximum 75 watts) from view and the direct light. Housing must be at least 8 inches long, extend at least 3 inches beyond lamp and have a maximum angle from the wall of the structure of 30 degrees. Decorative or lantern fixtures shall have a maximum of 45 watts per fixture.

- Number. The number of exterior light fixtures for the house and the landscape may be limited in order to prevent excessive lighting. When the lighting is being installed on the site, a nighttime inspection and written approval by a representative of the Woodstone Reviewer may be required prior to final installation.
- Prohibited Elements:
 - Use of other than white or color corrected high intensity lamps and exterior lights (except holiday lighting that may not be installed more than thirty (30) days before a holiday and must be removed no more than twenty-five (25) days after the holiday).
 - Exterior lights the color of which exceeds 3200k.
 - Sodium, mercury vapor, or bare HID yard lights.

M. Window Coverings – Exterior

Window awnings shall be approved in advance by the Woodstone Reviewer and shall only be allowed in the rear of a residence. All awnings must match the color of the residence. Brightly colored, multi-colored, or patterned awnings are not permitted. Awnings must be appropriately sized for the window they cover, and must be either flush mounted or interior mounted to the residence. Exterior-mounted equipment will not be permitted. When not use in use, awnings shall blend into the exterior of the residence. Awnings must be kept in good condition and must be maintained to avoid hardening, cracks, peeling or tears.

N. Windows

Adhesive-backed sunscreens/window films are permitted only if they are of dark or “smoke” color. Metallic or reflective sunscreens/window films are prohibited. Mesh security or solar screens are also prohibited. Window unit air conditioners or evaporative coolers are prohibited.

O. Gutters/Downspouts

Gutters and downspouts shall match the color of the existing trim of the residence. Downspouts shall be oriented to direct water toward the street and not onto adjacent Lots. No piped drains are permitted to have an outlet that directs water to adjoining Lots.

P. Setbacks

Applicable setbacks are set forth on the Plat. No building shall be located closer than the following distances from the primary dwelling structure on another Lot:

- For Lots zoned SF-4: Ten feet (10')
- For Lots zoned SF-7.5: Ten feet (10')
- For Lots zoned SF-TH: Five feet (5')

Q. Impervious Cover

The maximum impervious cover per Lot shall be as governed by the Plat.

R. Address Markers and Mailboxes

Address markers must be readily visible from the street. Address markers shall be located on a residence unless otherwise approved by the Woodstone Reviewer. Address markers located on a residence shall be metal (i.e., brass, wrought iron) or cast stone, and shall be no larger than six (6) inches in height. If permitted by the Woodstone Reviewer, address markers painted on the curb in front of a residence shall be painted with white numbers against a black background. Fluorescent or brightly colored numbers are not permitted. Centralized mailbox units will be provided in the community for mail pick-up and delivery.

S. Storm and Screen Doors

Screen and storm doors must be approved in advance and in writing by the Woodstone Reviewer and shall be finished to match or complement the window mullions or the trim on the residence. Screen and storm doors shall have transparent glass. Screen doors shall have screen mesh with an even transparent look. Silver finished aluminum doors or windows are not permitted.

T. HVAC, Pool Equipment, and Noise-generating Equipment Screening

HVAC machines and compressors, pool equipment, and any noise-generating equipment shall be enclosed by a structural screening element constructed of materials approved by the Woodstone Reviewer.

U. Structures Detached from Residence; Gazebos, Pergolas and Ramadas

Proposed structures shall match or be compatible with the residence. Plans and specifications including (i) a site plan showing the location of the structure and distances to Lot boundary lines and other structures on the Lot, (ii) materials, (iii) colors, (iv) elevations, and (v) purpose and proposed use of the structure must be submitted to the Woodstone Reviewer. Natural stain grade, rot resistant woods may be used in its natural color with a non-colored wood preservative or outdoor stain color approved by the Woodstone Reviewer; other woods used for construction must be painted to match the residence. The overall height of a structure shall not exceed twelve feet (12') in height. A gazebo shall not exceed seventy-five (75) square feet in size. Roofing shall match or complement that of the residence. Structures shall only be located in side or rear yard locations. Gazebos shall: (1) have a five foot (5') minimum clearance from any fence or Lot line; (2) be constructed with open sides or low railing only; solid walls are not permitted; and (3) have foundations of structurally re-enforced concrete. Only one (1) gazebo is permitted per Lot and is not permitted on a Lot that already has another yard structure.

V. Signage

The Documents permit Declarant to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots. Upon written approval from the Woodstone Reviewer, a Homebuilder may be permitted to erect and maintain such signs, flags and banners by submitting along with the application for approval the location, size, number, design and other features of the signs, flags and banners requested. If approved, such signs, flags and banners must be removed immediately upon sale of the Lot(s) for which the signs, flags and banners were displayed. Approval by the Woodstone Reviewer shall not relieve Homebuilder from the obligation to apply for and obtain any other governmental permits before erecting and maintaining such signs, flags or banners.

W. Decorations.

Yard decorations, statuary and furniture (i.e.: plastic flamingos, gnomes, ceramic sculpture, statues, wells, fountains, swings, etc.) in the front and side yards are prohibited. Patio furniture or fountains may be allowed behind the garage setback line or under covered porches but must first be approved in advance by the Woodstone Reviewer. Any yard decorations, statuary and furniture in the rear yard must not exceed six feet (6') in height. Holiday decorations will not require approval if installed no earlier than thirty (30) days before a holiday and removed no later than twenty-five (25) days after a holiday. Any variation from these time periods will require approval of the Woodstone Reviewer. The Woodstone Reviewer reserves the right to request reasonable modifications to holiday decorations if deemed appropriate.

X. Aesthetic Appeal

The Woodstone Reviewer may disapprove the construction or design of a home on purely aesthetic grounds. Any prior decisions of the Woodstone Reviewer regarding matters of design or aesthetics shall

not be deemed to have set a precedent if the Woodstone Reviewer feels that the repetition of such actions would have any adverse effect on the community.

VI. Landscape Guidelines

A. Landscape

General landscaping guidelines for each Lot are set forth below. Notwithstanding the subsequent provisions, the installation of native or drought-resistant landscaping or water-conserving turf on a residential lot, which is a landscaping procedure known as xeriscaping ("Xeriscaping") will be allowed in certain instances. All landscapes and landscaping must be approved in writing by the Woodstone Reviewer prior to installation. An approved list of plants and turf is set forth on the Plant List on Attachment 1.

- Plans. Detailed landscape plans for each Lot must be submitted to the Woodstone Reviewer for consideration at least thirty (30) days before installation is planned. No significant (*i.e.*, major changes in the plant list, plant and plant bed locations, plant count, hardscape design, materials) revisions may be made to approved plans without submission to, and further approval by the Woodstone Reviewer of the revised plans. Landscape plans must include vegetative screening for above ground utility connections visible from the street or adjacent properties. Hardscape elements in the landscaping must be in scale with the home and associated structures.
- Materials. All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or sodded grasses that are commonly used in Central Texas for landscaping purposes and that are approved by the Woodstone Reviewer. An emphasis should be placed on utilizing native plants that are drought tolerant. The front yard and front side yard of all Lots, from the front property line to the front fence of the house, must have an irrigation system and shall be fully sodded with St. Augustine, Bermuda, Zoysia, Prairie Buffalo Grass, or other sod approved by the Woodstone Reviewer. For lots at least fifty feet (50') in width, at least two (2) shade trees that are three (3) inch in diameter shall be planted prior to occupancy of a Lot, at least one of which shade trees shall be planted in the front yard. For lots fifty feet (50') or less in width, there shall be one (1) four-inch (4") shade tree and one (1) eight foot (8') minimum height ornamental tree planted for every two (2) residential Lots. Trees may be grouped together and planted in a cluster within the block. For lots greater than fifty feet (50') in width, there shall be a minimum of eight (8) three (3) gallon shrubs across the front of the residence. For lots fifty feet (50') or less in width, there shall be a minimum of six (6) three (3) gallon shrubs across the front of the residence. A minimum of two inches (2") of mulch is required for all shrub and bed areas. Turf grass shall have a minimum of four inches (4") of native soils or improved soils. Caliche is not considered soil. An Owner must plant grass within three (3) days after top-soil for planting grass has been delivered to the Lot.
- Installation and Maintenance. Landscaping of new homes must be installed within thirty (30) days of completion and in any event, landscaping in accordance with the approved plans shall be completely installed prior to occupancy of a residence. Modifications of existing landscaping must be completed within fourteen (14) days of commencement. Extensions to the time limit may

be granted by the Woodstone Reviewer but may require a deposit. After installation, landscaping (including temporary landscaping) shall be properly maintained at all times.

- Gardens; Sculptures and Fountains. Any Owner who wishes to plant one or more gardens upon their Lot must obtain the approval of the Woodstone Reviewer. The use of fountains and sculptures in the front yard and the front side yard of any Lot is strongly discouraged and will only be allowed if approved by the Woodstone Reviewer.
- Reservation of Future Approvals. The Woodstone Reviewer reserves the right to require additional landscaping for pools, cabanas and other hardscape elements that may be constructed after completion of the residence and associated landscaping.
- Prohibited Elements.
 - Rock other than crushed granite as a ground cover (unless approved in advance by the Woodstone Reviewer).

B. Tree Protection

Protection and preservation of trees is of significant importance to the aesthetics of the community and the environment of Woodstone.

- Vegetative Fencing. Whenever possible and economically feasible, all trees should be preserved and protected during construction with vegetative fencing.
- Tree Removal. As used herein, the “Building Envelope” shall be defined as the area of the Lot that is allowed for construction of improvements as defined by the setbacks of the Lot. A “Specimen Tree” is defined as a tree that is healthy and with a uniform canopy, excluding Junipers and Mesquite. In the area outside the Building Envelope, a Specimen Tree that is nine inches (9”) or larger in diameter measured twenty-four inches (24”) off the ground must be flagged and approved in writing by the Woodstone Reviewer prior to removal.
- Oak Wilt. Sound horticultural practices, as recommended by the Texas Forest Service, are required to prevent the establishment or spread of oak wilt. Specific requirements include:
 - Tree pruning tools and blades shall be sterilized prior to and between cutting any oak trees.
 - Oak tree pruning is discouraged from February 1st to June 15th.
 - Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound).
 - All firewood shall be covered.

C. Irrigation

- Full Yard Requirements. Full yard programmable irrigation systems shall be installed on all Lots and all irrigation systems must be installed and maintained pursuant to any state or local water

requirements, including any applicable Texas Commission on Environmental Quality ("TCEQ") regulations.

- Backflow Prevention Device. Each Owner is advised that TCEQ regulations require the installation of a backflow prevention device at any connection to a public drinking water supply. If a backflow prevention device is required, the Owner will be obligated to have performed a yearly inspection by a licensed TCEQ Backflow Prevention Assembly Tester.
- Drip Systems. The use of drip irrigation is encouraged. Irrigation sprinkler systems must use heads that emit large drops rather than a fine mist. All irrigation systems shall be zone based on plant watering requirements.
- Drought Management Plans. Drought management plans may be implemented, as necessary, by the Woodstone Reviewer.

D. Landscape Inspection

The Woodstone Reviewer may, upon the Owner's completion of the installation of landscaping, conduct an on-site inspection of the property to ensure compliance with the approved plan.

E. Drainage

There shall be no interference with the established drainage patterns except by Declarant unless adequate provision is made for proper drainage and such provision has been certified by a professional engineer and approved in advance by the Woodstone Reviewer.

- Site Drainage. Responsibility for proper site drainage rests with the Owner. Each Owner is solely responsible for correcting any change in water flow or drainage caused by the construction of Improvements on such Owner's Lot. All Lots shall be graded so that surface water flows in conformity with the drainage plans for the Development.
- Area Drains. No area drains are allowed to extend through the curb, and any area drain opening must be behind the curb within the Lot and cannot extend to the street or right-of-way.

F. Fencing and Walls

The materials, height, location and construction of all fences must be approved in advance by the Woodstone Reviewer.

- Lot Fencing. Fencing is required along the sides (commencing from approximately the middle or rear portion of the house) and rear of the lot. Courtyard walls that are architectural walls and designed for individual house plans will be considered for approval by the Woodstone Reviewer.
- Construction. All fencing that faces any street shall be constructed so that the front portion (i.e. smooth, with no backing) of the fencing faces the street. Fences shall utilize metal posts and must have at least three (3) horizontal boards for attaching the pickets.

- Greenbelt Fencing. Unless otherwise approved in writing at the sole discretion of the Woodstone Reviewer, all Lots on, abutting, or adjacent to any greenbelt, critical environmental feature, or buffer shall be of ornamental wrought iron without columns, along the rear property line and along the side property lines (from the rear property line to the back of the house.) All wrought iron fences shall be six feet (6') in height with pickets no greater than 4 inches (4") apart (or such other standard as is required by the City of Ferris) and painted glossy black or such other color determined by the Woodstone Reviewer.
- Fencing Facing Streets. Any fence that faces the street shall be stained using one of the following stain brands and colors: (i) Wood Defender, (ii) Transparent Leatherwood, (iii) a substantially equivalent brand and color approved by the Woodstone Reviewer, (iv) a color subsequently determined by the Woodstone Reviewer, or (v) be board-on-board with a 2x8 cap and 1x4 apron.
- Retaining Walls. All retaining wall plans over four feet (4') tall or within any right-of-way must be submitted to the Woodstone Reviewer for consideration and must be constructed in accordance with stamped engineered plans by a licensed engineer.
- Plans. Plans submitted for fences or walls must be drawn on an accurate copy of the site plan.
- Setbacks. The side yard fence at the point where it connects to the house must be setback a minimum of four feet (4') from the front corner of the house and a minimum of two feet (2') from the back corner of the house. All side yard fences must be installed so that they are perpendicular to the house unless circumstances on site dictate otherwise. Side yard fences must be installed so that all pickets are facing toward the street and no fence rails are seen from the street.
- Obstruction of Site-Lines Prohibited. No fence, wall or hedge or shrub planting that obstructs sight lines at elevations between two and a half feet (2.5') and six feet (6') above the roadway shall be allowed on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten feet (10') from the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of way lines, as extended. The same sight-line limitations apply to a Lot within ten feet (10') from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight-lines. The Owner is required to maintain an unobstructed view corridor as required by this paragraph and the Plat.
- Stain. All side-yard fences may only be stained using a stain that is approved in advance by the Woodstone Reviewer. Any part of the fence that is visible from any street shall be routinely re-stained (no less than every four (4) years) in the approved stain color and the Woodstone Review and/or the Association shall have the right to re-stain such visible portion of the fence and charge the expense to the Owner.
- Prohibited Elements:
 - Shadowbox or "Pallet" type fencing.
 - Fencing of front yards.

- o Solid walls enclosing an entire site.

G. Pools, Spas and Hot Tubs

An application must be submitted to the Woodstone Reviewer in conjunction with the review of any application for any proposed swimming pool, spa, or hot tub. The materials, location and construction of all pools, spas and hot tubs must be approved in advance by the Woodstone Reviewer. All pools and accompanying spas shall be designed by a licensed engineer experienced in the design and construction of pools and spas, and constructed in accordance such engineer's designs and specifications.

- **In Ground.** Swimming pools and accompanying spas shall be in-ground, or a balanced cut and fill, and shall be designed to be compatible with the site and the dwelling. All exposed concrete on "Infinity Edge" swimming pools must be properly screened through the use of landscaping and no more than three feet (3') of exposed concrete may be visible. Self-contained above-ground hot tubs require approval by the Woodstone Reviewer. Above-ground pools, masonry block, vinyl lined, and low hung vinyl lined pools are prohibited.
- **Screening; Fencing.** Screening, fencing, security and maintenance are required of all swimming pools, spas and hot tubs, and any accompanying equipment. The fencing or screening shall not be higher than necessary to screen the pools, spas and hot tubs, and equipment and shall not exceed a height greater than six feet (6') from the natural ground elevation. Additional fencing, if any is proposed in addition to the yard fencing, and/or walls around the swimming pool, spa or hot tub must be approved in advance by the Woodstone Reviewer and integrated into the design of the dwelling and site. Fences must meet all governmental regulations and no pool, spa, hot tub or other similar water containing basin shall be filled with water until proper fencing is installed.
- **Location.** All swimming pools, spas and hot tubs, and associated decks shall be located in side or rear yards. They may not be located in easements. Only one (1) hot tub is permitted on a Lot, and shall only be located in the rear yard.
- **Plans.** The swimming pool, spa or hot tub plan must be drawn on a copy of an accurate site plan and shall include specific indications of distances from the water containing basin(s) and surrounding slab walks to the lot lines and building setbacks.
- **Backwash.** Unless otherwise expressly approved by the applicable governmental agency or utility service provider, backwash from a swimming pool, spa or hot tub drain with a backwash filtering system must be contained within the Lot on which the swimming pool, spa or hot tub has been constructed and is not permitted to be discharged into any street, adjoining Lot or drainage easement.
- **Construction Deposit.** A construction deposit is required for all swimming pool, spa or hot tub construction (except for any Homebuilder that has already provided a construction deposit for the construction of the home).

- Lot Access. No access across another Lot or greenbelt/open space area for the purpose of building or maintaining a swimming pool, spa or hot tub is permitted without the prior written approval of the other property owner or the Woodstone Reviewer in the case of greenbelts/open spaces.

H. Basketball Goals and Sporting Equipment

The Woodstone Reviewer shall have the authority to establish additional guidelines for any other similar sporting equipment and the same shall be kept and maintained out of view from any street, except in accordance with any such established guidelines.

I. Playscapes, Trampolines and Sport Courts

Playscapes, recreational or sport courts and trampolines must be approved in writing by the Woodstone Reviewer prior to the commencement of construction or placement.

- Features. If allowed, these facilities must be properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties. Special attention will be placed on color schemes and on the visibility of the equipment from the street and neighboring Lots.
- Plans. Plans for playscapes and sport courts must be drawn on an accurate copy of the site plan and must include proposed screening.
- Prohibited Elements.
 - Direct or indirect lighting of the playscape, trampoline or sport court.
 - Netting enclosures (except safety netting around a trampoline). Playscapes, trampolines and sport courts may not be lighted.
 - Tennis courts.

VII. Erosion Control and Construction Regulations

The following restrictions shall apply to all construction activities in Woodstone. It is the responsibility of all Owners and/or contractors to adhere to State and Federal stormwater runoff protection and prevention requirements that may be applicable to their construction activities and to obtain proper permits as may be required. Periodic inspections by a representative of the Woodstone Reviewer may take place in order to identify non-complying construction activities. If items identified as not complying with the regulations are not remedied in a timely manner, fines will be levied.

A. Erosion Control Installation and Maintenance

Upon written approval by the Woodstone Reviewer, it is the responsibility of the Owner to install erosion and sedimentation control measures prior to the start of construction and to maintain the measures throughout construction.

- Limits of Construction. Construction site disturbance shall be limited to the extent feasible based on good design practice and construction techniques; the areas of approved disturbance shall be defined by silt fence, chain link fencing, orange plastic mesh fencing or other appropriate methods.
- Silt Fencing. Silt fencing installed to all applicable standards is required to be properly installed and maintained to protect the low sides of all disturbed areas, where storm-water will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site.
- Sediment Removal. Built-up sediment will need to be removed from the silt fence after heavy or successive rains, and that any breach in the fencing will need to be repaired or replaced immediately. If for any reason the silt fence is to be temporarily removed, a representative of the Woodstone Reviewer must be contacted prior to the removal.

B. Environmental

It is the responsibility of all Owners and/or Homebuilders (or their contractors) to adhere to Applicable Law, including, but not limited to, State and Federal storm water runoff protection and prevention requirements that may be applicable to their construction activities and to obtain proper permits as may be required. Periodic inspections by a representative of the Woodstone Reviewer may take place in order to identify non-complying construction activities. If items identified as non-complying with the regulations are not remedied in a timely manner, fines will be levied in accordance with the Documents.

C. Security

Neither the Woodstone Reviewer, the Association, nor the Declarant shall be responsible for the security of job sites during construction. If theft or vandalism occurs, the Owner should first contact the Police Department or the Ellis County Sheriff's Department and then notify the Woodstone Reviewer.

D. Construction Hours

Unless a written waiver is obtained from the Woodstone Reviewer, construction may only take place as follows:

- Hours. Monday through Friday from 7:00 a.m. until 7:00 p.m., and on Saturdays from 9:00 a.m. until 6:00 p.m.
- Holidays. There shall be no construction on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day.
- Waivers. Waivers may be given for the pouring of concrete slabs during the summer months.

E. Noise, Animals, Children

The use of music devices and noise must be restrained so as not to be heard on an adjoining Lot or street. Contractors and subcontractors may not bring dogs or children under sixteen (16) years of age to construction sites.

F. Material and Equipment Storage

All construction materials and equipment shall be neatly stacked, properly covered and secured. Any storage of materials or equipment shall be the Owner's responsibility and at their risk. Owners may not disturb, damage or trespass on other Lots or adjacent property.

G. Insurance

The Woodstone Reviewer may require an Owner to procure adequate commercial liability insurance during construction naming the Association, the Declarant, and the Woodstone Reviewer as additional insureds in an amount to be determined, from time to time, by the Woodstone Reviewer.

H. Site Cleanliness

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming an eyesore.

- Trash Containers. Owners and Homebuilders shall clean up all trash and debris on the construction site. Trash and debris shall be removed from each construction site on a timely basis. The Woodstone Reviewer will have the authority to require that one dumpster be provided to serve no more than two Lots. In addition to any dumpster, a trash receptacle approved in advance by the Woodstone Reviewer will be located on each Lot during construction. Trash receptacles must be emptied periodically and will not be permitted to overflow. Chain link fencing is not an acceptable enclosure material for temporarily containing trash. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site.
- No Dumping or Burning. The dumping, burying or burning of trash is not permitted anywhere in Woodstone.
- Heavy Equipment and Debris. When moving heavy equipment, precautions must be taken to prevent damage to pavement, curbs, and vegetation. Track loaders are not to be operated on paved or concrete surfaces. Mud, dirt and other construction debris that is tracked off the construction site shall be cleaned on a daily basis. Skid steer loaders are not to be used to clean the streets by scraping them.

I. Sanitary Facilities

A temporary sanitary facility (chemical toilet) shall be provided and maintained for the use of construction workers on or within three (3) Lots of the construction site.

J. Construction Parking & Construction Trailers

Construction crews shall not park on, or otherwise use, other Lots. No construction vehicle will be permitted to leak oil or otherwise damage or deface any street located within the community. The Documents permit Declarant to maintain and locate construction trailers and construction tools and equipment.. Upon written approval from the Woodstone Reviewer, a Homebuilder may be permitted to establish a construction trailer, field office or similar temporary structure by submitting along with the application for approval, a copy of the site plan with proposed locations of trailer, field office or similar temporary structure with a trash receptacle noted thereon. The trash receptacle shall be of an approved size. Such temporary structure, if approved, must be removed immediately upon completion of construction. Approval by the Woodstone Reviewer shall not relieve Homebuilder from the obligation to apply for and obtain any other governmental permits before moving any such construction trailer, field office, etc.

K. Schedule of Construction Fines

Periodic inspections by a representative of the Woodstone Reviewer may take place in order to identify non-complying construction activities. Fine amounts may be set forth in the Fine and Enforcement Policy in the Community Manual.

VIII. Plan Review Process

The construction or installation of any Improvements, changes to existing Improvements, or the reconstruction of Improvements, will require the submission of plans and specifications for approval of the Woodstone Reviewer before any such construction or installation activity is commenced. The Woodstone Reviewer may waive plan and specification requirements for certain modifications or improvements at its discretion.

A. Submittals

The Plan Review Process includes three (3) stages of review, plus Final Approval by the Woodstone Reviewer:

Stage 1 – Pre-approval of standard sets of plans, elevations for multiple homes that will be allowed to be built by each Homebuilder. Alterations to the plans and plans not included in the pre-approved list must be independently approved in advance of construction.

Stage 2 – Submittal of a site plan showing the specific home on the specific lot upon which it is proposed to be built. Must show compliance with all set-backs, easements, etc. Also must show location of and material to be used for driveway, sidewalks, patios, decks, and any ancillary improvements along with house siding, roof, trim colors, and siding and trim materials.

Stage 3 – (Can be submitted during Stage 2) Diagram showing placement of required landscaping plants and any additional landscape improvements that may be specific to the particular house.

Final Approval - To obtain final approval, a completed Final Plan Application attached hereto as Attachment 2 must be submitted to the Woodstone Reviewer, including any information or materials requested but not previously provided or submitted (can be submitted at any Stage above).

Improvements on a Lot may not commence until such Final Plan Application has been submitted and executed by the Woodstone Reviewer.

B. Timing

The Woodstone Reviewer will attempt to review all applications and submittals within thirty (30) days after submission. Please plan construction activities to allow sufficient time for submittals and review as outlined above, and for obtaining Final Approval prior to commencement.

ATTACHMENT 1
PLANT LIST

NOTE: THE FOLLOWING PLANTS/SHRUBS/TREES ARE APPROVED

Canopy Trees:

SCIENTIFIC NAME	COMMON NAME	COMMENTS
<i>Acer grandidentatum</i>	Bigtooth Maple	fall color
<i>Carya illinoensis</i>	Pecan	tree litter
<i>Fraxinus texensis</i>	Texas Ashe	
<i>Juglans microcarpa</i>	Texas Black Walnut	
<i>Pistacia texensis</i>	Texas Pistache	
<i>Platanus occidentalis glabrata</i>	Sycamore	moist areas
<i>Quercus muhlenbergii</i>	Burr Oak	
<i>Quercus glaucoides</i>	Lacey Oak	
<i>Quercus pungens</i> 'Vaseyana'	Chinquapin Oak	
<i>Quercus shumardii</i>	Shumard Oak	fall color
<i>Quercus sinuata</i>	Shin Oak	drought tolerant
<i>Sapindus drummondii</i>	Western Soapberry	drought tolerant
<i>Taxodium distichum</i>	Bald Cypress	moist
<i>Ulmus americana</i>	American Elm	
<i>Ulmus crassifolia</i>	Cedar Elm	drought tolerant

<i>Ulmus parvifolia</i>	Chinese Elm	
<i>Ulmus parvifolia</i> 'Drake'	Drake Elm	fast growing
Ornamental Trees:		
SCIENTIFIC NAME	COMMON NAME	COMMENTS
Japanese Maple	Acer Palmatum	
<i>Acacia wrightii</i>	Wright Acacia	full sun
<i>Aesculus arguta</i>	Texas Buckeye	DR
<i>Aesculus pavia</i>	Red Buckeye	
<i>Bumelia lanuginosa</i>	Wooly-Bucket Bumelia	sun/drought
<i>Cercis canadensis alba</i>	Whitebud	
<i>Cercis canadensis texana</i>	Texas Redbud	sun/drought
<i>Chilopsis linearis</i>	Desert Willow	DR
<i>Cornus drummondii</i>	Rough Leaf Dogwood	shade/DR
<i>Crataegus reverchonii</i>	Reverchon Hawthorn	
<i>Crataegus tracyi</i>	Mountain Hawthorn	fall color
<i>Diospyros texana</i>	Texas Persimmon	sun/drought/DR
<i>Ilex decidua</i>	Possumhaw Holly	sun/shade
<i>Ilex vomitoria</i>	Yaupon Holly	sun/drought
<i>Juniperus ashei</i>	Cedar	sun/drought
<i>Koeleruteria paniculata</i>	Goldenrain Tree	susceptible to freeze

<i>Lagerstroemia indica</i>	Crape Myrtle	sun/summer color
<i>Parkinsonia aculeata</i>	Jerusalem Thorn	sun
<i>Pinus eldarica</i>	Afgan Pine	
<i>Prunus americana</i>	American Plum	
<i>Prunus caroliniana</i>	Carolina Laurel Cherry	moist soils, subject to Chorusis
<i>Prunus mexicana</i>	Mexican Plum	
<i>Prunus serotina</i> 'eximia'	Escarpment Black Cherry	
<i>Pyrus calleryana</i> 'Bradford'	Bradford Pear	white flower, formal
<i>Rhamnus caroliniana</i>	Carolina Buckthorn	moist soils
<i>Rhus lanceolata</i>	Prairie Flameleaf Sumac	sun/drought/DR
<i>Rhus glabra</i>	Smooth Sumac	sun/drought/DR
<i>Sophora secundiflora</i>	Texas Mountain Laurel	sun/drought/DR
<i>Ungnadia speciosa</i>	Mexican Buckeye	sun/DR

Shrubs:

SCIENTIFIC NAME	COMMON NAME	COMMENTS
<i>Abelia grandiflora</i>	Glossy Abelia	
<i>Agave americana</i>	Agave/Century Plant	full sun/drought tolerant
<i>Anisacanthus wrightii</i>	Flame Acanthus	
<i>Callicarpa americana</i>	French Mulberry	sun/DR
<i>Cephalanthus occidentalis</i>	Button Bush	sun/shade/moist

WOODSTONE
DESIGN GUIDELINES
[RESIDENTIAL]

STATE OF TEXAS COUNTY OF ELLIS
I hereby certify this instrument was filed on the date
and time stamped hereon and was duly recorded in
the records of Ellis County, Texas as stamped hereon.
COUNTY CLERK, ELLIS COUNTY, TEXAS



Huber Valley