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**STATE OF TEXAS §
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COUNTY OF DALLAS §**

**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOHO SQUARE DEVELOPMENT,
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

This Master Declaration of Covenants, Conditions and Restrictions for SOHO Square Development, City of Dallas, Dallas County, Texas (this "Declaration") is executed effective as of January 9, 2019, by Megatel Trinity Meadows, LLC, a Texas limited liability company (the "Declarant").

RECITALS:

- A. The Declarant is the owner of the real property in Dallas County, Texas, described on Exhibit A attached hereto (the "Property"). The Declarant has or is developing the Property in one or more Phases (as hereinafter defined) as addition(s) to the City of Dallas, and Dallas County to be collectively known as "SOHO Square" (the "Project").
- B. The Declarant desires to establish the Project as a mixed-use community of condominium, commercial, retail, multi-family, single family residential attached and/or single family detached uses and building types on the Property and, accordingly, has executed this Declaration to impose the covenants, conditions, restrictions, and easements herein described upon the Property.

ARTICLE 1

ESTABLISHMENT

Section 1.1 **Establishment of Covenants, Conditions and Restrictions**. The Declarant hereby imposes upon the Property the covenants, conditions, restrictions, liens and easements set forth in this Declaration (the "**Covenants**") for the purposes of establishing a general scheme for development of the Property, enhancing the value of the Lots (defined below) and Buildings (defined below), and establishing restrictions for the Permitted Uses (as defined below) for the benefit of the Declarant, Builders (defined below) and the Owners (defined below). The Declarant does not guarantee that all of these purposes will be accomplished through the creation and imposition of the Covenants. The Covenants touch and concern title to the Property, run with the land and shall be binding upon all persons hereafter acquiring any portion of the Property.

Section 1.2 **Definitions**. The terms set forth below shall have the indicated meanings when used in this Declaration; other terms are defined elsewhere herein and shall have the meaning given to them in this Declaration.

"Architectural Control Committee" or "**Committee**" shall have the meaning assigned to such term in Section 8.1 hereof.

"Architectural Approval" shall have the meaning assigned to such term in Section 8.2 hereof.

"Association" shall mean and refer to SOHO Square Master Property Owners Association, Inc., a non-profit corporation formed in the State of Texas in accordance with the Certificate of Formation, Organizational Consent and Bylaws thereof, copies of which are attached hereto as **Exhibit C** and incorporated herein by reference, and as may be amended from time to time in accordance with the terms set forth therein.

"Attached Dwelling" shall mean and refer to any Dwelling constructed on an Attached Dwelling Lot as a single-family attached residence or townhome.

"Attached Dwelling Building" shall mean and refer to the structure comprised of two or more Attached Dwellings that (i) is located on two (2) or more Attached Dwelling Lots, and (ii) has one (1) or more party walls separating the Attached Dwellings comprising such Attached Dwelling Building.

"Attached Dwelling Lot(s)" shall mean and refer to those Lots shown on any Plat and/or the Design Guidelines that are intended for development and use of construction of an Attached Dwelling.

"Board of Directors" or "**Board**" means the board of directors of the Association. Declarant shall appoint all directors to the Board during the Development Period. From and after the expiration of the Development Period, at least one (1) director on the Board shall be appointed by each of the Sub-Associations formed pursuant to this Declaration (each, a "**Sub-Association Director**"), at least one (1) director on the Board shall be elected by a majority vote of the Owner(s)

owning all or any Lots that are not subject to a Sub-Association or Sub-Declaration (the "**Other Director**"), and at least one (1) director on the Board shall be elected by a vote of the Sub-Association Directors and Other Director taken together (the "**At Large Director**"). The President of a Sub-Association shall serve as and be deemed to be the Sub-Association Director for the Association, absent such Sub-Association appointing a person to serve as Sub-Association Director hereunder.

"**Building**" shall generally refer to herein to an Attached Dwelling Building, a Detached Dwelling, Commercial Building, Condominium Building, Mixed-Use Building and/or a Multi-Family Building (whether one or more), as the context may require.

"**City**" means the City of Farmers Branch, Texas.

"**Commercial Building**" means and refers to the vertical structure to be constructed on the Commercial Lot for use and occupancy for one or more Commercial Use(s).

"**Commercial Lot**" shall mean and refer to the Lot(s) located within the Project designated for development of one or more Buildings with one or more Commercial Uses.

"**Commercial Use**" shall mean any commercial, and/or retail uses, which may include, without limitation, (i) business service, personal service, or retail service, (ii) amphitheater, (iii) office, (iv) general retail, retail specialty or retail trade, (v) studio uses, (vi) commercial indoor amusement, and/or (vii) restaurants, and coffee shops. Commercial Use specifically excludes Multi-Family Uses.

"**Condominium Building**" means and refers to the vertical structure to be constructed on a Condominium Lot for with one or more Condominium Unit(s) for Residential Use, Commercial Use or Mixed-Use.

"**Condominium Lot(s)**" shall mean and refer to the Lot(s) located within the Project designated for development of Condominium Units and may include one or more Buildings.

"**Condominium Unit**" means a physical portion of the Condominium Building that is designated for separate ownership or occupancy, the boundaries of which are more particularly described in the Sub-Declaration applicable to such Condominium Building.

"**Common Area**" means the portion of the Land that is not situated within a Lot and any other property rights within the Land which are known, described or designated for, or which shall subsequently be intended for or devoted to, the common use and enjoyment of the Members. The Common Area may include real property owned by the Association or non-owned property maintained by the Association. The Common Area shall specifically include that certain acreage developed as a lake and related lakefront open space and improvements described and/or depicted on an **Exhibit** and attached hereto and incorporated herein by reference or which may be identified by Exhibit through use of a Dedicatory Instrument after the recording of this Declaration.

“Common Improvements” means those improvements initially made by Declarant within the Common Area, together with such other improvements as may be made hereafter by the Association, including, without limitation, paving and other improvements within private alleys located in the Project. The Common Improvements may include parks, lakes, trails, sculpture, monuments, signs, lighting, medians within public rights-of-way, common landscaping and hardscape improvements, irrigation improvements, and related structures and improvements. The Common Improvements specifically include, without limitation, the common amenity center and related improvements described and/or depicted on an **Exhibit** attached hereto and incorporated herein by reference or as provided and/or identified at a later time after the recording of this Declaration and filed as a Dedicatory Instrument.

“Common Properties” means the Common Area and Common Improvements, collectively. **AS IS CONDITION; RELEASE.** EACH OWNER, RESIDENT, FAMILY MEMBER, AND THEIR GUESTS ACCEPT THE CURRENT AND FUTURE CONDITION OF THE PROPERTY AND ALL IMPROVEMENTS CONSTRUCTED THEREON **AS IS AND WITH ALL FAULTS.** NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE BY DECLARANT, THE ASSOCIATION OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS AS TO THE CONDITION OF THE PROPERTY OR ANY IMPROVEMENTS THEREON. EACH OWNER AND RESIDENT HEREBY RELEASE AND AGREES TO HOLD HARMLESS THE DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE “RELEASED PARTIES”), FROM ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE PROPERTY OR ANY IMPROVEMENTS THEREON, WHETHER BY AN OWNER, RESIDENT OR A THIRD PARTY, EVEN IF DUE TO THE NEGLIGENCE OF THE RELEASED PARTIES OR ANY ONE OF THEM. EACH OWNER AND RESIDENT FURTHER ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE OWNER OR RESIDENT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE CONDITION OF THE PROPERTY OR ANY IMPROVEMENTS THEREON, AND ALL SUCH WARRANTIES ARE HEREBY WAIVED AND RELEASED BY EACH OWNER AND RESIDENT.

“Declarant” means Megatel Trinity Meadows, LLC, a Texas limited liability company, and its successors in interest to the Land through (i) a voluntary disposition of all (or substantially all) of the assets of such entity and/or the voluntary disposition of all (or substantially all) of the right, title and interest of the entity in and to the Land where such voluntary disposition of right, title and interest expressly provides for the transfer and assignment of the rights of such entity as Declarant as provided in **Section 13.6** hereof, or (ii) an involuntary disposition of all or any part of the Land owned by such entity as Declarant prior to completion of development of the Land as a mixed-use community. No person or entity purchasing one or more Lots from such entity in the ordinary course of business shall be considered as “Declarant. **Declarant’s Representations and Reservations set forth in an hereto as Exhibit D shall supersede all other Articles and Sections of this Declaration, any Rule and Regulation, and the Bylaws notwithstanding, in the event of any conflict between this Declaration, Rules and Regulations, the Bylaws, and the Exhibit D, the**

greater standard which serves to reinforce, restore, and/or uphold the Declarant's rights shall prevail as long as Declarant owns any property within the Association.

"Design Guidelines" shall mean the Design Guidelines that may be adopted by the Board and hereafter attached hereto as an **Exhibit** or which may be adopted and provided after the recording of this Declaration by way of Dedicatory Instrument and which shall have the same power and authority as if filed as part of this Declaration. Design Guidelines may from time to time hereafter be amended, modified, supplemented and/or restated in accordance with the terms of **Section 8.2** hereof or as set forth by Board Resolution.

"Detached Dwelling" shall mean and refer to any Dwelling constructed as a single-family detached home on a Detached Dwelling Lot.

"Detached Dwelling Lot(s)" shall mean and refer to those Lots shown on the Plat and/or Design Guidelines that are intended for development and use of construction of a Detached Dwelling.

"Development Period" means the period of time commencing on the date of this Declaration and continuing through and including the earlier of (i) the date on which the last certificate of occupancy or equivalent is issued for the last of the initial Buildings constructed within the Property, or (ii) the date which is seventy-five (75) years after recordation of this Declaration in the Official Public Records of Dallas County, Texas, or (iii) the date of recording in the Official Public Records of Dallas County, Texas, of a notice signed by the Declarant terminating the Development Period.

"Dwelling" means the improvement located on each Lot that is designed to be or appropriate for use as a single-family residence, together with any garage incorporated therein, whether or not such residence is actually occupied. Dwelling shall generally refer to any Attached Dwelling or Detached Dwelling.

"Governmental Requirements" shall mean any and all laws, ordinances, regulations, requirements, restrictions or other impositions of the City, Dallas County, State of Texas, or federal government, or any agency or department thereof with jurisdiction over the Property. Governmental Requirements shall include, without limitation, any and all requirements under that certain Ordinance No. 29794 establishing Planned Development District No. 944, amending Chapter 51P "Dallas Development Code: Planned Development Regulations" of the Dallas City Code by creating new Article 944, adopted on June 17, 2015, and published on June 20, 2015, as may be modified or amended from time to time.

"Land" means the real property in Dallas County, Texas, described on **Exhibit A**, attached hereto and incorporated herein, and such other real property as may be made subject to the terms of the Declaration in accordance with the provisions hereof.

"Lot" means a legally subdivided lot shown as such on the Plat and which is or is intended to be improved with a Dwelling or Building. Some portions of the Common Area may be platted

as one or more “lots” on the Plat, however, such Common Area lots are expressly excluded from the definition of “Lot” as used herein.

“**Managing Agent**” means any individual, corporation, limited liability company, partnership or other entity of any kind or type whatsoever who has been engaged and designated by the Board to manage the daily affairs and operations of the Association.

“**Member**” means an Owner who is a member of the Association.

“**Multi-Family Building**” means and refers to the vertical structure to be constructed on the Multi-Family Lot for use and occupancy for one or more Multi-Family Use(s).

“**Multi-Family Lot**” shall mean and refer to the Lot(s) located within the Project designated for development of one or more Buildings with one or more Multi-Family Uses.

“**Multi-Family Use**” shall mean any multi-family or rental apartment uses, which may include, without limitation, (i) high-density multi-family residential, and (ii) Senior/Assisted Living Facilities.

“**Mixed-Use**” shall mean any combination of Residential Use, Multi-Family Use and/or Commercial Use within a Building or Lot.

“**Mixed-Use Building**” means and refers to the vertical structure to be constructed on the Mixed-Use Lot for use and occupancy for Mixed-Use(s).

“**Mixed-Use Lot**” shall mean and refer to the Lot(s) located within the Project designated for development of one or more Buildings with Mixed-Uses.

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

“**Person**” shall mean and refer to any individual, partnership, corporation, limited liability company, trust or other entity.

“**Phase**” or “**Phases**” shall mean and refer any portion of the Property platted and intended for development pursuant to a Plat thereof.

“**Plat**” means (i) initially, the preliminary plat, and thereafter the final plat or plats (being one or more), for the Property or any Phase or other portion of the Property submitted to and approved by the City, or any other applicable governmental entity; (ii) after recordation thereof, the final Plat for any Phase or other portion of the Property as recorded in the Official Public Records of Dallas County, Texas; and, (iii) any replat of, or amendment to, the foregoing made by the Declarant, the Owners or the Association in accordance with this Declaration and the

applicable requirements of the City or other applicable governmental authority. The term "Plat" shall also include the final recorded plat of any additional property annexed into the Property pursuant to the terms of this Declaration.

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

"Residential Use" shall mean use and occupancy of a Building as an owner-occupied residential Dwelling, and ancillary or secondary uses in support thereof and residential use of any Dwelling not occupied but rather leased by an owner to a tenant thereof. Residential Use shall expressly not include the residential use by tenants of units in Multi-Family Buildings constructed on a Multi-Family Lot or Mixed-Use Lot that are marketed solely for occupancy by renters.

"Sub-Association" means the property owners association created to administer the Lots and any Buildings thereon pursuant to the terms of a Sub-Declaration. The formation of the Sub-Association must be approved in advance and in writing by the Declarant during the Development Period, and a majority of the Board after expiration or termination of the Development Period together with the written consent of Declarant (for as long as Declarant owns any portion of the Property). A Sub-Association may include, without limitation, an association established under a condominium regime for purposes of establishing and maintaining a Condominium Building and Condominium Units and other improvements within a Condominium Lot.

"Sub-Declarant" means the "Declarant" pursuant to the Sub-Declaration.

"Sub-Declaration" means a subordinate declaration of covenants pertaining to the some, but not all Lots which provides for the creation of the Sub-Association and assessments to be levied by the Sub-Association to discharge costs and expenses anticipated to be incurred by the Sub-Association. The Sub-Declaration must be approved in advance and in writing by the Declarant during the Development Period, and a majority of the Board after expiration or termination of the Development Period together with the written consent of Declarant (for as long as Declarant owns any portion of the Property). A Sub-Declaration may include, without limitation, condominium declaration established in accordance with Chapter 82, *et seq.* of the Texas Property Code (the Texas Uniform Condominium Act) ("**TUCA**") for purposes of establishing Condominium Units within a Condominium Lot.

ARTICLE II

PROPERTY SUBJECT TO THE DECLARATION

2.1 **Initial Properties.** The properties that shall initially be subject to this Declaration shall include the Land and all improvements now or hereafter constructed thereon.

2.2 **Addition to Properties.** Additional land may from time to time be made subject to this Declaration during the Development Period. The addition of any such additional land (referred to as "**Adjacent Land**") to this Declaration may be accomplished by the recordation in the Official

Public Records of Dallas County, Texas, of a Supplementary Declaration, signed by Declarant and the owner of such Adjacent Land, which shall extend the scheme of this Declaration to such Adjacent Land, automatically extending the jurisdiction, functions, rights, and duties of Declarant, the Association (including membership therein) and the Architectural Control Committee to the Adjacent Land. In connection with the addition of any such Adjacent Land to this Declaration, Declarant shall have the right to extend then existing streets and other right-of-ways located on the Land to, through or across such Adjacent Land and to take any other actions which Declarant, in its sole discretion, deems advisable in order to connect such Adjacent Land to any of the Land or otherwise establish or maintain a link between them. If Declarant is not a Member immediately prior to the recordation of a Supplementary Declaration, then upon the recordation of such Supplementary Declaration, Declarant shall become a Class B Member. No consent or approval of the Association or of any Owner shall be required in order to extend the scheme of this Declaration to any Adjacent Land or for Declarant to take any of the actions authorized by this Section. If any Adjacent Land is made subject to this Declaration, then, without the necessity of any further action, such Adjacent Land shall be included within the definition of the Land, and all other terms of this Declaration shall be modified as necessary to extend the coverage of this Declaration to the Adjacent Land. In any such Supplementary Declaration, Declarant and the owner of such Adjacent Land shall have the authority to make any amendments to this Declaration as Declarant and such owner deem advisable in connection with the addition of the Adjacent Land to this Declaration, without the joinder or consent of the Association or of any Owner. Notwithstanding anything to the contrary contained herein, until expiration of the Development Period, this Section 2.2 may not be modified or amended without the express written consent of Declarant.

ARTICLE III

USE OF PROPERTY AND LOTS - PROTECTIVE COVENANTS

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

3.1 Permitted Uses; Prohibited Uses. (i) Each Attached Dwelling Lot and Detached Dwelling Lot (including land and Dwellings thereon) shall be used and occupied for Residential Uses only. Each Commercial Lot shall be used and occupied for Commercial Uses. Each Multi-Family Lot shall be used and occupied for Multi-Family Uses. Any Mixed-Use Lot may be used and Occupied for Commercial Use(s), Multi-Family Uses and/or Residential Use(s).

(ii) Notwithstanding anything to the contrary contained herein or in the Design Guidelines, the following uses are prohibited within any portion of the Property designated for Commercial Use, Multi-Family Use or Mixed-Use:

- (a) The storage or sale of explosives or fireworks;
- (b) Any distillation or refinery facility (except that a microbrewery or distillery for wines or spirits in connection with a wine bar or other spirits bar shall be permitted);
- (c) Any betting facility;

(d) Any indecent or pornographic uses, adult bookstore, peepshow store, or any other similar store or club; and any business devoted to sale of articles and merchandise normally used or associated with illegal or unlawful activities, including, without limitation, the sale of paraphernalia used in connection with marijuana, cocaine or other controlled drugs or substances; provided, however, that the restriction does not apply to the sale of any book or magazine that would otherwise be restricted hereby by a place of business selling a general range of books or the sale or rental of any movies or other media by a place of business selling or renting a general line of movies or other media;

(e) Any massage parlor except that this restriction is not intended to cover any day spas, any spas which are ancillary to a use otherwise permitted hereunder (e.g., spas in hotels, residential buildings, etc.) or to stores offering massages operating in a manner similar to a Massage Envy;

(f) Any tattoo parlors or body piercing business;

(g) Any business which primarily operates as a check cashing facility;

(h) Any pawn shop;

(i) Any commercial laundromat or dry-cleaning facility or store, except that laundry facilities in connection with a gym or residential use and "drop off" for dry cleaning (so long as the actual dry cleaning is conducted at a site outside the Project) shall be permitted; provided that the foregoing shall not restrict or prohibit laundry facilities made available to the occupants of any Multi-Family Building within the Project;

(j) Any automobile body shop or repair operation, including automobile servicing or repair work (e.g., oil change, tire change, body or paint shop, tune up, brake or muffler service);

(k) Any gasoline station, automobile service station or truck stop;

(l) Any mortuary, crematorium or funeral home;

(m) Any storage, display, sale or leasing of new or used trucks, recreation vehicles, mobile homes or large recreational boats (but not including display, sale or leasing of small water crafts such as canoes and kayaks), used car lots, or any sales or leasing of new or used trucks, recreation vehicles or mobile homes within any exterior portion of the Property, or any rental car facility or storage, display or sale of new cars with more than 25 spaces for vehicles in a surface parking lot provided this restriction shall not apply to zip cars, flex cars or similar car programs;

(n) Any second hand store, surplus store or fire sale, bankruptcy sale (unless pursuant to a court order), auction house (other than upscale auction houses) or similar merchandise liquidation operation, provided that outlet stores, antique stores, high quality secondary merchandise stores, and the second-hand sale of books, records, videos, compact discs, computer hardware and software, clothing, and sporting goods, such as, by way of example only, "Kid-to-Kid," "Play It Again Sports" or "Tuesday Morning," shall be allowed;

(o) Any veterinarian or veterinary hospital (except that this prohibition shall not prohibit pet shops/stores even if such pet shop/store provides boarding services, a pet "day care," and/or veterinary services);

(p) Any manufacturing, industrial, warehouse, processing, rendering, distilling (except to the extent permitted under Section 3.1(iii)(b), refining or smelting facility, except for any manufacturing activities associated with a retail use, such as, by way of example only, "Build-a-Bear" or a paint your own pottery use; and

(q) Any excessive quantity of dust, dirt, or fly ash; provided, however, this restriction (q) does not apply to any construction within the Property performed in accordance with the requirements of this Declaration.

3.2 Further Subdivision; Replatting; Sub-Associations and Sub-Declarations. (a) The Declarant or subsequent Owner of a Lot may further subdivide the Lot, as applicable, by establishing a condominium regime thereon in accordance with TUCA that is subordinate to this Declaration, and thereby creating two or more Condominium Units and related restrictive covenants thereon to facilitate the separate ownership of portions of the Condominium Building or Condominium Buildings constructed on such Lot (hereafter referred to herein as a "Condominium Lot"), in which event (i) the condominium association governing the Lot, or authorized representative thereof, shall be entitled to exercise (or by covenants, conditions and restrictions established for such condominium shall be entitled to delegate to the members of the condominium association) the rights of the "Owner" of the Condominium Lot, as the case may be, hereunder collectively for all owners of Condominium Units within the such Lot, and no individual Condominium Unit owner shall be entitled to exercise such rights, and (ii) all owners of Condominium Units on the Condominium Lot shall be jointly and severally liable for the duties and obligations of the "Owner" of the such Lot hereunder. Except as provided in the preceding sentence, no Condominium Lot shall be resubdivided; provided, however, that Declarant shall have and reserves the right, at any time, or from time to time, to file a replat of the Plat or a portion thereof to effect a reconfiguration of any Lots in the Property then owned by Declarant, and subject to obtaining any necessary approval, joinder or consent of the appropriate county and/or municipal authorities. The consent or approval of Owners other than Declarant shall not be required for such replatting.

(b) The Owner of any Lot, as a Sub-Declarant, may (but is in no way obligated to) establish the Sub-Declaration and the Sub-Association for a portion of the Property owned by such Owner by recordation of such Sub-Declaration in the Official Public Records of Dallas County, Texas. The creation of the Sub-Association and establishment of the Sub-Declaration will not modify any obligations, limitations, rights, benefits or burdens established by this Declaration, except as may otherwise be expressly provided herein. The Sub-Declaration, as approved by Declarant and/or the Board, may provide for the performance of certain rights and/or obligations of the Declarant and/or the Association by the Sub-Declarant named in such Sub-Declaration or the Sub-Association. The terms and provisions of the Sub-Declaration and/or governing documents of the Sub-Association, together with any modifications, supplements and/or amendments thereto, are subject to the review and approval of the Declarant in advance and in writing during the Development Period, and thereafter by the Board with Declarant's approval for as long as Declarant owns any portion of the Property, which approval of Declarant and/or the Board may be withheld in the Declarant's or Board's, as applicable,

sole and absolute discretion. The Sub-Declaration (and/or any modifications, supplements and/or amendments thereto that conflict with the terms of this Declaration), filed in the Official Public Records of Dallas County, Texas, against all or any portion of the Property which has not been approved by Declarant or the Board, as evidenced by Declarant and/or an officer of the Association indicating Board approval of such Sub Declaration, as applicable, shall be void and of no force or effect.

3.3 Combining Lots. Any person owning two or more adjoining Lots designated hereunder for Residential Use only may consolidate such Lots into a single building location for the purpose of constructing one (1) Dwelling thereon (the plans and specifications therefor being approved as set forth in this Declaration) and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulations of any governmental authority having jurisdiction over the Property. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration; provided, however, such Owner shall continue to pay assessments on such Lots as if such Lots had not been consolidated and shall be entitled to one vote for each Lot (determined prior to such consolidation) owned by such Owner. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant, during the Development Period, or the Association thereafter, as well as the prior written approval of the City or any utility company having the right to the use of such easements.

3.4 Drainage.

(a) Neither the Declarant nor its successors or assigns, shall be liable for, and each Owner hereby waives any right of recovery against Declarant, its successors and assigns for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters.

(b) After completion of construction of a Building on a Lot, the Owner of such Lot shall cause such Lot to be graded so that surface water will flow to streets, alleys, drainage easements, or Common Properties. Such grading shall be in conformity with the general drainage plans for the Project approved by the City. It shall be the responsibility of each Owner to maintain or modify, if necessary, the drainage characteristics of its Lot so that storm water runoff from such Lot will not run across or collect upon any adjacent Lot. If a retaining wall or underground drainage improvements are necessary to control and prevent drainage from one Lot onto an adjacent Lot, it shall be the responsibility of the Owner of the Lot having the higher surface elevation to construct and maintain the retaining wall or underground drainage improvements, which shall be subject to the approval of the Architectural Control Committee.

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

3.6 Utilities. All utilities shall be installed underground. Each Building situated on a Lot shall be connected to the water and sewer lines as soon as practicable. No individual water

supply system shall be permitted on any Lot. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot. However, portable toilets will be allowed during building construction. The installation and use of any propane, butane, liquid petroleum gas or other gas tank, bottle or cylinder of any type (except portable gas grills) shall require the explicit, itemized approval of the Architectural Control Committee, and, if so approved, the Architectural Control Committee may require that such tank, bottle or cylinder be installed underground. Any control boxes, valves, connection, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the streets within or adjoining the Property or from any other Lot or the Common Area.

3.7 Setback Requirements and Building Location. All front, side, and rear setbacks must be approved by the Architectural Control Committee and must meet the requirements of the Design Guidelines, Plat and the applicable Governmental Requirements. The location of the Building on each Lot, the facing of the main elevation of any Dwelling with respect to nearby streets, and the facing of any elevation of a Building which is visible from an adjacent street or Common Properties shall be subject to the approval of the Architectural Control Committee. Additionally, each Owner must comply with the yard, lot coverage and minimum building separation requirements of the Design Guidelines.

3.8 Minimum Floor Space. Any Building constructed on a Lot shall be constructed to include floor area as permitted under the Design Guidelines, and as required under applicable Governmental Requirements.

3.9 Height. No Building shall exceed the maximum height allowed by the Design Guidelines or under applicable Governmental Requirements.

3.10 Construction Requirements. All construction on any Lot shall meet the requirements of the Design Guidelines and the Design Guidelines and shall be subject to the explicit, itemized approval of the Architectural Control Committee in accordance with this Declaration.

3.11 Garages; Parking Improvements. Garages or parking improvements shall be constructed on a Lot in accordance with plans and specifications approved by the Architectural Control Committee, and otherwise in conformance with parking and design requirements under the Design Guidelines and any other applicable Governmental Requirements.

3.12 Fences; Screening Walls. No fence, wall or hedge shall be erected, placed or altered on any Lot without the approval of the Architectural Control Committee and the design of and materials used in the construction of fences and walls shall comply with the minimum fencing requirements listed in the Design Guidelines and the Design Guidelines and have the explicit, itemized approval of the Architectural Control Committee. All fencing and screening walls shall be constructed in compliance with applicable Governmental Requirements. All service and sanitation facilities and containers, wood piles, and air conditioning equipment must be enclosed within fences, walls or landscaping so as not to be visible from the immediate residential street, adjoining Lots or the Common Area.

3.13 Retaining Walls. The design and materials for all retaining walls shall be limited to those designs and materials in the Design Guidelines and must have the explicit, itemized approval of the Architectural Control Committee for each particular retaining wall. All retaining walls shall be constructed in compliance with applicable Governmental Requirements

3.14 Landscaping. Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations, changes or additions thereto, shall be subject to the approval of the Architectural Control Committee and shall comply with the requirements listed in the Design Guidelines and applicable Governmental Requirements. Subject to weather delay, each Lot shall be fully landscaped within sixty (60) days from the date on which the Building thereon is "complete"; as such term is defined in Section 3.23.

3.15 Trash Receptacles and Collection. Each Lot Owner shall make or cause to be made appropriate arrangements with the City or private waste removal service for collection and removal of garbage and trash on a regular basis. Each and every Owner shall observe and comply with any and all Governmental Requirements promulgated by the City and/or the Association in connection with the storage and removal of trash and garbage. All trash, garbage, or waste matter shall be kept in tightly sealed bags or other approved containers that shall be maintained in a clean and sanitary condition and stored out of view except regularly scheduled garbage pickup days. No Lot shall be used for open storage of any materials whatsoever, except that building materials to be used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon through completion of construction. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

3.16 Parking. Each Owner shall be liable and responsible for constructing, operating, maintaining and repairing the required parking and related parking improvements on such Owner's Lot as may be required to comply with the Design Guidelines, and/or as may be required under any applicable Governmental Requirements.

3.17 Signs. All signage and flags displayed on a Lot or Building shall comply with the Design Guidelines and any applicable Governmental Requirements. No signs or flags shall be displayed to the public view on any Lot without the explicit, itemized approval of the Architectural Control Committee.

3.18 Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Owners.

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

3.20 Duty of Construction. All construction on any Lot shall be completed no later than one (1) year following the commencement of construction. For the purposes of this Section, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set. For purposes of this Section, construction shall be deemed completed when the City issues a final certificate of occupancy for the Building and/or Dwellings constructed on such Lot.

3.21 Express Plat Requirements. Owners are deemed to be aware of all provisions of the Plat.

3.22 Development Activity. Notwithstanding any other provision hereof, Declarant and any builder of any initial Buildings and their respective successors and assigns shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property, the initial construction of the Common Improvements, and the initial construction and sale of Buildings thereon. A builder of any initial Buildings shall have the right to leave any gates located on the Property open during any times that construction activities are permitted, without liability to any person.

ARTICLE IV

PROPERTY RIGHTS IN COMMON PROPERTIES

4.1 Title to the Common Properties. The Declarant shall dedicate and convey the fee simple title to the Common Properties to the Association prior to or upon completion of Declarant's initial construction of the Common Improvements.

4.2 Owner's Easement of Enjoyment. Subject to the provisions of Section 4.3, every Owner (and each member of any Sub-Association established with respect to a Lot) (a "Primary User") and every tenant of every Primary User, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot (collectively, the "Permitted Users") shall have a non-exclusive right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot; provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

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

(a) The right of the Association to adopt, amend, enforce and revoke rules and regulations governing the use, operation and maintenance of the Common Properties, including, without limitation, the authority to charge reasonable fees and the authority to assess fines against an Owner due to its violation or the violation by any Permitted Users through such Owner of such rules and regulations established by the Association. The Association is further authorized and empowered to enforce immediate self-help and immediate removal of any unauthorized structure, item, or use of any kind in a common area, or to limit the manner and extent of use, of the Common Properties by Owners owing unpaid fines, fees or assessments or violating rules and regulations of the Association.

(b) The right of the Association, by and through the Board, to enter into and execute contracts with a Managing Agent or any third parties (including the Declarant, any builder of the initial Building on any Lot, or an affiliate of either of them) for the purpose of providing management, maintenance or other materials or services consistent with the purposes of the Association;

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

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

4.4 Restricted Actions by Owners. No Owner or Permitted User shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance (including without limitation any applicable Governmental Requirements), which would result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Properties.

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

4.6 Risk of Loss - Use of Common Area and Common Amenities. Each Owner shall be individually responsible and assume all risk of loss associated with its use of the Common Properties, and use by Permitted User by, thorough or under such Owner. Neither the Association nor the Declarant, nor any Managing Agent engaged by the Association or Declarant, shall have any liability to any Owner or Permitted User, or to any other Person, arising out of or in connection with the use, in any manner whatsoever, of the Common Properties or any improvements comprising a part thereof from time to time. Declarant shall

have no responsibility for maintenance, repair, replacement, or improvement of the Common Properties after initial construction thereof.

ARTICLE V

PROPERTY OWNERS ASSOCIATION

5.1 Purposes. The Association shall have the duty and responsibility to administer and maintain the Common Properties, to maintain all commonly-owned or maintained road medians located within the Property or which are part of the Common Properties, to discharge any maintenance obligations imposed upon it by the Plat, to discharge the additional maintenance obligations with respect to Lots and Buildings imposed upon it by this Declaration, to procure insurance, to establish and collect assessments and to disburse collected funds as so permitted, to enforce this Declaration, and to perform any other functions imposed upon the Association by this Declaration.

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

5.3 Classes of Membership. The Association shall have two (2) classes of membership:

(a) Class A. Class A Members shall be all Owners who are not Class B Members. Class A Members shall be entitled to one vote for each Attached Dwelling Lot and/or Detached Dwelling Lot in which they hold the interest required for membership, and five (5) votes per acre of land within any other Lot in which they hold an interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Class A Members; however, the vote for such Lot shall be exercised as the Owners of such Lot jointly determine, among themselves, and such vote shall not be counted if the Owners of such Lot cannot unanimously agree on such vote. The Owners of Lots that are also members of a Sub-Association shall appoint one representative to exercise their votes as a Member of the Association (the "**Sub-Association Representative**") in accordance with the terms of the Sub-Declaration applicable to such Lot(s); provided, however, if such members of a Sub-Association fail to appoint a Sub-Association Representative, the President of the Sub-Association shall serve as the Sub-Association Representative for such Members that are also members of such Sub-Association.

(b) Class B. The sole Class B Member shall be Declarant. The Declarant shall be entitled to ten (10) votes for each attached Dwelling Lot and/or Detached Dwelling Lot owned by it and fifty (50) votes per acre within any other Lot owned by it. In determining the number of Lots owned by the Declarant for the purpose of Class B membership status hereunder, the total number of Lots covered by this Declaration, including all Lots annexed thereto in accordance with Section 2.2 herein shall be considered, subject to the terms of Section 13.3 hereof.

(c) Subject to the conditions set in this Declaration, the Class B membership shall be converted to Class A membership upon the earlier of (i) the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership, (ii) expiration of the Development Period, or (iii) the recording in the Official Public Records of Dallas County, Texas, of a notice signed by the Declarant terminating Class B membership.

5.4 Administration and Maintenance of the Common Properties; Other Maintenance Obligations. The Association shall take the actions required to care for and preserve the Common Properties. The Board of Directors shall be empowered to establish, amend and repeal rules for the use of the Common Properties. The Association shall further be obligated to perform the maintenance obligations on individual Lots required to be performed by the Association pursuant to this Declaration.

5.5 Assessments, Borrowing, Reserve Funds. The Board of Directors shall administer the assessment process described in Article VI hereof. The Board of Directors shall have the authority on behalf of the Association to borrow funds on a secured or unsecured basis without the approval of Declarant or the Members so long as the aggregate outstanding indebtedness with respect to such borrowing(s) does not exceed \$200,000.00 at any one time. Any borrowing in excess of such limitation may be made only with the prior approval of Declarant if during the Development Period, or if not during the Development Period then only with the prior approval of Members holding at least a majority of the votes of all Members. If any such borrowing is secured, the security may consist of the assignment of current or future assessments or the pledge of rights against delinquent Owners, provided, however, that the Association shall not have the power to mortgage the Common Properties. The Board of Directors shall have the authority to establish reserve funds in accordance with other provisions of this Declaration or for any other lawful purpose. Reserve funds shall be accounted for separately from other funds.

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

5.7 Managing Agent. The Association, through its Board of Directors, shall contract with a Managing Agent to administer the duties and obligations of the Association hereunder or under the other Governing Documents. During the Development Period, neither the Association nor any Members may terminate any management contract entered into with a Managing Agent without the prior written consent and approval of Declarant, which approval may be withheld in Declarant's sole and absolute discretion. No Sub-Division may terminate a contract with its Managing Agent without the prior written consent and approval of Declarant, which approval may be withheld in Declarant's sole and absolute discretion. **The provisions of this Section 5 may not be modified or amended without the written consent of all Owners and, during the Development Period, the Declarant.**

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

5.9 Liability Limitations. Neither any Member nor the Board of Directors (or any member thereof) nor any officer of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for the negligence, willful misconduct or other tort of another Member, whether such other Member was acting on behalf of the Association or

otherwise. Neither the Declarant nor the Association nor their respective directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. Each Owner further acknowledges that neither Declarant, any Builder, the Association, any Managing Agent, nor their respective members, partners, managers, directors, officers, agents or employees (the "**Indemnified Parties**") will have any responsibility or liability for the safety or security of any person or property with respect to any acts or omissions of any third parties, including criminal acts.

ARTICLE VI

ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. **The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association Regular Assessments, Special Purpose Assessments, Special Member Assessments and other charges to be established and collected as provided herein (collectively, the "Assessments").** The obligation of the Owner(s) of a Lot to pay such Assessments and charges, together with interest thereon (if any) for past due payments at a rate or rates of interest determined and established from time to time by the Association (which rate or rates shall in no event exceed the maximum lawful rate of interest permitted under Texas law from time to time prevailing), late charges (in an amount or amounts determined and established from time to time by the Association), and costs incurred by the Association in connection with the collection of any of the foregoing Assessments, charges, and other sums, or in connection with the enforcement of this provision, including without limitation reasonable attorneys' fees incurred by the Association in connection therewith, shall be a continuing charge and lien upon each such Lot as a covenant running with the land, and any such Assessments, interest, costs and other charges assessed or charged and remaining unpaid with respect to any Lot shall constitute a lien and encumbrance on such Lot until the same is paid in full. Declarant hereby reserves such a lien upon each Lot in the name of and for the benefit of the Association. Such lien shall constitute a contractual lien, and a power of sale is hereby granted with respect to such lien for the benefit of the Association as hereinafter set forth. Each such Assessment or other charge, together with interest, late charges, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time the assessment or other charge comes due (the "Personally Obligated Owner"); but personal liability for payment of delinquent Assessments or other charges shall not pass to successors in title to the Personally Obligated Owner unless expressly assumed by them.

6.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants of the Property and in particular for:

(a) the improvement and maintenance of the Common Properties within the Property or any other maintenance necessary or desirable for the use and enjoyment of the

Common Properties. Notwithstanding the foregoing, no maintenance performed by an Owner shall reduce the Assessment payable by him or her to the Association;

(b) the maintenance, repair and reconstruction, when needed as determined by the Association, of (i) private water and/or sewer lines (and any meters or lift stations associated therewith) serving any part of the Common Properties, and driveways, walks, and parking areas situated in the Common Area and (ii) City maintained water and/or sewer lines (and any meters or lift stations associated therewith) serving any Lot;

(c) the payment of taxes and public assessments assessed against the Common Properties;

(d) the procurement and maintenance of insurance in accordance with this Declaration;

(e) the employment of attorneys to represent the Association, when necessary or desirable;

(f) the provision of adequate reserves for the restoration or replacement of capital improvements; including, without limiting the generality of the foregoing, roofs, paving, foundations and any other major expense for which the Association is responsible; and

(g) such other needs as may arise in the performance of the Association's obligations under this Declaration.

The Assessments the Association is authorized to levy under this Section 6.2 and under other applicable provisions of this Declaration shall include, but shall not be limited to, the costs and expenses incurred or to be incurred by the Association in managing, administering, paying for, performing or contracting for the performance of any of the items listed in subparagraphs (a) through (g) above.

6.3 Reserves. The Association may establish and maintain an adequate general reserve fund for the periodic maintenance, repair, restoration and/or replacement of (a) improvements in the Common Areas, and (b) those other portions of the Property which the Association may be obligated to maintain, and (c) for any other reason deemed reasonable and necessary by the Board of Directors. If established, such reserve fund shall be established and maintained, insofar as is practicable, out of Regular Assessments for common expense.

6.4 Regular Assessments.

(a) The Board of Directors shall cause to be prepared an estimated annual budget for each fiscal year of the Association, taking into account **all anticipated common expenses, the amount that should be set aside for unforeseen contingencies, the amount that should be collected or set aside for acquisition assessments, capital improvements or other needs and improvements of the Association as may be deemed necessary or appropriate**, the anticipated income, if any, of the Association from sources other than assessments, and the

existence of any surplus or deficit remaining from the preceding year's budget. Included in the proposed budget shall be the proposed regular annual assessment (the "**Regular Assessment**") for such fiscal year for (i) each Detached Dwelling Lot based on the common expenses of the Association and the proportionate share of the Association Maintenance Costs attributable to such Detached Dwelling Lot(s) as determined by the Board in its sole discretion, which shall be assessed and charged against each Detached Dwelling Lot (the "**Detached Dwelling Regular Assessment**"), and (ii) each Attached Dwelling Lot based on the common expenses of the Association and the proportionate share of the Association Maintenance Costs attributable to such Attached Dwelling Lot(s) as determined by the Board in its sole discretion, which shall be assessed and charged against each Attached Dwelling Lot (the "**Attached Dwelling Regular Assessment**"), and (iii) each other Lot based on the common expenses of the Association and the proportionate share of the Association Maintenance Costs attributable to such other Lot(s) as determined by the Board in its sole discretion, which shall be assessed and charged against each other Lot in the Project (the "**Other Lot Regular Assessment**"). The proposed annual budget and the proposed Regular Assessment against each Lot for each fiscal year shall be approved and adopted by the Board of Directors. A copy of the proposed budget, including the proposed Regular Assessment against each Lot, shall be furnished to each Owner at least thirty (30) days prior to the earlier to occur of (i) the day that the Board of Directors adopts the budget and the Regular Assessment against each Lot, or (ii) the beginning of each fiscal year of the Association. Copies of the proposed budget shall also be available to all Members for inspection during regular business hours at the Association's office during the same periods.

(b) Commencing on the earlier of January 1, 2019 or the date on which the first certificate of occupancy is issued for a Building constructed on a Lot (whichever is earlier) (the "**Assessment Commencement Date**"), each Owner shall commence payment of Regular Assessments and any other Assessments applicable to the portion of the Property owned by such Owner in such amounts determined by the Board in accordance with the terms of this Declaration. **During the period ending five (5) years after the Assessment Commencement Date, the Declarant may adjust the Regular Assessments for any and all Lots within the Project based on the adopted budget and/or common expenses (anticipated or actual incurred) for the calendar year in which the Regular Assessments shall be levied, as determined by Declarant in its sole discretion.** From and after the expiration of such five (5) year period, the Regular Assessment may be increased, decreased or maintained at its then current level by the Board of Directors effective January 1 of each year without a vote of membership, but subject to the following limitations: if an adopted budget requires a Regular Assessment against the Owners in any fiscal year exceeding one hundred fifty percent (150%) of the Regular Assessment levied during the immediately preceding fiscal year, then upon written petition of Owners holding at least sixty-seven percent (67%) of the outstanding votes of all Members of the Association (both classes taken together) that is received by the Board of Directors within fourteen (14) days after such budget was adopted, the Board of Directors shall call a meeting of the Members of the Association to consider the budget. If no such petition is filed, the increase of the Regular Assessment may be approved by the Board without a vote of membership. If a petition is filed with the Board, and the meeting is held, regardless of whether or not a quorum is actually present at such meeting, the budget shall be deemed ratified by the Members of the Association unless enough votes are cast at such meeting in favor of rejecting the budget to qualify as a majority of all the votes that could have been cast at such meeting, if all Members had been present in person or by proxy at such

meeting. In the event that the Board of Directors shall not approve an estimated annual budget or shall fail to determine new Regular Assessments for any year, or shall be delayed in doing so, each Owner shall continue to pay the amount of such Owner's Regular Assessment as last determined. Notwithstanding the foregoing, the Class B Member's liability for Assessments of any kind under this Declaration shall be only as provided in Section 6.14 of this Declaration.

(c) Regular Assessments shall be paid ratably on such monthly, quarterly or other basis as shall be established from time to time by the Board of Directors. The due dates shall be established by the Board of Directors. Once the Regular Assessment for a fiscal year has been established by the Board of Directors, written notice of the monthly or other periodic payment amount with respect to such Regular Assessment shall be sent to every Owner subject thereto by the Association. The Association shall, within ten (10) business days after a request therefor and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the Assessments on a specified Lot, including any Regular Assessments, have been paid.

(d) Notwithstanding anything in this Section 6.4 to the contrary, if any amount is assessed against a Lot in accordance with Section 7.1(b) as a result of damage that was caused to said Lot, the Attached Dwelling Building that is located partially on such Attached Dwelling Lot, or to some other part of the Property by the willful or negligent act(s) of the Owner of the assessed Lot, such amount shall not be considered or counted in determining whether a Regular Assessment has been made against such assessed Lot under paragraphs (a) or (b) of this Section.

6.5 Special Assessments. In addition to the Regular Assessments authorized above and any other special assessments authorized by other provisions of this Declaration, the Association may levy in any calendar year special assessments to Class A Members as follows:

(a) Special Purpose Assessments. The Association may impose special assessments ("Special Purpose Assessments") for the purpose of supplying adequate reserve funds for the restoration and/or replacement of capital improvements or for defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or for help in defraying in whole or in part, any operational costs of the Association for which the general operating fund lacks sufficient funds to cover or for any unforeseen or unbudgeted expense of the Association, provided that any such assessment in excess of an amount equal to fifty percent (50%) of the then current Regular Assessment assessed annually shall require the assent of (i) Declarant, if during the Development Period, or (ii) a majority of the votes of the Members who are present in person or by proxy at a meeting duly called for this purpose, if after the Development Period. At least ten (10 but no more than sixty (60) days prior to any meeting of the Association called to consider any Special Purpose Assessment, the Board shall notify each Owner by written notice specifying the total amount of the Special Purpose Assessment required, the amount thereof imposed on each Lot (which shall be equitably prorated between Owners as determined by the Board and in a manner consistent with the allocation applied to Regular Assessments hereunder), the purpose for such Special Purpose Assessment, and the time and method of payment thereof. The time for paying any Special Purpose Assessment (which may be in installments) shall be as specified in the approved proposal.

(b) **Special Member Assessments.** The Board may levy a "**Special Member Assessment**" (herein so called) on any Member, to the extent any directly related insurance proceeds (if any) paid to the Association are not sufficient to pay all such costs, for the purpose of:

(i) Paying the cost of any damage or loss requiring maintenance, repairs or replacement of improvements within Common Areas, which damage or loss has been determined by the Board to have been caused, either directly or indirectly, by the act(s) of such Member, or such Member's agent, employee, occupant or visitor; and/or

(ii) Paying the maintenance costs, construction delay damages and fines imposed for violations of this Declaration or any other rules and/or regulations promulgated thereby or other amounts chargeable to any Owner as otherwise set forth herein, and/or payment of any amounts expended by such Declarant or the Association in performing a defaulting Owner's obligations as provided for hereunder, including, without limitation as provided for in Section 7.1 hereof.

6.6 **Notice and Quorum for Certain Actions Authorized Under Sections 6.4 or 6.5.** Written notice of any meeting of Members called for the purpose of taking any action authorized under Sections 6.4 or 6.5 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At a meeting called for the purpose of considering a special assessment under Section 6.5, the presence of Members or of proxies entitled to cast ten percent (10%) of all the votes of all Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be five percent (5%) of all the votes of all Members. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.7 **No Offsets; Uniform Rate of Assessment.** All Assessments shall be payable in the amount specified by the Association, and, except as may otherwise be expressly provided herein, no offsets against such amount shall be permitted for any reason. Both Regular Assessments and any Special Purpose Assessments shall, except as otherwise specifically provided herein, be fixed at a rate applied in uniform manner to all Lots of the same type (i.e. the same rate shall apply to all Attached Dwelling Lots but the Attached Dwelling Lots and Detached Dwelling Lots may not necessarily pay the same rate of Regular Assessments hereunder, and Commercial Lots may not necessarily pay the same rate of Regular Assessments hereunder as Multi-Family Lots).

6.8 **Reservation, Subordination, and Enforcement of Assessment Lien.** Declarant hereby reserves for the benefit of itself and the Association, a continuing contractual lien (the "**Assessment Lien**") against each Lot located on the Property to secure payment of the Assessments imposed hereunder. THE OBLIGATION TO PAY ASSESSMENTS IN THE MANNER PROVIDED FOR IN THIS ARTICLE, TOGETHER WITH INTEREST FROM SUCH DUE DATE AT THE DEFAULT INTEREST RATE SET FORTH IN SECTION 6.9 HEREOF, THE CHARGES AND FEES MADE AS AUTHORIZED IN SECTION 6.9 HEREOF,

ALL VIOLATION FINES AND THE COSTS OF COLLECTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, IS SECURED BY A CONTINUING CONTRACTUAL ASSESSMENT LIEN AND CHARGE ON THE LOT COVERED BY SUCH ASSESSMENT, WHICH SHALL BIND SUCH LOT AND THE OWNERS THEREOF AND THEIR HEIRS, SUCCESSORS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNEES. The continuing contractual Assessment Lien shall attach to the Property and Lots developed or to be developed therein as of the date of the recording of this Declaration in the Official Public Records of Dallas County, Texas, and such Assessment Lien shall be superior to all other liens except as otherwise provided in this Section 6.8. Each Owner, by accepting conveyance of a Lot, shall be deemed to have agreed to pay the Assessments herein provided for and to the reservation of the Assessment Lien. The Assessment Lien shall be subordinate only to the liens of any valid first lien mortgage or deed of trust encumbering a particular Lot. Sale or transfer of any Lot shall not affect the Assessment Lien. However, the sale or transfer of any Lot pursuant to a first mortgage or deed of trust foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall only extinguish the Assessment Lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability and the Assessment Lien for any Assessments thereafter becoming due. The Assessment Lien may be non-judicially foreclosed by power of sale in accordance with the provisions of Section 51.002 of the Texas Property Code (or any successor provision) or may be enforced judicially. Each Owner, by accepting conveyance of a Lot, expressly grants the Association a power of sale in connection with the foreclosure of the Assessment Lien. The Board is empowered to appoint a trustee, who may be a member of the Board, to exercise the powers of the Association to non-judicially foreclose the Assessments Lien in the manner provided for in Section 51.002 of the Texas Property Code (or any successor statute). The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

6.9 Effect of Nonpayment of Assessments; Remedies of the Association. If any Assessment is not paid within thirty (30) days from the due date thereof, in addition to any interest which may accrue thereon as may be determined by the Board of Directors of the Association at any time and from time to time, a late charge shall be assessed against the non-paying Owner for each month that any Assessment remains unpaid as more specifically provided herein, 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. 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. An additional fee of **Thirty-Five and No/100 Dollars (\$35.00)** shall be assessed to an owner's account for every check returned for non-sufficient funds. The Association's Managing Agent shall be entitled to charge an Owner a monthly collection fee of not less than **Fifteen and No/100 Dollars (\$15.00)** to compensate Managing Agent for its efforts in collecting delinquent Assessments and other fees applicable to the collections of delinquent accounts which may apply. The Association, in the Board's discretion, shall have the right to waive any part of or all of such fees and/or interest. The Association may bring an action at law

against the Personally Obligated Owner or foreclose the lien against the Lot(s) subject to the unpaid Assessments, interest or other charges, and in either event, the Association shall be entitled to recover the unpaid Assessment, interest or other charges, the late charge specified above, and any expenses and reasonable attorney's fees incurred by the Association in prosecuting such foreclosure and/or such collection. Each Owner of any Lot by acceptance of a deed therefore hereby grants to the Association a power of sale with respect to such Owner's Lot in connection with the enforcement of the lien established by this Article VI, together with the right to appoint and remove a trustee and any number of substitute trustees and to cause the trustee or substitute trustee to foreclose the Association's lien against such Lot pursuant to a non-judicial foreclosure sale conducted in accordance with the provisions of Section 51.002 of the Texas Property Code, as from time to time amended, or its successor provision. However, nothing herein shall prevent the Association from seeking a judicial foreclosure of such lien or any other right or remedy available to the Association with respect to any amounts owed hereunder. No Owner may waive or otherwise escape liability for any Assessment provided for herein by non-use of the Common Properties or abandonment of his Lot.

6.10 Suspension of Right to Use Common Properties. In addition to the other powers herein granted, the Board may suspend the right of an Owner to use any of the Common Properties during the time that such Owner is delinquent in paying any Assessment.

6.11 Working Capital Fund. The Association may at any time and from time to time to levy an additional assessment in an amount no greater than the then current Regular Assessment for such Lot (the "**Capitalization Fee**") collected by the Association from the purchaser of a Lot upon closing on the transfer to be held as a working capital fund and available to the Master Association for any use as may be deemed necessary or appropriate by the Board of Directors. The purpose of said fund is to ensure that the Association will have adequate cash available to meet expenses contemplated herein, as well as unforeseen expenses, operating and administrative expenses of the Association, and to acquire additional equipment or services deemed necessary or desirable. Amounts so paid into the working capital fund, if any, shall not be considered an advance payment of Regular Assessments. **During the Declarant Control Period and thereafter by the Board of Directors by Resolution. A portion of the Working Capital Fees collected upon the sale of record title to a Lot may be placed in a segregated general fund for general uses by the Association, including, but not limited to, repayment of notes payable by the Association to Declarant or any third party. The Association may segregate up to one-half of each contribution collected for the general fund during the Declarant Control Period as deemed necessary or appropriate. At the Declarant's sole discretion, it may require the use of general reserves by the Association prior to any request for subsidy being requested from the Declarant.**

6.12 Transfer Fees and Fees for Issuance of Resale Certificates. Pursuant to the terms of Section 5.7 hereof, the Board may enter into a contract with a Managing Agent to oversee the daily operation and management of the Association. The Managing Agent may, and probably will, 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. Transfer fees and fees for the issuance of a Resale Certificate shall be at such rate as determined by the Board and /or Managing Agent from time to time and are not refundable and may not be regarded as a prepayment of or credit against

Assessments due hereunder, and are in addition to the Capitalization Fee in Section 6.11 above. This Section does not obligate the Board, the Managing Agent or any third party to levy such fees.

6.13 Evidence of Lien. To evidence the Association's lien for unpaid Assessments provided for in this Article VI, the Association may prepare a written notice of the lien setting forth the amount of the unpaid indebtedness, the name of the Owner(s) of the Lot covered by such lien, and a legal description of the Lot covered by such lien. Such notice shall be executed by an officer of the Association and shall be recorded in the real property records of the county in which such Lot is located. Notwithstanding the foregoing, any failure by the Association to record a notice as provided herein with respect to any Lot shall not prevent or otherwise affect the Association's right or ability to seek collection of the Assessment from the Personally Obligated Owner or to enforce the lien against the Lot.

6.14 NO ASSESSMENT OBLIGATION OF DECLARANT. Declarant, on behalf of itself and its successors and assigns to whom its rights as Declarant expressly assigned, are hereby exempt from the obligation to pay Assessments for the Lots that Declarant owns. However, the Declarant may (but is in no way obligated to) annually elect to pay the Association the difference between the amount of Regular Assessments collected on all other Lots subject to assessment and the amount of the actual expenditures incurred to operate the Association during such calendar year (the "subsidy"). The payment by Declarant of a subsidy in any year shall under no circumstances obligate the Declarant to pay a subsidy in a future year or years. Any subsidy may be paid by the Declarant in increments throughout the year as funds are needed by the Association.

6.15 Advances by Declarant during Development Period. In order to maintain the Common Properties and sustain the services contemplated by Declarant during the Development Period, Declarant, in its sole discretion, may provide amounts in excess of the funds raised by the Regular Assessments in order to maintain the Common Properties within reasonable standards. Any such advances made by Declarant during the Development Period shall be deemed to be a loan by Declarant to the Association, and shall be a debt of the Association to the advancing party, and may be evidenced by a promissory note payable by the Association to the advancing party including terms based on reasonable market conditions at the time such funds were advanced. In the event of any such loan, interest shall accrue thereon at the prime rate of interest announced from time to time by Bank of America, N A. or another bank designated by the Board at the time the loan is made plus 1% per annum, payable by the Association to the Declarant from future annual Assessments collected by the Association or from general or segregated reserve accounts.

ARTICLE VII

RESERVED

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

8.1 Architectural Control Committee. The Declarant shall establish an architectural control committee (the "**Committee**") for the Lots composed of three (3) individuals which shall, during the Development Period, be selected and appointed by the Declarant. The Committee shall function as the representative of the Association. The Committee shall exist and act for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class mixed-use, commercial and residential development. Any one or more of the members of a Committee may be removed from the Committee, with or without cause, by the Declarant during the Development Period and thereafter by the Board of Directors. After the Development Period, the Board of Directors shall appoint members to the Committee and may (but in no event shall be required to) establish separate Committees for the Commercial Buildings, Condominium Buildings, Multi-Family Buildings and the Mixed-Use Buildings, at the Board's sole discretion. If a separate Committee is established for the Commercial Buildings, Condominium Buildings, Multi-Family Buildings and Mixed-Use Buildings, (a) the members of the Committee shall be appointed by a majority of the directors or the director of the Board of Directors which has been appointed or elected by the Members owning Lots on which the Commercial Buildings, Condominium Buildings, Multi-Family Buildings or Mixed-Use Buildings are located (as applicable), (b) such Committee may establish Design Guidelines (as defined below) applicable solely to such Commercial Buildings, Condominium Buildings, Multi-Family Buildings or Mixed-Use Buildings, as applicable, and (c) such Committee shall have all the rights, duties, powers and authority of the Committee under this Declaration solely with respect to such Commercial Buildings, Condominium Buildings, Multi-Family Buildings or Mixed-Use Buildings, as applicable. **THE ARCHITECTURAL CONTROL COMMITTEE FOR THE MASTER ASSOCIATION SHALL HAVE VETO RIGHTS OVER ANY SUB-ASSOCIATION AND ARCHITECTURAL CHANGES.**

The Declarant, during the Declarant Control Period shall establish and appoint an architectural control committee (the "**Committee**") for Sub-Association(s) and may, at the Declarant's sole discretion consist of all or any portion of the Committee appointed for the Master Association. Appointed Committee shall perform all actions of the Committee hereunder with respect to such Attached Dwelling Lots and Detached Dwelling Lots. If a Sub-Association has its own Committee apart from the Master Association's Committee then each Sub-Association shall deliver to the Master Association one (1) copy of the plans for modification when such modification will alter in any way the exterior of the home or building or have any significant or major impact on the overall aesthetics of the home, Lot, or neighborhood. The Master Architectural Control Committee shall have the right of veto or may require changes in modifications or plans should they find any modification to be deemed unacceptable in keeping with the community standards or as they deem appropriate.

A majority of the Committee may designate a member to act for it. The Master and Sub-Association Committees, if such Sub-Association Committees exist, shall be eligible for a fee for review services so long as the fee is reasonable in nature. The Committee shall not be liable for

claims, causes, causes of action or damages (except where occasioned by gross negligence or willful misconduct) arising out of services performed pursuant to this Declaration.

8.2 Architectural Approval.

(a) Design Guidelines. The initial Design Guidelines applicable to the Property as and when adopted by the Board may be attached hereto as an **Exhibit** and incorporated herein by reference. In the event the initial Design Guidelines are adopted after the recording of this Declaration the documents shall be recorded as a Dedicatory Instrument and shall have the same authority and power over the design and construction regulations of the Master development. The Committee may, from time to time at its election, publish and promulgate modifications, amendments or restatements of the Design Guidelines, and which shall supplement these Covenants and shall be deemed incorporated herein by reference. The Committee shall have the right from time to time to amend the Design Guidelines, provided such guidelines, as amended, shall be in keeping with the overall quality, general architectural style and design of the community. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of those matters for which it is responsible in accordance with these Covenants. The Committee shall endeavor to promulgate the Design Guidelines in such a manner that only materials complying with all applicable laws and regulations are specified therein, but each Owner of a Lot (and not the Committee) is responsible for complying with such laws and regulations on his respective Lot. If the Committee should be advised that materials specified by the Design Guidelines do not comply with applicable laws or regulations, the Committee shall use reasonable efforts to inquire into the nature of the non-compliance and to make appropriate revisions of the Design Guidelines.

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

(c) Procedure. Final plans and specifications shall be submitted in duplicate to the Committee by the Owner for approval or disapproval. If such plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Owner. If such plans and specifications do not meet the approval of the Committee, one set of such plans and specifications shall be returned marked "Disapproved," accompanied by a reasonable statement of the reasons for such disapproval. Any modification or change to the approved set of plans and specifications or to construction or reconstruction pursuant thereto which materially

affects items (i) through (v) of the preceding Section 8.2(b) must again be submitted to the Committee, for its review and approval. The Committee's approval or disapproval as required herein shall be in writing. **If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, then Committee disapproval shall be presumed.**

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

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

8.3 Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from the Design Guidelines or covenants or restrictions provided in this Declaration or the Design Guidelines then in effect. In any such case, variances shall be in basic conformity with and shall blend effectively with the overall quality, general architectural style and design of the community. No member of the Committee shall be liable to any Owner for any claims, cause of action, or damages arising out of the grant of, or the refusal to grant, any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the granting of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce this Declaration against any other Owner.

8.4 Nonconforming and Unapproved Improvements. The Board of Directors may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration, including the Design Guidelines. In addition, the Board of Directors may, in its sole discretion, cause the Association to carry out such restoration, demolition and removal if the Owner fails to do so. The Board of Directors may levy the amount of the cost of such restoration, demolition and removal as a special assessment against the Lot upon which such improvements were commenced or constructed (without the necessity of Member approval) and shall have all the rights and remedies to enforce collection thereof provided by law and by this Declaration. Buildings or other improvements initially constructed in accordance with these Covenants and having received any necessary approval of the Architectural Control Committee in connection with their initial construction, may be repaired, maintained and restored in accordance with the

standards in force at the time of their initial construction, notwithstanding any subsequent amendment or revision of these Covenants, the Design Guidelines or the Design Guidelines, subject to any restrictions or requirements of the City or other legal requirements. If such Dwellings or other improvements are totally destroyed or totally replaced, the new Dwellings or other new improvements must conform to the Covenants, the Design Guidelines, and the Design Guidelines in force at the time of their construction, subject to any restrictions or requirements of the City or other legal requirements.

8.5 Intentionally omitted.

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

ARTICLE IX

INSURANCE AND INDEMNITY

9.1 Association Insurance Coverage. The Association shall obtain insurance coverage on the Property in accordance with the following provisions:

(a) Purchasing Policies; Primary Coverage. The Board of Directors or its duly authorized agent shall have the authority to purchase and shall purchase insurance policies upon the Property sufficient to provide the coverages required by this Section 9.1, for the benefit of the Association and the Owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of Owners. All policies shall be written with a company licensed to sell insurance in the State of Texas. Except as provided in Section 9.3, in no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, Lot occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

(b) Casualty.

(i) Common Properties. All buildings and improvements upon the Common Properties and all personal property of the Association located in or upon the Common Properties and/or used to maintain the Common Properties (but specifically excluding any Lots or Buildings and other improvements thereon) shall be insured by the Association in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such insurance shall be charged as a common expense to all Owners and shall be included in the Regular Assessment. Such coverage shall provide protection against:

(A) Loss damage by fire and other hazards covered by a standard extended coverage endorsement; and

(B) Such other risks, as determined from time to time, as are customarily covered by casualty policies with respect to buildings of the type then existing on the Common Properties.

(ii) Lots. **EACH OWNER OF A LOT, BUILDING OR OTHER IMPROVEMENTS THEREON WHICH ARE LOCATED ON LOTS SHALL BE SOLELY LIABLE AND RESPONSIBLE FOR OBTAINING ITS OWN POLICIES OF INSURANCE ON SUCH OWNER'S LOT, BUILDING OR OTHER IMPROVEMENTS. THE ASSOCIATION SHALL HAVE NO OBLIGATION TO CARRY CASUALTY INSURANCE ON ANY BUILDINGS OR OTHER IMPROVEMENTS LOCATED ON LOTS FOR OR ON BEHALF OF ANY OWNER AND NO LIABILITY THEREFOR.**

(c) Liability. Public liability insurance shall be secured by the Association with limits of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be necessary or desirable.

(d) Policy Terms. The Association shall make every reasonable effort to ensure that all policies purchased by the Association contain clauses, endorsements or agreements providing:

(i) for waiver of subrogation;

(ii) that no policy may be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association;

(iii) that the "other insurance" clause in any such policy excludes individual Owners' policies from consideration; and

(iv) for a deductible of no greater than such amount per occurrence as shall from time to time be determined by the Board of Directors.

(e) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and shall be charged to Owners as part of the Regular Assessment described in Article VI above.

(f) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees, as their interest may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board of Directors, provided, however, that no mortgagee having an interest in such losses shall be prohibited from participating in the settlement negotiations, if any, related thereto. Upon the payment of proceeds to the Association under any policy, the sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purpose stated herein or stated in the bylaws of the Association and for the benefit of the Owners and their mortgagees in the following shares:

(i) Proceeds on account of damage to the Common Properties shall be held for the Association.

(ii) Proceeds on account of damage to Lots shall be held in undivided shares for the Owners to such damaged Lots in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association.

(iii) In the event a mortgagee or lender loss payable endorsement has been issued for any Lot, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interests may appear.

9.2 Distribution of Insurance Proceeds Received by Association. Proceeds of insurance policies received by the Association as insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) Expense of the Trust. All expenses of the insurance trustees shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost incurred by the Association of performing or obtaining the performance of the repairs, reconstruction or replacement of the damaged improvement(s) or other property, and the Association shall ensure that all mechanic's liens, materialmen's liens or other such liens which may result from such reconstruction, replacement or repair work are waived, satisfied or otherwise removed. Any proceeds remaining after defraying such costs shall be distributed as provided in Section 9.1(f).

In the event that the proceeds are insufficient to fully restore, repair or replace the loss or damage, the Association may levy an assessment to cover the deficiency.

ARTICLE X

EASEMENTS

10.1 General. All of the Property, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone, and electric power line and other public utilities as shall be established by the Declarant or by its predecessors in title, prior to the subjecting of the Property to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under, and across the Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Property. In addition, there is hereby reserved in the Declarant and its agents and employees an easement and right of ingress and egress across all Common Areas, now or hereafter existing, for the purpose of construction and repairing of improvements within the Property, including the right of temporary storage of construction materials on said Common Areas.

10.2 Universal Easements. All Lots and the Common Area shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots by the Declarant and the Common Improvements to the extent that such initial improvements and Common Improvements actually encroach including, but not limited to, such items as overhanging eaves, privacy fences and party walls, and masonry columns constructed by Declarant as part of the perimeter wall or fencing within portions of the Common Area and adjacent Lots. The Declarant hereby reserves for itself, the Association, the Architectural Control Committee and any Managing Agent an easement and right to enter onto the Common Area and any Common Properties for the purposes of maintenance, repair, and/or replacement of any Common Improvements thereon.

10.3 Reservation of Easements by Declarant. Declarant also reserves access easements over all Lots for construction, either for that Lot or any adjacent Lot or property, and easements over all Common Areas for the installation of public or private utilities and storm drainage (whether subsurface or surface), which easements may serve the Property or any adjacent property or properties (whether such adjacent property is owned by Declarant or a third party).

10.4 Cross Easements. There are non-exclusive reserved non-exclusive cross-access easements for maintenance, repair and construction in favor of Owners of Attached Dwellings which are part of the same Attached Dwelling Building for access to and from each others' Attached Dwelling Lot on which such Attached Dwelling Building is located and the Common Area, if any, adjacent to the Attached Dwelling Lots on which such Attached Dwelling Building is located; however, this does not include access to approved decks, patios or areas within approved fences.

10.5 Declarant/Association Right to Grant Easements. To the extent Declarant deems it necessary or appropriate to execute and file in the appropriate public records any instrument to

specifically evidence, identify and/or establish of record any easement reserved generally herein, Declarant is and shall be authorized to grant such easements, in its own name or in the name of the Association, and to execute and record written evidence of the same, without the approval or joinder of any other party, including, but not limited to, the Association, so long as Declarant holds record title to the Common Area. After the conveyance by Declarant to the Association of record title to the Common Area, any such written easement shall be given, if at all, by the Association and shall require the signature of the President of the Association (or any other duly authorized officer of the Association) or, if not the President or other officer duly authorized, then all of its Directors. Any third-party relying on a written and recorded easement instrument granted either by the Declarant or by the Association shall be entitled to rely upon any and all recitations set forth therein as true and correct statements of fact as to ownership of the Common Area and the authority of the person or party executing such easement instrument, and the same shall be deemed presumptively true, correct and legally binding for all purposes on all properties affected thereby, including any Lot(s) or portion(s) of the Common Area described therein or encumbered thereby.

ARTICLE XI

DISPUTE RESOLUTION; LIENS

11.1 Arbitration of Disputes Involving the Declarant.

(a) Arbitration. ANY AND ALL DISPUTES ARISING HEREUNDER BETWEEN AN OWNER AND THE DECLARANT, SHALL BE SUBMITTED TO BINDING ARBITRATION AND NOT TO A COURT FOR DETERMINATION. ARBITRATION SHALL COMMENCE AFTER WRITTEN NOTICE IS GIVEN FROM EITHER PARTY TO THE OTHER, SUCH ARBITRATION SHALL BE ACCOMPLISHED EXPEDITIOUSLY IN DALLAS COUNTY AND SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE ARBITRATION SHALL BE CONDUCTED BY THREE (3) ARBITRATORS, ONE OF WHOM SHALL BE APPOINTED BY THE OWNER AND ONE OF WHOM SHALL BE APPOINTED BY THE DECLARANT. THE THIRD ARBITRATOR SHALL BE APPOINTED BY THE FIRST TWO ARBITRATORS. THE ARBITRATORS SHALL BE SELECTED FROM A LIST OF ARBITRATORS SUBMITTED BY THE AAA. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ARBITRATION SHALL NOT COMMENCE UNTIL THE PARTY REQUESTING IT HAS DEPOSITED ONE THOUSAND FIVE HUNDRED AND NO/100 U. S. DOLLARS (\$1,500.00) WITH THE ARBITRATORS AS A RETAINER FOR THE ARBITRATORS' FEES AND COSTS. THE PARTY REQUESTING ARBITRATION SHALL ADVANCE SUCH SUMS AS ARE REQUIRED FROM TIME TO TIME BY THE ARBITRATORS TO PAY THE ARBITRATORS' FEES AND COSTS, UNTIL THE PREVAILING PARTY IS DETERMINED OR THE PARTIES HAVE AGREED IN WRITING TO AN ALTERNATE ALLOCATION OF FEES AND COSTS. EACH PARTY SHALL PAY ITS OWN LEGAL FEES AND COSTS AND ANY OTHER FEES INCURRED IN CONNECTION WITH AN ARBITRATION PROCEEDING WHICH ARISES OUT OF OR RELATES IN ANY WAY TO THIS DECLARATION PROVIDED, HOWEVER, THAT THE

ARBITRATION PANEL SHALL AWARD THE ARBITRATORS' FEES AND COSTS TO THE PREVAILING PARTY IN ITS ARBITRATION JUDGMENT.

(b) Notwithstanding the Declarant's and Owner's intent to submit any controversy or claim arising out of or relating to this Declaration to arbitration, in the event that a court of competent jurisdiction shall determine or a relevant law shall provide that a particular dispute is not subject to the arbitration provisions in this Section 11.1, then the parties agree to the following provisions: EACH OWNER ACKNOWLEDGES THAT THIS DECLARATION IS A SOPHISTICATED LEGAL DOCUMENT. ACCORDINGLY, JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DECLARATION ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. EACH OWNER AGREES THAT ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSSCLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS DECLARATION, ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.

11.2 Liens/Validity and Severability; Mortgagees. Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, lien or other similar security instrument which may then be existing on any Lot. Invalidation of any one (1) or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which such other provisions and covenants shall remain in full force and effect. No default by an Owner of a Lot under any provision of this Declaration shall affect any existing lien or mortgage on that Lot. A mortgagee shall not be liable for Assessments made with respect to a Lot during any period in which its only interest in the Lot is that of a mortgagee.

ARTICLE XII

GENERAL PROVISIONS

12.1 Duration. The Covenants of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association and each Owner and each of their respective legal representatives, heirs, successors and assigns. This Declaration shall be effective for an initial term ending on December 31, 2093, after which time said Covenants shall be automatically extended for successive periods of ten (10) years each unless, at least one (1) year prior to the expiration of the then current term, an instrument terminating this Declaration is signed by Owners of at least sixty-seven percent (67%) of the Lots, and is recorded in the Official Public Records of Dallas County, Texas.

12.2 Amendments. Notwithstanding Section 12.1 of this Article, and in addition to Declarant's rights to amend this Declaration during the Development Period as set forth in

Article XIII hereof, this Declaration may be amended or otherwise changed (a) as provided in Section 2.2, or (b) upon the affirmative vote of at least sixty-seven percent (67%) of the outstanding votes of the Members of the Association (both classes taken together) taken at a meeting of the Members of the Association, duly called at which quorum is present; provided that any amendment to this Declaration during the Development Period shall require the written consent and approval of the Declarant to be effective. Any and all amendments of this Declaration must be recorded in the Official Public Records of Dallas County, Texas to be effective.

12.3 Enforcement. Subject to the provisions of Article XI, these Covenants may be enforced against any person or persons violating or attempting to violate them, by any proceeding at law or in equity, including, without limitation, through actions to enjoin violations, to recover damages, or to enforce any lien created by these Covenants. The failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

12.5 References. All references in this Declaration to articles, sections, subsections and paragraphs refer to corresponding articles, sections, subsections, and paragraphs of this Declaration. Heading and titles used herein are for convenience only and shall not constitute substantive provisions of this Declaration. The words "this Declaration," "this instrument," "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Declaration as a whole and not to any particular provision unless expressly so limited. Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Words in any gender (including the neutral gender) shall include any other gender, unless the context otherwise requires. Examples shall not be construed to limit, expressly or by implication, the matter they illustrate. The word "includes" and its derivatives shall mean "includes, but is not limited to" and corresponding derivative expressions. The word "or" includes "and/or." All references herein to "\$" or "dollars" shall refer to U.S. Dollars. All exhibits attached to this Declaration are incorporated herein by reference.

12.6 Notices. Any notice required to be given to the Association, or to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of such person as shown by the records of the Association at the time of such mailing, or delivered by other means permitted under the applicable provisions of the Texas Business Organizations Code, as amended from time to time.

12.7 Notices to Mortgagees. Upon written request delivered to the Association by the mortgagee of a Lot, the Association shall send to the requesting mortgagee written notification of any default hereunder affecting the mortgagor or the Lot covered by the mortgage of the requesting

mortgagee. Any such request shall be in sufficient detail to enable the Association to determine the affected Lot and Owner and shall set forth the mailing address of the requesting mortgagee.

12.8 Liability Limitations; Indemnification. No Declarant, Member, director, officer or representative of the Association or the Board or the Committee shall be personally liable for the debts, obligations or liabilities of the Association. The directors and officers of the Association shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts or as otherwise expressly provided in the Association dedicatory instruments. Declarant and directors, officers and Committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and **THE ASSOCIATION, AS A COMMON EXPENSE OF THE ASSOCIATION, SHALL INDEMNIFY AND HOLD HARMLESS DECLARANT, DIRECTORS, OFFICERS AND MEMBERS OF THE COMMITTEE FROM ANY AND ALL EXPENSES, LOSS OR LIABILITY TO OTHERS ON ACCOUNT OF ANY SUCH CONTRACT OR COMMITMENT (TO THE EXTENT NOT COVERED BY INSURANCE PROCEEDS). IN ADDITION, EACH DIRECTOR AND EACH OFFICER OF THE ASSOCIATION AND EACH MEMBER OF THE COMMITTEE SHALL BE INDEMNIFIED AND HELD HARMLESS BY THE ASSOCIATION, AS A COMMON EXPENSE OF THE ASSOCIATION, FROM ANY EXPENSE, LOSS OR LIABILITY TO OTHERS (TO THE EXTENT NOT COVERED BY INSURANCE PROCEEDS) BY REASONS OF HAVING SERVED AS SUCH DIRECTOR, OFFICER OR COMMITTEE MEMBER AND AGAINST ALL EXPENSES, LOSSES AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, COURT COSTS AND REASONABLE ATTORNEYS' FEES, INCURRED BY OR IMPOSED UPON SUCH DIRECTOR, OFFICER OR COMMITTEE MEMBER IN CONNECTION WITH ANY PROCEEDING TO WHICH SUCH PERSON MAY BE A PARTY OR HAVE BECOME INVOLVED BY REASON OF BEING SUCH DIRECTOR, OFFICER OR COMMITTEE MEMBER AT THE TIME ANY SUCH EXPENSES, LOSSES OR LIABILITIES ARE INCURRED SUBJECT TO ANY PROVISIONS REGARDING INDEMNITY CONTAINED IN THE ASSOCIATION'S DEDICATORY INSTRUMENTS, EXCEPT IN CASES WHEREIN THE EXPENSES, LOSSES AND LIABILITIES ARISE FROM A PROCEEDING IN WHICH SUCH DIRECTOR, OFFICER OR COMMITTEE MEMBER IS ADJUDICATED GUILTY OF WILLFUL MISFEASANCE OR WILLFUL MALFEASANCE, WILLFUL MISCONDUCT OR BAD FAITH IN THE PERFORMANCE OF SUCH PERSON'S DUTIES OR INTENTIONAL WRONGFUL ACTS OR ANY ACT EXPRESSLY SPECIFIED IN THE ASSOCIATION'S DEDICATORY INSTRUMENTS AS AN ACT FOR WHICH ANY LIMITATION OF LIABILITY SET FORTH IN THE ASSOCIATION'S DEDICATORY INSTRUMENTS IS NOT APPLICABLE; PROVIDED, HOWEVER, THIS INDEMNITY DOES COVER LIABILITIES RESULTING FROM SUCH DIRECTOR'S, OFFICER'S OR COMMITTEE MEMBER'S NEGLIGENCE.** Any right to indemnification provided herein shall not be exclusive of any other rights to which a director, officer or Committee member, or former director, officer or Committee member, may be entitled. The Association shall have the right to purchase and maintain, as a Common Expense, directors', officers', and Committee members', insurance on behalf of any Person who is or was a director or officer of the Association

or the Committee member against any liability asserted against any such Person and incurred by any such Person in such capacity, or arising out of such Person's status as such Person.

12.9 Management of the Association. In the event that the Board elects to contract with a Managing Agent to perform any duties of the Board in accordance with Article V hereof, the Board shall record or cause to be recorded in each county in which the Property is located a management certificate, signed and acknowledged by an officer of the Managing Agent or the Association in accordance with the requirements of Section 209.004 of the Texas Property Code. An amended management certificate shall be recorded no later than the 30th day after the date on which the Association has notice of a change in any information pertaining to the Managing Agent applicable to the Association. Notwithstanding the foregoing or anything to the contrary contained herein, in no event shall the Declarant, the Association and/or their respective officers, directors, employees, and/or agents, or the Board be subject to liability to any Person for a delay in recording or failure to record a management certificate except as otherwise provided by law.

12.10 Termination of and Responsibility of Declarant. If Declarant shall transfer all of its then remaining right, title and interest in and to the Land and shall additionally expressly assign all its rights, benefits and obligations as Declarant hereunder to the transferee of such remaining interest in the Land, then Declarant shall have no further rights or duties hereunder and such rights and duties of Declarant hereunder shall thereupon be enforceable and performable by such transferee of Declarant's rights hereunder.

12.11 City Provisions. All construction within the Property shall also comply with all applicable City ordinances and regulations. If any ordinance or regulation imposed by the City imposes more demanding, extensive or restrictive requirements than those set forth in this Declaration, such requirements shall govern. No ordinance or regulations adopted by the City shall lessen the requirements set forth in these Covenants.

ARTICLE XIII

SPECIFIC DECLARANT RIGHTS

13.1 Amendment. The provisions of this Article VIII may not be amended without the express written consent of Declarant (and Declarant's successors and assigns in accordance with the terms hereof).

13.2 No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any Member to annex any Adjacent Land or other property to this Declaration and no owner of the property excluded from this Declaration shall have any right to have such property annexed thereto.

13.3 Effect of Annexation on Class B Membership. In determining the number of Lots owned by the Declarant for the purpose of Class B membership status according to Section 5.3 hereof, the total number of Lots covered by this Declaration and located or to be developed in such Declarant's portion of the Property, including all Lots acquired by the Declarant and annexed thereto, shall be considered. If Class B membership has previously lapsed but annexation of any Adjacent Land or additional property restores the ratio of Lots owned by the Declarant to the

number required by Class B membership, such Class B membership shall be reinstated until it expires pursuant to the terms of Section 5.3.

13.4 Specific Declarant Rights to Amend Declaration. During the Development Period, the Declarant may unilaterally amend this Declaration without the joinder or vote of the Board, the Association, the other Owners, or any other party if such amendment is deemed necessary or desirable, in the Declarant's sole judgment for any purpose, including, without limitation, (i) to bring any provisions of this Declaration into compliance with any applicable governmental statute, rule, regulation or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to purchase, insure, or guarantee mortgage loans on the Lots; (iv) to satisfy the requirements of any local, state or federal governmental agency; or (v) to correct or clarify errors, omissions, mistakes or ambiguities contained herein. No amendment pursuant to this paragraph, however, shall adversely affect the title to any Lot unless the Owner affected thereby shall consent in writing.

13.5 Easement/Access Right. The Declarant reserves a general easement over all streets, roads, rights of way, utility, maintenance, landscaping, wall and other easements in the Property and over the Common Area as reasonably necessary for access for the purpose of finishing development of the Property as a subdivision and as otherwise reasonably necessary to affect each Declarant's rights hereunder. Such easements and rights shall expire upon expiration of the Development Period.

13.6 Assignment of Declarant Rights. The Declarant may assign its rights to a successor Declarant hereunder by execution of a written document, recorded in the Official Public Records of Dallas County, Texas, expressly and specifically stating that such Declarant has assigned its rights as such to a designated assignee and declaring such assignee to be a new "Declarant" hereunder. No Person purchasing or otherwise acquiring one (1) or more Lots shall be considered "Declarant" hereunder, unless Declarant makes an express and specific assignment referenced in and accordance with the terms of the immediately preceding sentence or except in the event of an involuntary disposition of all or any part of the Land owned by Declarant prior to completion of development of the Land as a residential community.

13.7 Declarant's Right to Install Improvements in Setback and Other Areas. The Declarant, in connection with development of the Property and construction of improvements thereon, reserves the right, but shall have no obligation, to install or construct walls, fences, irrigation systems and other improvements in the setback areas (being the area on, along and/or between the boundary line of a Lot and the building or setback lines applicable to such Lot). If the Declarant exercises such right in a setback area, then such wall, fence, irrigation system, or other improvement shall be the property of the Owner(s) of the Lot(s) adjacent to such improvements or upon which such improvements are located, and (except as may otherwise be expressly provided herein with respect to Attached Dwelling Lots) such Owner(s) shall maintain and repair any such improvement unless the applicable Declarant or the Association, by and through the Board, shall advise the Owner(s) in writing of its intent to assume such maintenance and repair obligations. If the Declarant exercises such above-described right in the non-setback areas, then such wall, fence,

irrigation system, or other improvement shall be the property of the Association. During the Development Period, the Declarant shall have the right, but not the obligation, to maintain and repair any such non-setback area improvements located on such Declarant's portion of the Property; otherwise, the Association shall assume the maintenance and repair or it may abandon such improvements at its discretion. If the City requires the maintenance, repair, or removal of any such non-setback area improvements, the Association shall assume such responsibility at its expense. If the Association so abandons such non-setback area improvements or is properly dissolved, then the Owner(s) of the Lot(s) adjacent to such improvements or on which such improvements are located shall assume maintenance and repair at its expense.

13.8 Replatting or Modification of Plat. From time to time, the Declarant reserves the right to replat its Property or to amend or modify the Plat in order to assure harmonious and orderly development of the Property as herein provided. The Declarant may exercise such rights at any time during the Development Period and no joinder of any other Owner shall be required to give effect to such rights, each Owner consenting to the Declarant's execution of any replat on such Owner's behalf. However, any such replatting or amendment of the Plat shall be with the purpose of efficiently and economically developing the Property for the purposes herein provided or for compliance with any applicable governmental regulation. The Declarant's rights under this Section 13.8 shall expire upon expiration of the Development Period.

13.9 Limitation of Declarants' Liability. The Declarant shall not be responsible or liable for any deficit in the Association's funds. The Declarant may, but is under no obligation to, subsidize any liabilities incurred by the Association, and the Declarant may, but is not obligated to, lend funds to the Association to enable it to defray its expenses, provided the terms of such loans are on reasonable market conditions at the time.

13.10 Termination of the Declarant's Responsibilities. In consideration of the Declarant's deficit funding of the Association, if any, upon the occurrence of any of the following events: (i) conversion of the Declarant's Class B membership status to Class A membership status; (ii) completion of the Common Properties by the Declarant and conveyance of same to the Association; (iii) assignment of the Declarant's rights hereunder pursuant to Section 13.6; or (iv) expiration of the Development Period, then and in such event the Declarant shall be fully released, relieved and forever discharged from any further duty or obligation to the Association or any of its members as the Declarant by reason of the terms and conditions of this Declaration including any amendments thereof or supplements thereto, save and except the duties and obligations, if any, of the Declarant as a Class A member by reason of the Declarant's continued ownership of one or more Lots, but not otherwise. Further, and without regard to whether or not the Declarant has been released from obligations and duties to the Association, during the Development Period or so long as the Declarant holds record title to at least one (1) Lot and holds same for sale in the ordinary course of business, neither the Association nor its Board, nor any member of the Association shall take any action that will impair or adversely affect the rights of the Declarant or cause the Declarant to suffer any financial, legal or other detriment, including but not limited to, any direct or indirect interference with the sale of Lots. In the event there is a breach of this Section, it is acknowledged that any monetary award which may be available would be an insufficient remedy and therefore, in addition to all other remedies, the Declarant shall be entitled to injunctive relief restraining the Association, its Board or any member of the Association from further breach of this Section.

EXECUTED as of this 13th day of March, 2019.

MASTER DECLARANT:
MEGATEL TRINITY MEADOWS, LLC
a Texas limited liability company

By: _____
[Signature]

Name: Armin Afzalipour

Title: Managing Member

MEGATEL HOLDINGS, LLC,
a Texas limited liability company

By: _____
[Signature]

Name: Armin Afzalipour

Title: Sole Member

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Armin Afzalipour, the Sole Member of Megatel Holdings, LLC, a Texas limited liability company, and Managing Member of Megatel Trinity Meadows, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said entity, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 13th day of March, 2019.

Notary Public, State of Texas
[SEAL]

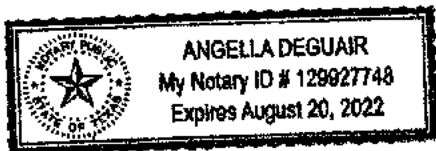


EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

[see attached]

Exhibit A
Legal Description

BEING a tract of land situated in the WILLIAM R. COOMBS SURVEY, ABSTRACT NO. 290, City of Dallas, Dallas County, Texas, Dallas City Block 7254, 7257, and 7259, and being all those tracts of land described in Deed to Austin International Ventures Inc. as recorded in Volume 95046, Page 01951, Deed Records, Dallas County, Texas, and Volume 95046, Page 01957, Deed Records, Dallas County, Texas, and in Deed without Warranty recorded in County Clerk instrument No. 200600132274 and No. 200600132275. Official Public Records, Dallas County, Texas, and being Lots 37-40, Block 7254, of Cement City Addition, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 1, Page 156, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 11 of City Block 2/7260;

THENCE South 00 deg 13 min 01 sec West, along the West line of said W. E. Kline Addition, a distance of 369.44 feet to a point for corner in the Northerly right-of-way line of Texas & Pacific Railroad, a variable width right-of-way as established in document recorded in Volume 3983, Page 484, Deed Records, Dallas County, Texas, from which a 1/2-inch iron rod found bears North 07 deg 22 min 04 sec West, a distance of 0.80 feet, said point being the beginning of a non-tangent curve to the right having a radius of 5,654.65 feet, a central angle of 04 deg 24 min 33 sec, a chord bearing of North 86 deg 02 min 47 sec West, and a chord length of 435.04 feet:

THENCE along said Northerly right-of-way line of Texas & Pacific Railroad as follows;

Along said curve to the right, an arc distance of 435.15 feet to a 1/2-inch iron rod set with a red plastic cap stamped "W.A.I." for corner;

North 83 deg 12 min 49 sec West, a distance of 49.11 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." for corner;

North 82 deg 57 min 30 sec West, a distance of 50.00 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." for corner;

North 82 deg 44 min 30 sec West, a distance of 50.00 feet to a 1/2-inch iron rod found with a red plastic cap stamped "W.A.I." for corner;

North 82 deg 40 min 09 sec West, a distance of 35.81 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner, said iron rod being the beginning of a non-tangent curve to the left having a radius of 5,654.65 feet, a central angle of 00 deg 37 min 06 sec, a chord bearing of North 81 deg 40 min 12 sec West and a chord length of 61.03 feet;

Along said curve to the left, an arc distance of 61.03 feet to a 3/4-inch iron rod found in the Easterly line of a tract of land conveyed to LRG, L.L.C. by deed recorded in Volume 99042, Page 04845, Deed Records, Dallas County, Texas, said point being the beginning of a non-tangent curve

to the left having a radius of 724.78 feet, a central angle of 33 deg 07 min 38 sec. a chord bearing of North 55 deg 52 min 27 sec East, and a chord length of 413.24;

THENCE departing said Northerly right-of-way line of Texas & Pacific Railroad and along the Easterly line of said LRG, L.L.C. tract as follows:

Along said non-tangent curve to the left, an arc distance of 419.05 feet to a 3/4-inch iron rod found for corner,

North 39 deg 18 min 38 sec East a distance of 256.22 feet to a 3/4-inch iron rod found for corner;

North 00 deg 05 min 53 sec East a distance of 508.75 feet to a 3/4-inch iron rod found far corner;

South 89 deg 54 min 34 sec East, departing the Easterly line of said LRG, L.L.C. tract and continuing along the South line of said Block 1/7256, a distance of 523.94 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." found for the Southwest corner of said Lot 37 and the Southeast corner of Lot 48, Block 7257, of said Cement City Addition, said point also being the Southeast corner of a tract of land described in deed to Richard Salazar as recorded in County Clerk's Instrument No. 200600174809. Official Public Records. Dallas County, Texas;

THENCE North 00 deg 04 min 20 sec West. along the West lines of said Lots 37-40 and the East line of said Salazar tract, a distance of 105.07 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for the Northwest corner of said Lot 40 and the Southwest corner of Lot 41, Block 7257, of said Cement City Addition, said point also being the Southwest corner of a tract of land described in deed to R. H. West and R. H. Terry as recorded in Volume 67161, Page 368, Deed Records, Dallas County, Texas;

THENCE North 89 deg 55 min 10 sec East, departing the East line of said Lot 48 and West-Teny tract, along the South line of said Lot 41 and said West-Terry tract, and along the North line of said Lot 40. a distance of 137.50 feet a 1 1/2-inch iron rod with a plastic cap stamped "W.A.I." found for corner on the West right-of-way line of said Borger Street, said point being the Northeast corner of said Lot 40 and the Southeast corner of said Lot 41 and the West-Terry tract;

THENCE South 00 deg 04 min 20 sec East. along the East line of said Lots 37-40 and the West right-of-way line of said Borger Street, a distance of 105.47 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for the Southeast corner of said Lot 37, said point being on the Westerly right-of-way of said Borger Street;

THENCE North 89 deg 54 min 34 sec West along the Westerly right-of-way of said Borger Street, a distance of 10.00 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." found for corner;

THENCE South 00 deg 13 min 01 sec West continuing along the Westerly right-of-way line of said Borger Street, a distance of 79.98 feet to a 1/2 inch iron rod with red plastic cap stamped "W.A.I." set for corner;

THENCE South 89 deg 54 min 34 sec East, a distance of 155.00 feet to a 1/2 inch iron rod with red plastic cap stamped "W.A.I." set for corner in the Westerly line of Block 13/7265 of said West End Addition;

THENCE South 00 deg 13 min 01 sec West, along the Westerly line of said 15 foot public right-of-way, a distance of 540.90 feet;

THENCE North 89 deg 54 min 01 sec West continuing along the North line of said W. E. Kline Addition, a distance of 630.03 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for the Northwest corner of said W. E. Kline Addition;

THENCE South 00 deg 13 min 01 sec West, along the Westerly line of a 10 foot public right of way, a distance of 10 feet to the POINT OF BEGINNING; CONTAINING within these metes and bounds 15.342 acres or 668,282 square feet of land, more or less.

EXHIBIT B

**SOHO SQUARE DEVELOPMENT, CITY OF DALLAS, DALLAS COUNTY, TEXAS
PD 29794 ORDINANCE**

6-17-15

ORDINANCE NO. 29794

An ordinance changing the zoning classification on the following property:

BEING a tract of land in City Block 7259 located at the southwest corner of Borger Street and Duluth Street; fronting approximately 618.09 feet on the west line of Borger Street; and containing approximately 15.342 acres,

from an IM Industrial Manufacturing District and an IR Industrial/Research District to Planned Development District No. 944; amending Chapter 51P, "Dallas Development Code: Planned Development District Regulations," of the Dallas City Code by creating a new Article 944; establishing use regulations and development standards for this planned development district; providing a penalty not to exceed \$2,000; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, the city plan commission and the city council, in accordance with the Charter of the City of Dallas, the state law, and the ordinances of the City of Dallas, have given the required notices and have held the required public hearings regarding the rezoning of the property described in this ordinance; and

WHEREAS, the city council finds that it is in the public interest to establish this planned development district; Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the zoning classification is changed from an IM Industrial Manufacturing District and an IR Industrial/Research District to Planned Development District No. 944 on the property described in Exhibit A, which is attached to and made a part of this ordinance ("the Property").

SECTION 2. That Chapter 51P, "Dallas Development Code: Planned Development District Regulations," of the Dallas City Code is amended by adding a new Article 944 to read as follows:

"ARTICLE 944.

PD 944.

SEC. 51P-944.101. LEGISLATIVE HISTORY.

PD 944 was established by Ordinance No. _____, passed by the Dallas City Council on June 17, 2015.

SEC. 51P-944.102. PROPERTY LOCATION AND SIZE.

PD 944 is established in the general area southwest of the intersection of Duluth Street and Borger Street. The size of PD 944 is approximately 15.342 acres.

SEC. 51P-944.103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) In this district, RECREATIONAL AMENITIES means structures that are used for physical exercise or enjoyment and are not limited to playground equipment, exercise stations, splash parks, or swimming pools.

(d) This district is considered to be a residential zoning district.

SEC. 51P-944.104. EXHIBITS.

The following exhibits are incorporated into this article:

- (1) Exhibit 944A: conceptual plan.
- (2) Exhibit 944B: street cross section.

SEC. 51P-944.105. CONCEPTUAL PLAN.

Development and use of the Property must comply with the conceptual plan (Exhibit 944A). If there is a conflict between the text of this article and the conceptual plan, the text of this article controls.

SEC. 51P-944.106. DEVELOPMENT PLAN.

(a) Except as provided in this section, a development plan must be approved by the city plan commission before the issuance of any building permit to authorize work in this district. Development plans may be processed in phases and include any portion of the Property. If there is a conflict between the text of this article and the development plan, the text of this article controls.

(b) A final plat for a single family development may make minor deviations from the lot and secondary street configuration shown on the development plan provided that the final plat does not increase the number of lots or provide additional access points.

SEC. 51P-944.107. MAIN USES PERMITTED.

Except as provided in this section, the only main uses permitted are those main uses permitted in the R-5(A) Single Family District, subject to the same conditions applicable in the R-5(A) Single Family District, as set out in Chapter 51A. For example, a use permitted in the R-5(A) Single Family District only by specific use permit (SUP) is permitted in this district only by SUP; a use subject to development impact review (DIR) in the R-5(A) Single Family District is subject to DIR in this district, etc.

SEC. 51P-944.108. ACCESSORY USES.

(a) As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

- (b) The following accessory uses are not permitted:
- Accessory helistop.
 - Accessory medical/infectious waste incinerator.
 - Accessory outside display of merchandise.
 - Accessory outside sales.
 - Accessory pathological waste incinerator.
- (c) The following accessory use is permitted by right:
- Accessory community center (private).

SEC. 51P-944.109. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. If there is a conflict between this section and Division 51A-4.400, this section controls.)

(a) In general. Except as provided in this section, the yard, lot, and space regulations for the R-5(A) Single Family District apply.

(b) Front yard.

- (1) Except as provided in this section, minimum front yard is 15 feet.
- (2) For a detached single family use, no minimum front yard is required.

(c) Side yard.

- (1) Except as provided in this section, minimum side yard is 10 feet.
- (2) For a detached single family use, no minimum side yard.

(d) Rear yard.

- (1) Except as provided in this section, minimum rear yard is 15 feet.
- (2) For a detached single family use, minimum rear yard is 10 feet.

(e) Height.

- (1) Maximum structure height is 36 feet.

(2) The following structures may project a maximum of 12 feet above the maximum structure height for an accessory community center (private):

- (A) Amateur communications tower.
- (B) Chimney and vent stacks.
- (C) Clerestory.
- (D) Cooling tower.
- (E) Elevator penthouse or bulkhead.
- (F) Mechanical equipment room.
- (G) Ornamental cupola or dome.
- (H) Parapet wall or deck railing, limited to a height of five feet.
- (I) Skylights.
- (J) Tank designed for holding liquids.
- (K) Visual screens which surround roof mounted mechanical equipment.

(3) The following structures may project a maximum of 12 feet above the maximum structure height for single family dwelling units:

- (A) Amateur communications tower.
- (B) Chimney and vent stacks.
- (C) Clerestory.
- (D) Ornamental cupola or dome.
- (E) Parapet wall or deck railing, limited to a height of five feet.
- (F) Skylights.

(f) Density. Maximum number of dwellings units is 240.

(g) Lot coverage.

(1) In general. Except as provided in this section, maximum lot coverage is 45 percent.

(2) Single Family. For a detached single family use, maximum lot coverage is 55 percent.

(3) Accessory community center (private).

(A) Except as provided in this section, maximum lot coverage is 40 percent.

(B) For an accessory community center (private), the following items are not included in the lot coverage calculations:

(i) Pavilion.

(ii) Gazebo.

(h) Lot size. For a detached single family use in a shared access development, minimum lot size is 1,550 square feet.

(i) Shared access areas. Shared access areas may be used to satisfy minimum lot area requirements and determine lot coverage.

SEC. 51P- 944.110. OFF-STREET PARKING AND LOADING.

(a) In general. Except as provided in this section, consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

(b) Accessory community center (private). A minimum of five parking spaces are required for an accessory community center (private).

SEC. 51P-944.111. INGRESS-EGRESS.

(a) Ingress and egress must be provided as shown on the conceptual plan. Final location of the driveways and drive approaches may vary from the location shown with no increase in number of drive approaches. Final design and location must be shown on an approved development plan.

(b) For a shared access development, the location of ingress-egress points must be shown on the development plan and preliminary plat.

SEC. 51P-944.112. SHARED ACCESS DEVELOPMENT.

(a) Except as provided in this section, shared access development must comply with Section 51A-4.411, "Shared Access Development."

(b) For a shared access development with up to 240 lots, a minimum of four access points are required.

(c) Adjacent shared access developments may have shared access areas that connect.

(d) A maximum of two access points may be restricted to ingress and egress for emergency vehicles.

(e) A minimum sidewalk width of four feet is required. The sidewalks may be interspersed throughout the development. A minimum of 3,315 linear feet of sidewalk must be provided.

(f) Minimum pavement width is 24 feet.

(g) Off-street parking is allowed on both sides of a shared access area.

(h) A minimum of one community swimming pool or splash park must have a final permit issued and final inspection completed before submittal of the last final plat.

SEC. 51P-944.113. URBAN DESIGN GUIDELINES

The following design guideline must be incorporated in a shared access development:

(a) Each block face must have structures with different elevations and facade styles. Front facades with similar elevations, colors, or materials must be separated by at least three lots.

(b) Front facing garages must be inset a minimum of one foot from the main structure facade.

(c) Minimum driveway width for a garage is 12 feet. Maximum driveway length is 18 feet from back-of-curb to garage.

(d) A shared access development must provide maximum connectivity with multiple ways into and out of the development. No dead-end streets are permitted.

(e) Sidewalk connections to recreational amenities must be provided.

(f) All dwelling units must be within a 100-feet of a sidewalk.

SEC. 51P-944.114. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. 51P-944.115. LANDSCAPING.

(a) Landscape plan. Except as provided in this section, landscaping must be provided in accordance with Article X. The entire district is considered one lot for purposes of this section.

(b) Shared access development. For a shared access development, landscaping must be provided in accordance with the following:

(1) One site tree must be provided for every 4,000 square feet within the shared access development. Every site tree must have a planting area of at least 25 square feet. Trees must be a species listed in Section 51A-10.134

(2) In addition to site trees, one large canopy tree must be provided for every 25 feet of street frontage, excluding shared access points, with a minimum of two street trees required. Street trees may be located within the front yard or the parkway. Parkway licenses are required. In this subsection, PARKWAY means the portion of a street right-of-way between the projected street curb and the front lot line or corner side lot line. If the director determines that a large canopy tree would interfere with utility lines, a substitute street tree from a species listed in Section 51A-10.134 may be provided.

(c) Landscape area and common areas. A minimum of 87,000 square feet of landscape area is required. Landscape area and common areas may be dedicated in phases and on different final plats.

(1) Landscape area cannot be located entirely within one phase of the development or on one final plat.

(2) Landscape area and common areas may include recreational amenities.

(d) Tree mitigation. Tree mitigation may be completed in phases. These phases may coincide with phased final plats. Within five years after the issuance of a grading permit, the property owner shall present to the building official the total mitigation calculation including the mitigation amount less trees planted. This term may be extended by two, one-year extensions if approved by the building official.

SEC. 51P-944.116. SIGNS.

Signs must comply with the provisions for non-business zoning districts in Article VII.

SEC. 51P-944.117. ADDITIONAL PROVISIONS.

- (a) The Property must be properly maintained in a state of good repair and neat appearance.
- (b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.
- (c) No more than 240 lots may be platted as a shared access development.
- (d) Before the final inspection of the first single family dwelling unit, an eight inch water main must be provided to serve the shared access development, with final design and construction approved by Dallas Water Utilities.

SEC. 51P-944.118. COMPLIANCE WITH CONDITIONS.

- (a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the city.
- (b) The building official shall not issue a building permit to authorize work or a certificate of occupancy to authorize the operation of a use, until there is has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city.”

SECTION 3. That, pursuant to Section 51A-4.701 of Chapter 51A of the Dallas City Code, as amended, the property description in Section 1 of this ordinance shall be construed as including the area to the centerline of all adjacent streets and alleys.

SECTION 4. That development of this district must comply with the full-scale version of Exhibit 944A (conceptual plan) attached to this ordinance. A reduced-sized version of this plan shall be provided in Chapter 51P. Permits shall be issued based on information provided on the full-scale version of the plan.

SECTION 5. That the city attorney is authorized to insert the enrolled number of this ordinance in the legislative history section of Article 944 in Chapter 51P.

SECTION 6. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

SECTION 7. That the zoning ordinances of the City of Dallas and Chapter 51P of the Dallas City Code, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 8. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 9. That this ordinance shall take effect immediately from and after its passage and publication, in accordance with the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

WARREN M.S. ERNST, City Attorney



By _____
Assistant City Attorney

JUN 17 2015

Passed _____

Exhibit A
Legal Description

BEING a tract of land situated in the WILLIAM R. COOMBS SURVEY, ABSTRACT NO. 290, City of Dallas, Dallas County, Texas, Dallas City Block 7254, 7257, and 7259, and being all those tracts of land described in Deed to Austin International Ventures Inc. as recorded in Volume 95046, Page 01951, Deed Records, Dallas County, Texas, and Volume 95046, Page 01957, Deed Records, Dallas County, Texas, and in Deed without Warranty recorded in County Clerk instrument No. 200600132274 and No. 200600132275. Official Public Records, Dallas County, Texas, and being Lots 37-40, Block 7254, of Cement City Addition, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 1, Page 156, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 11 of City Block 2/7260;

THENCE South 00 deg 13 min 01 sec West, along the West line of said W. E. Kline Addition, a distance of 369.44 feet to a point for corner in the Northerly right-of-way line of Texas & Pacific Railroad, a variable width right-of-way as established in document recorded in Volume 3983, Page 484, Deed Records, Dallas County, Texas, from which a 1/2-inch iron rod found bears North 07 deg 22 min 04 sec West, a distance of 0.80 feet, said point being the beginning of a non-tangent curve to the right having a radius of 5,654.65 feet, a central angle of 04 deg 24 min 33 sec, a chord bearing of North 86 deg 02 min 47 sec West, and a chord length of 435.04 feet:

THENCE along said Northerly right-of-way line of Texas & Pacific Railroad as follows;

Along said curve to the right, an arc distance of 435.15 feet to a 1/2-inch iron rod set with a red plastic cap stamped "W.A.I." for corner;

North 83 deg 12 min 49 sec West, a distance of 49.11 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." for corner;

North 82 deg 57 min 30 sec West, a distance of 50.00 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." for corner;

North 82 deg 44 min 30 sec West, a distance of 50.00 feet to a 1/2-inch iron rod found with a red plastic cap stamped "W.A.I." for corner;

North 82 deg 40 min 09 sec West, a distance of 35.81 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner, said iron rod being the beginning of a non-tangent curve to the left having a radius of 5,654.65 feet, a central angle of 00 deg 37 min 06 sec, a chord bearing of North 81 deg 40 min 12 sec West and a chord length of 61.03 feet;

Along said curve to the left, an arc distance of 61.03 feet to a 3/4-inch iron rod found in the Easterly line of a tract of land conveyed to LRG, L.L.C. by deed recorded in Volume 99042, Page 04845, Deed Records, Dallas County, Texas, said point being the beginning of a non-tangent curve

to the left having a radius of 724.78 feet, a central angle of 33 deg 07 min 38 sec. a chord bearing of North 55 deg 52 min 27 sec East, and a chord length of 413.24;

THENCE departing said Northerly right-of-way line of Texas & Pacific Railroad and along the Easterly line of said LRG, L.L.C. tract as follows:

Along said non-tangent curve to the left, an arc distance of 419.05 feet to a 3/4-inch iron rod found for corner,

North 39 deg 18 min 38 sec East a distance of 256.22 feet to a 3/4-inch iron rod found for corner;

North 00 deg 05 min 53 sec East a distance of 508.75 feet to a 3/4-inch iron rod found far corner;

South 89 deg 54 min 34 sec East, departing the Easterly line of said LRG, L.L.C. tract and continuing along the South line of said Block 1/7256, a distance of 523.94 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." found for the Southwest corner of said Lot 37 and the Southeast corner of Lot 48, Block 7257, of said Cement City Addition, said point also being the Southeast corner of a tract of land described in deed to Richard Salazar as recorded in County Clerk's Instrument No. 200600174809. Official Public Records. Dallas County, Texas;

THENCE North 00 deg 04 min 20 sec West. along the West lines of said Lots 37-40 and the East line of said Salazar tract, a distance of 105.07 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for the Northwest corner of said Lot 40 and the Southwest corner of Lot 41, Block 7257, of said Cement City Addition, said point also being the Southwest corner of a tract of land described in deed to R. H. West and R. H. Terry as recorded in Volume 67161, Page 368, Deed Records, Dallas County, Texas;

THENCE North 89 deg 55 min 10 sec East, departing the East line of said Lot 48 and West-Teny tract, along the South line of said Lot 41 and said West-Terry tract, and along the North line of said Lot 40. a distance of 137.50 feet a 1 1/2-inch iron rod with a plastic cap stamped "W.A.I." found for corner on the West right-of-way line of said Borger Street, said point being the Northeast corner of said Lot 40 and the Southeast corner of said Lot 41 and the West-Terry tract;

THENCE South 00 deg 04 min 20 sec East. along the East line of said Lots 37-40 and the West right-of-way line of said Borger Street, a distance of 105.47 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for the Southeast corner of said Lot 37, said point being on the Westerly right-of-way of said Borger Street;

THENCE North 89 deg 54 min 34 sec West along the Westerly right-of-way of said Borger Street, a distance of 10.00 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." found for corner;

THENCE South 00 deg 13 min 01 sec West continuing along the Westerly right-of-way line of said Borger Street, a distance of 79.98 feet to a 1/2 inch iron rod with red plastic cap stamped "W.A.I." set for corner;

THENCE South 89 deg 54 min 34 sec East, a distance of 155.00 feet to a 1/2 inch iron rod with red plastic cap stamped "W.A.I." set for corner in the Westerly line of Block 13/7265 of said West End Addition;

THENCE South 00 deg 13 min 01 sec West, along the Westerly line of said 15 foot public right-of-way, a distance of 540.90 feet;

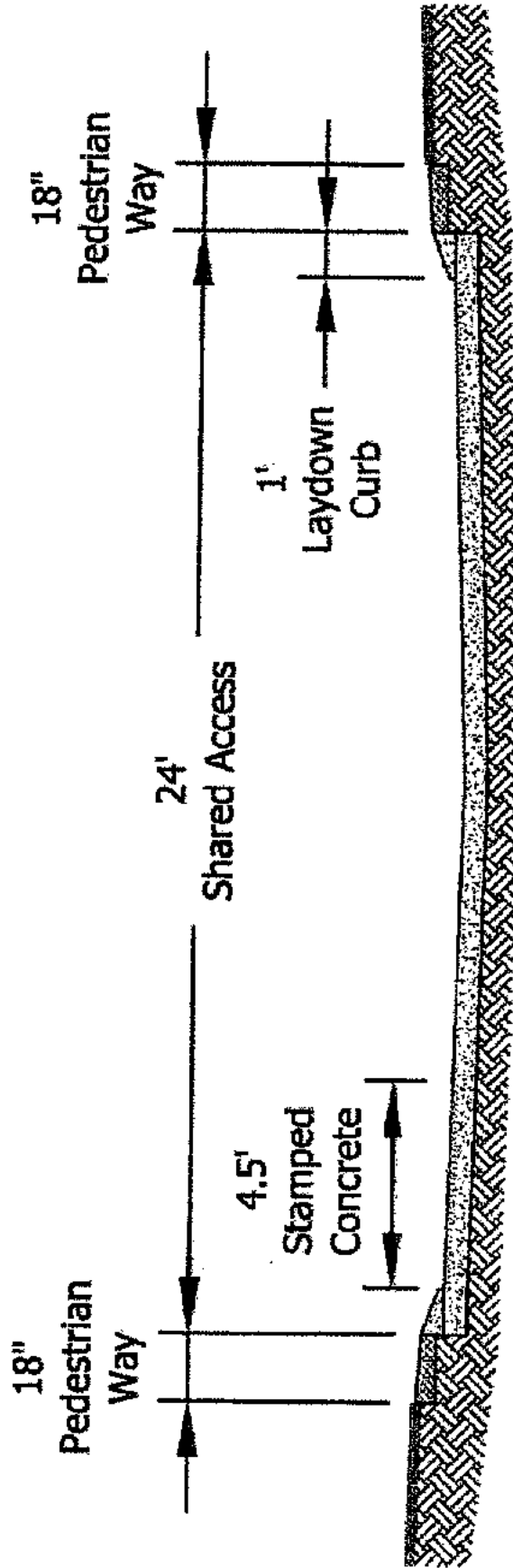
THENCE North 89 deg 54 min 01 sec West continuing along the North line of said W. E. Kline Addition, a distance of 630.03 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for the Northwest corner of said W. E. Kline Addition;

THENCE South 00 deg 13 min 01 sec West, along the Westerly line of a 10 foot public right of way, a distance of 10 feet to the POINT OF BEGINNING; CONTAINING within these metes and bounds 15.342 acres or 668,282 square feet of land, more or less.

EXHIBIT B

29794

151266



Z145-185

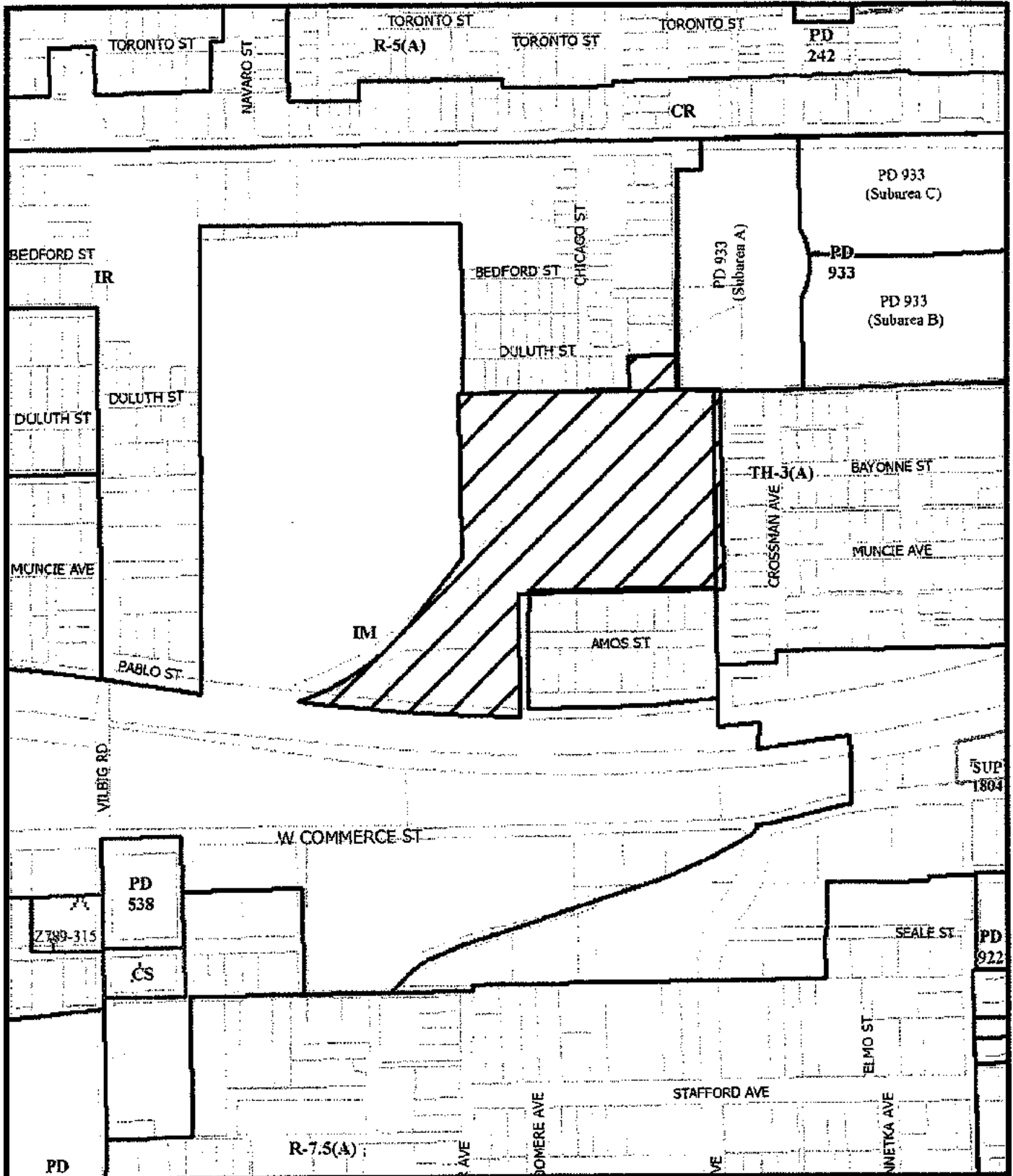
Typical Section Detail

Street Cross Section
Exhibit 944B
PDD No. 944

Approved
City Plan Commission
June 4, 2015

29794

151266



1:4,800

ZONING MAP

Case no: Z145-185

Date: 3/4/2015



PROOF OF PUBLICATION – LEGAL ADVERTISING

The legal advertisement required for the noted ordinance was published in the Dallas Morning News, the official newspaper of the city, as required by law, and the Dallas City Charter, Chapter XVIII, Section 7.

DATE ADOPTED BY CITY COUNCIL JUN 17 2015

ORDINANCE NUMBER 29794

DATE PUBLISHED JUN 20 2015

ATTESTED BY:

A handwritten signature in cursive script, appearing to read "Lore G. Lewis", is written over a horizontal line.

EXHIBIT C

SOHO SQUARE DEVELOPMENT, CITY OF DALLAS, DALLAS COUNTY, TEXAS DESIGN GUIDELINES

- 1.1 Initial Installations and Maintenance. Upon completion of any Residence within the Property and prior to the final inspection, the Builder must install the landscaping for such Lot according to the Minimum Landscaping Requirements set forth in this Declaration or the Subordinate Declaration adopted and recorded for that phase or section of the development. In the event any landscaping (including trees) needs to be replaced, as determined in the sole discretion of the Declarant and/or the Association, the Owner or the Association (as applicable) that is responsible for maintenance thereof shall promptly replace such landscaping. 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 after thirty (30) days after notice is delivered and charge the costs thereof to the account of the responsible party and if an Owner, then as a Special Member Assessment under the Declaration. All the trees in the Common Areas are the responsibility of the Association to maintain at the sole discretion of the Association. Landscaping and trees installed on a residential Lot shall be from an approved list provided in the Design Guidelines of the Subordinate Declaration prepared for that sub-division.
- 2.1 Fencing shall comply with the fencing regulations set forth in any Subordinate Declaration or the Master Declaration. 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 any fencing found to be in disrepair, missing panels or sections, broken pickets, fading or peeling paint or stain, or any other disrepair which at the sole discretion of the Master Association, requires maintenance, repair, or replacement after thirty (30) days' notice is delivered and charge the costs thereof to the account of the responsible party and if an Owner, then as a Special Member Assessment under the Declaration.
- 3.1 Exterior materials used on a building, whether commercial or residential shall require the prior written approval of the Master Association's Architectural Control Committee. All material requirements for residential units of any kind shall be required to adhere to the design guidelines and construction rules and regulations set forth in the Subordinate Declaration governing that particular phase or residential type. Commercial Owners shall be required to obtain the approval of the Master Association with regard to architectural materials and standards.
- 4.1 All commercial and residential structures as well as any modification to exterior or Lot must comply with this Master Declaration and any Subordinate Declaration in effect. The Master Association may have certain veto or enforcement rights it may enforce against any Owner at any time and from time to time as deemed necessary or appropriate by the Declarant, Board of Directors, or the Architectural Control Committee.

The Design Guidelines of the Master Association may be supplemented, amended, or rescinded at any time and from time to time at the sole discretion of the Declarant or the Architectural Review Committee. Any such revision may be accomplished by a dedicatory instrument filed separate and apart from this Declaration. Any revision shall be posted to the Association's website, any Sub-Association websites, if available, and shall be mailed to all Lot Owners within SOHO Square.

EXHIBIT D

MASTER DECLARATION FOR SOHO SQUARE CITY OF DALLAS, DALLAS COUNTY, TEXAS

DECLARANTS REPRESENTATIONS AND RESERVATIONS

Declarant's Representations and Reservations set forth in Exhibit D hereto shall supersede all other Articles and Sections of this Declaration, any Rule and Regulation, and the Bylaws notwithstanding, in the event of any conflict between this Declaration, Rules and Regulations, the Bylaws, and Exhibit D, the greater standard which serves to reinforce, restore, and/or uphold the Declarant's rights shall prevail as long as Declarant owns any property within the Association.

D.1. GENERAL PROVISIONS.

D.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.

D.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 City 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.

D.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 notwithstanding, certain rights and protections for the Declarant and Builders is deemed reasonable and necessary to ensure a complete and orderly buildout.

D.1.4. Definitions. As used in this Exhibit and elsewhere in the Documents, the following words and phrases, when capitalized, have the following specified meanings:

"Builder" means a person or entity which purchases, or contracts to purchase, a Lot from Declarant or from a Builder for the purpose of constructing a Residence for resale or under contract to an Owner other than Declarant. 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) means the period of time commencing on the date of this Declaration and continuing through and including the earlier of (i) the date on which Declarant no longer owns any portion of the Property, or (ii) the date which is fifteen (15) years after recordation of this Declaration in the Official Public Records of Dallas County, Texas, or (iii) the date of recording in the Official Public Records of Dallas County, Texas, of a notice signed by the Declarant terminating the Development Period.

D.1.5. **Builders.** Declarant, through its affiliates, intends to construct dwellings 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 an approved product to be sold and occupied.

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

D.2.1. **Officers & Directors.** During the Declarant Control Period, the Board may consist of three (3) persons only. **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 of whom 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.

D.2.2. **Weighted Votes.** During the Declarant Control Period, the vote appurtenant to each Lot owned by Declarant is ten (10) votes for each attached Dwelling Lot and/or Detached Dwelling Lot owned by it and fifty (50) votes per acre within any other Lot owned by it. On termination of the Declarant Control Period and thereafter, the vote appurtenant to Declarant's Lots is weighted uniformly with all other votes.

D.2.3. **Budget Funding.** During the Declarant Control Period only, Declarant may, in its sole discretion, provide amounts in excess of the funds raised by the regular assessments in order to maintain the Common Properties within reasonable standards excluding non-recurring expenses and any reserve account or contributions which the Declarant shall have no obligation to fund. Any such advances made by Declarant during the Declarant Period shall be a debt of the Association to the advancing party. Notwithstanding the foregoing, Declarant, in its sole discretion, may cause the Association to borrow any deficiency amount from a lending institution

at the then prevailing rate for such a loan. **Declarant is not responsible for funding the Reserve Fund and may, at its sole discretion, require the Association to use Reserve Funds when available to pay operating expenses prior to the Declarant funding any deficiency.**

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

D.2.5. Builder Obligations. During the Declarant Control Period only, Declarant has the right but not the duty (1) to reduce or waive the Assessment obligation of a Builder, and (2) to exempt a Builder from any or all liabilities for transfer-related fees charged by the Association or its manager, provided the agreement is in writing. Absent such an exemption, any Builder who owns a Lot is liable for seventy-five percent of the then current Assessment rate for the Villas, Townhomes, or Bungalows.

D.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.

D.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.

D.2.8. Budget Control. During the Declarant Control Period, the Declarant approves the budget and controls the right to amend said budget without consent of joinder of the Members in order to establish and produce a budget commensurate with the Association's expenses, needs and expectations during the build out period. **Owners' shall have no right of veto regarding Budget, Amendments, Assessment increases or Special Assessments during the Declarant Control Period.**

D.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, three 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 thirty (30) days before the meeting. For the organizational meeting, Owners of ten percent (20%) of the Lots constitute a quorum for election purposes. The directors elected at the organizational meeting will serve staggered terms with the candidates obtaining the highest number of votes serving the longer term and the remaining candidates serving the shorter term as follows: Three-person Board one (1) Member shall serve a three-year term, one (1) Member shall serve a two-year term, and one (1) Member shall serve a one-year term. At the first annual meeting to be held by the Members after Declarant Control ends the Board shall have the right, but not the obligation, to increase from a three to a five-person Board. The Board shall upon majority vote have the right to increase the Board; five being the maximum number of Directors allowed. A five-person Board: Two (2) Members shall serve a three-year term, two (2) Members shall serve a two-year term, and one (1) Member shall serve a one-year term.

At this transition meeting, the Declarant will transfer control of all utilities, if applicable, related to the Common Areas provide information to the Association, if not already done so, relating to the total costs to date related to the operation and maintenance of the Common Areas and Areas of Common Responsibility.

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

D.3.1. 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. With Declarant's prior written approval, a Builder may use a sales office or model in the Property to market homes, Lots, or other products located outside the Property.

D.3.3. Architectural Control. **During the Development Period, Declarant has the absolute right to serve as the Architectural Reviewer pursuant to the Declaration.** Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights as Architectural Reviewer under the Declaration and this Exhibit to (1) a committee comprised of architects, engineers, or other persons who may or may not be Members of the Association chosen by the Declarant. Any such delegation is at all times subject to the unilateral rights of Declarant (1) 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, no committee appointed by the Association or Class A Member may involve itself with the approval of Builders new construction plans and/or construction of new Residences and related improvements on vacant Lots at any time, including, but not limited to, periods of time after the Declarant Control Period ends so long as even one (1) lot remains to sell upon which a dwelling for the purpose of sell is planned. Review and approval of all new construction plans and related improvements shall be performed by the Declarant or its designated committee.**

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

To create Lots, easements, and Common Areas within the Property.

To modify the designation of the Area of Common Responsibility.

To subdivide, combine, or reconfigure Lots.

To convert Lots into Common Areas and Common Areas back to Lots.

To modify the construction and use restrictions of this Declaration.

To merge the Association with another property owner's association.

To comply with the requirements of an underwriting lender.

To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.

To enable any reputable title insurance company to issue title insurance coverage on the Lots.

To enable an institutional or governmental lender to make or purchase mortgage loans on the Lots.

To change the name or entity of Declarant.

To change the name of the addition in which the Property is located.

To change the name of the Association.

For any other purpose, provided the amendment has no material adverse effect on any right of any Owner.

D.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.

D.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.

D.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 Residences, 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.

D.3.8. Offices. During the Development Period, Declarant reserves for itself the right to use Residences owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property and/or Declarant's developments or other products located outside the Property. Also, Declarant reserves for itself the easement and right to make structural changes and alterations on and to Lots and/or Townhome Residences used by Declarant as models, storage areas, and offices, as may be necessary to adapt them to the uses permitted herein.

D.3.9. Access. During the Development Period, Declarant has an easement and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing the Property and the Property Subject to Annexation (as hereinafter defined), and for discharging Declarant's obligations under this Declaration.

Declarant also has the right to provide a reasonable means of access for the home buying public through any existing or future gate that restricts vehicular access to the Property in connection with the active marketing of Lots and Residences by Declarant or Builders, including the right to require that the gate be kept open during certain hours and/or on certain days. This provision may not be construed as an obligation or intent to gate the Property.

D.3.10. Utility Easements. During the Development Period, Declarant may grant permits, licenses, and easements over, in, on, under, and through the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Property. Declarant reserves the right to make changes in and additions to the easements on any Lot, as shown on the Plat, to more efficiently or economically install utilities or other improvements. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, cable, internet service, and security. To exercise this right as to land that is not a Common Area or not owned by Declarant, Declarant must have the prior written consent of the Owner.

D.3.11. Assessments. For the duration of the Development Period, any Lot owned by Declarant is not subject to mandatory assessment by the Association until the date Declarant transfers title to an Owner other than Declarant. If Declarant owns a Lot on the expiration or termination of the Development Period, from that day forward Declarant is liable for Assessments on each Lot owned by Declarant in the same manner as any Owner.

D.3.12. Land Transfers. During the Development Period, any transfer of an interest in the Property to or from Declarant is not subject to any transfer-related provision in the Documents, including without limitation on an obligation for transfer or Resale Certificate fees, and the transfer-related provisions of this Declaration. The application of this provision includes without limitation Declarant's Lot take-downs, Declarant's sale of Lots to Builders, and Declarant's sale of Lots to homebuyers.

D.4. COMMON AREAS. Declarant will convey title to the Common Areas, including any and all facilities, structures, improvements and systems of the Common Areas owned by Declarant, to the Association by one or more deeds – with or without warranty at the end of the Declarant Control Period. Any initial Common Area improvements will be installed, constructed, or authorized by Declarant, the cost of which is not a Common Expense of the Association. At the time of conveyance to the Association, the Common Areas will be conveyed and the Association shall accept Common Areas, including any and all facilities, structures, improvements and systems of the Common Areas in an "as is" condition, free to encumbrance except for the property taxes

accruing for the year of conveyance the terms of this Declaration and matters reflected on the Plat. Declarant's conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners. The transfer of control of the Association at the end of the Declarant Control Period is not a transfer of Common Areas requiring inspection, evaluation, acceptance, or approval of Common Area improvements by the Owners. **Declarant is under no contractual or other obligation to provide amenities of any kind or type.**

D.5. WORKING CAPITAL FUND. Declarant may (but is not required to) establish a working capital fund for the Association by requiring purchasers of Lots to make a one-time contribution to this fund, subject to the following conditions:

a. Subject to the foregoing a Lot's contribution should be collected from the Owner at closing upon sale of Lot from Builder to Owner or Owner to Owner; Declarant acknowledges that this condition may create an inequity among the Owners, but deems it a necessary response to the diversification of marketing and closing Lot sales.

b. Contributions to the fund are not advance payments of Regular Assessments or Special Assessments and are not refundable to the contributor by the Association or by Declarant. This may not be construed to prevent a selling Owner from negotiating reimbursement of the contribution from a purchaser. Working Capital Funds may be used for any expense or need of the Association.

c. Declarant will transfer the balance of the working capital fund to the Association on or before termination of the Declarant Control Period, if applicable. Declarant may not use the fund to defray Declarant's personal expenses or construction costs however, Declarant may, if necessary, utilize funds for the Association's operating needs in the event of a deficit in the Association's operating budget.

D.6. SUCCESSOR DECLARANT. Declarant may designate one or more Successor Declarants' (herein so called) for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the Real Property Records of Dallas County, Texas. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section and may designate further Successor Declarants.

D.7. Declarant's Right to Annex Adjacent Property. Declarant hereby reserves for itself and its affiliates and/or any of their respective successors and assigns the right to annex any real property in the vicinity of the Property (the "Property Subject to Annexation") into the scheme of this Declaration as provided in this Declaration. Notwithstanding anything herein or otherwise to the contrary, Declarant and/or such affiliates, successors and/or assigns, subject to annexation of same into the real property, shall have the exclusive unilateral right, privilege and option (but never an obligation), from time to time, for as long as Declarant owns any portion of the Property or Property Subject to Annexation, to annex (a) all or any portion of the Property Subject to Annexation owned by Declarant, and (b) subject to the provisions of this Declaration and the jurisdiction of the Association, any additional property located adjacent to or in the immediate vicinity of the Property (collectively, the "Annexed Land"), by filing in the Official Public Records of Dallas County, Texas, a Supplemental Declaration expressly annexing any such Annexed Land.

Such Supplemental Declaration shall not require the vote of the Owners, the Members of the Association, or approval by the Board or other action of the Association or any other Person, subject to the prior annexation of such Annexed Land into the real property. Any such annexation shall be effective upon the filing of such Supplemental Declaration in the Official Public Records of Dallas County, Texas (with consent of Owner(s) of the Annexed Land, if not Declarant). Declarant shall also have the unilateral right to transfer to any successor Declarant, Declarant's right, privilege and option to annex Annexed Land, provided that such successor Declarant shall be the developer of at least a portion of the Annexed Land and shall be expressly designated by Declarant in writing to be the successor or assignee to all or any part of Declarant's rights hereunder.

D.7.1. Procedure for Annexation. Any such annexation shall be accomplished by the execution by Declarant, and the filing for record by Declarant (or the other Owner of the property being added or annexed, to the extent such other Owner has received a written assignment from Declarant of the right to annex hereunder) of a Supplemental Declaration which must set out and provide for the following:

- (i) A legally sufficient description of the Annexed Land being added or annexed, which Annexed Land must as a condition precedent to such annexation be included in the real property;
- (ii) That the Annexed Land is being annexed in accordance with and subject to the provisions of this Declaration, and that the Annexed Land being annexed shall be developed, held, used, sold and conveyed in accordance with, and subject to, the provisions of this Declaration as theretofore and thereafter amended; provided, however, that if any Lots or portions thereof being so annexed are to be treated differently than any of the other Lots (whether such difference is applicable to other Lots included therein or to the Lots now subject to this Declaration), the Supplemental Declaration should specify the details of such differential treatment and a general statement of the rationale and reasons for the difference in treatment, and if applicable, any other special or unique covenants, conditions, restrictions, easements or other requirements as may be applicable to all or any of the Lots or other portions of Annexed Land being annexed;
- (iii) That all of the provisions of this Declaration, as amended, shall apply to the Annexed Land being added or annexed with the same force and effect as if said Annexed Land were originally included in this Declaration as part of the Initial Property, with the total number of Lots increased accordingly;
- (iv) That an Assessment Lien is therein created and reserved in favor of the Association to secure collection of the Assessments as provided in this Declaration, and as provided for, authorized or contemplated in the Supplemental Declaration, and setting forth the first year Maintenance Assessments and the amount of any other then applicable Assessments (if any) for the Lots within the Annexed Land being made subject to this Declaration; and
- (v) Such other provisions as the Declarant therein shall deem appropriate.

D.7.2. Amendment. The provisions of this D.7. or its sub-sections may not be amended without the express written consent of Declarant (and Declarant's successors and assigns in accordance with the terms hereof). Declarant may amend this Exhibit C at any time and from time to time as deemed necessary.

D.7.3. No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any Member to annex any property to this Declaration and no Owner of the property excluded from this Declaration shall have any right to have such property annexed thereto.

D.7.4. Effect of Annexation on Class B Membership. In determining the number of Lots owned by the Declarant for the purpose of Class B Membership status the total number of Lots covered by this Declaration and located in such Declarant's portion of the Property, including all Lots acquired by the Declarant and annexed thereto, shall be considered. If Class B Membership has previously lapsed but annexation of additional property restores the ratio of Lots owned by the Declarant to the number required by Class B Membership, such Class B Membership shall be reinstated until it expires pursuant to the terms of the Declaration.

[End of Exhibit D]

EXHIBIT E
CONSENT OF DIRECTORS IN LIEU OF
ORGANIZATIONAL MEETING
OF
SOHO SQUARE MASTER PROPERTY OWNERS ASSOCIATION, INC.

The undersigned, being all of the members of the Board of Directors of SOHO Square Master Property Owners Association, Inc., a Texas non-profit corporation (hereinafter referred to as the "Association"), do hereby consent, pursuant to the Texas Business Organization Code, to the adoption of the following resolutions:

1. DIRECTORS

RESOLVED, that each of the undersigned, being all of the directors of the Association, as named in its Certificate of Formation filed with the Secretary of State of the State of Texas on November 29, 2016, as amended by that certain Certificate of Amended does hereby accept appointment to such office and does hereby agree to serve as a director of the Association until the first annual meeting of the members and until said director's successor or successors have been duly elected and qualified or until his or her earlier death, resignation, retirement, disqualification or removal from office.

2. BYLAWS

RESOLVED, that the form of bylaws attached hereto as Exhibit A, are approved and adopted as the Bylaws of the Association, and the Secretary of the Association is instructed to insert the original thereof in the minute book of the Association.

3. OFFICERS

RESOLVED, that each of the following-named persons be and they hereby are elected as officers of the Association for the office or offices set forth below opposite his or her name, and to hold any such office to which elected until the first annual meeting of the Board of Directors of the Association and until his or her successor should be chosen and qualified in his or her stead, or until his or her earlier death, resignation, retirement, disqualification or removal from office:

Armin Afzalipour	-	President
Arash Afzalipour	-	Executive Vice President/Treasurer
J.J. Singh	-	Vice President/Secretary

4. REGISTERED OFFICE; REGISTERED AGENT

RESOLVED, that the registered office of the Association be established and maintained at c/o Essex Association Management, LP, 1512 Crescent Drive,

Suite 112, Carrollton, Texas 75006 and that Ron Corcoran is hereby appointed as registered agent of the corporation in said office.

5. BOOKS AND RECORDS

RESOLVED, that the Secretary of the Association be and hereby is authorized and directed to procure all necessary books and records of the Association.

6. ORGANIZATIONAL EXPENSES

RESOLVED, that the President of the Association or other officer be and hereby is authorized and directed to pay all fees, expenses and costs incident to or necessary for the incorporation and organization of the Association and to reimburse any person who may have paid any of such fees, expenses and costs.

7. CORPORATE SEAL

RESOLVED, that a corporate seal is not adopted at this time and that no impression of a corporate seal is required on any Association document.


8. DEPOSITORY RESOLUTIONS

RESOLVED, that an account shall be established in the name of the Association with a financial institution to be determined by the Board (the "Bank"), under the rules and regulations as prescribed by said Bank wherein may be deposited any of the funds of this Association, whether represented by cash, checks, notes or other evidences of debt, and from which deposit withdrawals are hereby authorized in the name of the Association by any one of the following persons:


Armin Afzalipour, President
Arash Afzalipour, Secretary
J.J. Singh, Treasurer
Ron Corcoran, Essex Association Management, LP

BE IT FURTHER RESOLVED, that the Bank is hereby authorized to honor any and all withdrawal items against the Association's funds, although payable to the officer or agent signing or countersigning the same and whether presented for encashment or for credit to the personal account of such officer or agent or any other person, and said Bank need make no inquiry concerning such items and/or the disposition of the money, items, or credit given therefor.

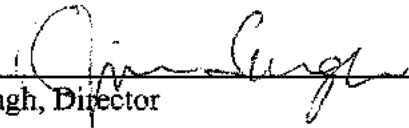
IN WITNESS WHEREOF, the undersigned have executed this instrument to be effective as of the recording of the Declaration.



Armin Afzalipour, Director



Arash Afzalipour, Director



J.J. Singh, Director

EXHIBIT A

Bylaws

[See Attached]

**BYLAWS
OF
SOHO SQUARE PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I
INTRODUCTION**

The name of the corporation is SOHO Square Property Owners Association, Inc., a Texas non-profit corporation, hereinafter referred to as the "Association". The principal office of the Association shall be located in Dallas County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas, as may be designated by the Board of Directors.

The Association is organized to be a nonprofit corporation.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in that certain Master Declaration of Covenants, Conditions and Restrictions for SOHO Square Development recorded or to be recorded in in the Official Public Records of Dallas County, Texas, including the number, qualification, appointment, removal, and replacement of Directors.

**ARTICLE II
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

Section 2.1. Assessment. "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

Section 2.2. Association. "Association" shall mean and refer to SOHO Square Property Owners Association, Inc., a Texas non-profit corporation.

Section 2.3. Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now are hereafter owned or held by the Association.

Section 2.4. Association Restrictions. "Association Restrictions" shall mean the Master Declaration of Covenants, Conditions and Restrictions for SOHO Square Development, as the same may be amended from time to time, together with the Certificate, Bylaws, and Association Rules from time to time in effect.

Section 2.5. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.

Section 2.6. Board. "Board" shall mean the Board of Directors of the Association.

Section 2.7. Bylaws. "Bylaws" shall mean these Bylaws of the Association which may be adopted by the Board and as the same may be amended from time to time.

Section 2.8. Certificate. "Certificate" shall mean the Certificate of Formation of SOHO Square Property Owners Association, Inc., a Texas non-profit corporation, filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

Section 2.9. Declarant. "Declarant" shall mean Megatel Trinity Meadows, LLC, a Texas limited liability company, and its duly authorized representatives or their successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

Section 2.10. Declaration. "Declaration" shall mean the "Master Declaration of Covenants, Conditions and Restrictions for SOHO Square Development", recorded or to be recorded in the Official Public Records of Dallas County, Texas, as the same may be amended from time to time.

Section 2.11. Development. "Development" shall mean and refer to the property subject to the terms and provisions of the Declaration.

Section 2.12. Manager. "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

Section 2.13. Member. "Member" or "Members" shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration.

Section 2.14. Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.15. Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.16. Owner. "Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

ARTICLE III MEETING OF MEMBERS

Section 3.1. Annual Meetings. The first annual meeting of the Members shall be held on such date as selected by the Board of Directors which is on or before the date on which the Development Period expires pursuant to the terms of the Declaration, and each subsequent regular annual meeting of the Members shall be held on a date and location to be chosen by the Board of Directors. If the day for the annual meeting of the Members is a Saturday, Sunday, or

legal holiday, the meeting will be held on the first day following which is not a Saturday, Sunday, or legal holiday.

Section 3.2. Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority vote of the Board of Directors, or upon written request of the Members (or any Sub-Association Representative) representing at least fifty-one percent (51%) of the votes of all Members of the Association.

Section 3.3. Place of Meetings. Meetings of the Association may be held at the Development or at a suitable place convenient to the Members and Sub-Association Representative(s), as determined by the Board.

Section 3.4. Notice of Meetings. At the direction of the Board, written notice of meetings of the Association will be given to the Sub-Association Representative or its Board of Directors for any Members in a Sub-Association, or otherwise directly to Members at least ten (10) days but not more than sixty (60) days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

Section 3.5. Voting Member List. The Board will prepare and make available a list of the Association's voting Members (including those Members represented by any Sub-Association Representative or Board of Directors) in accordance with the Texas Business Organization Code and any other applicable legal requirements.

Section 3.6. Quorum. The presence at the meeting of Members and any Sub-Association Representative representing Members, entitled to cast, or of proxies entitled to cast, ten percent (10%) of the total votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Certificate, the Declaration, or these Bylaws. If, however, such quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 3.7. Proxies. Votes may be cast in person or by written proxy. Each Sub-Association Representative is hereby granted a proxy to vote on behalf of all Members who are members of the Sub-Association appointing such Sub-Association Representative at each meeting of Members of the Association, and a Sub-Association Representative may cast its votes on behalf of Members he or she is representing in person or by proxy. To be valid, each proxy must: (i) be signed and dated by the Member or the Sub-Association Representative or his/her attorney-in-fact; (ii) identify the Lots or portion of the Property to which the votes of the Member or Sub-Association Representative, as applicable, are appurtenant; (iii) name the person or title (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it

terminates eleven (11) months after the date of its execution. Other than the proxy hereby given to the Sub-Association Representative by Members who are members of the Sub-Association that appointed such Sub-Association Representative pursuant to these bylaws, perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting Member or Sub-Association Representative, as applicable, must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax. However, a proxy received by fax may not be counted to make or break a tie-vote unless: (a) the proxy has been acknowledged or sworn to by the Member or Sub-Association Representative, as applicable, before and certified by an officer authorized to take acknowledgments and oaths; or (b) the Association also receives the original proxy within five (5) days after the vote.

Section 3.8. Conduct of Meetings. The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. Votes should be tallied by tellers appointed by the person presiding over the meeting.

Section 3.9. Order of Business. Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports of Officers (if any)
- Election of Directors (when required)
- Unfinished or old business
- New business

Section 3.10. Adjournment of Meeting. At any meeting of the Association, the presence of any Members and Sub-Association Representatives collectively representing a majority of the Members, either in person or by proxy, may adjourn the meeting to another time and place.

Section 3.11. Action without Meeting. Subject to Board approval, any action which may be taken by a vote of the Members and any Sub-Association Representative (on behalf of Members it represents) at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members and Sub-Association Representatives to vote by any method allowed by the Texas Business Organization Code, which may include hand delivery, United States Mail, facsimile, e-mail, or any combination of these. Written consents by Member and Sub-Association Representative representing collectively at least a majority of

votes of Members in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting and does not apply to the election of Directors.

Section 3.12. Telephone Meetings. Members and Sub-Association Representatives for the Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 3.13 Sub-Association Representative. The Sub-Association Representative for each portion of the Property affected by a Sub-Declaration shall be elected or appointed, as the case may be, by the majority of the Owners of Lots within such portion of the Property affected by such Sub-Declaration, in accordance with the terms of any Subassociation documents governing the portion of the Property affected by such Sub-Declaration or by written consent or vote of a majority of the owners of Lots within the portion of the Property affected by such Sub-Declaration (which each Owner having an equal vote regardless of the assessed value or square footage of the Lot owned by it). The Sub-Association Representative once elected or appointed by the applicable Owners shall serve until such time as a new Sub-Association Representative is appointed by the Owners of portion of the Property affected by such Sub-Declaration.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate. The initial Directors shall serve until their successors are elected and qualified. All directors shall be appointed by Declarant until the Development Period under the terms of the Declaration expires. Upon expiration of the Development Period, the number of Directors serving on the Board shall increase to five (5) and (i) at least one (1) director on the Board shall be elected by a majority vote of the Members owning, or the Sub-Associations (if formed) applicable to, Residential Lots (the "**Residential Director**"), (ii) at least one (1) director on the Board shall be elected by a majority vote of the Members owning, or the Sub-Associations (if formed) applicable to, the Commercial Lots (the "**Commercial Director**"), and (iii) at least three (3) directors on the Board shall be elected by a vote of all of the Members of the Association (the "**At Large Directors**"), with the person with the highest percentage of Member votes holding the first At Large Director seat, the person holding the next highest percentage of Member votes holding the second At Large Director seat, and the person with the third highest percentage of Member votes holding the third At Large Director seat. If the Members owning Residential Lots fail to elect a Residential Director, the President of the Sub-Association for the largest number of Residential Lots shall serve as and be deemed to be the Residential Director for the Association.

(c) Each Director, other than Directors appointed by Declarant, shall be a Member and Owner, or in the case of corporate or partnership ownership of any Lot, a duly authorized agent or representative of the corporate or partnership Owner.

Section 4.2. Compensation. The Directors shall serve without compensation for such service.

Section 4.3. Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection in a writing addressed to the Board of Directors.

Section 4.4. Removal of Directors for Cause. If a Director breaches such Director's duties hereunder or violates the terms of the Declaration, the Certificate, the Association Rules or these Bylaws, such Director may be removed by Declarant unless Declarant no longer has the right to appoint and remove Directors in accordance with Section 4.1 of these Bylaws, and then by a majority vote of the remaining Directors after Declarant's right to appoint and remove Directors has expired. No Director shall have any voting rights nor may such Director participate in any meeting of the Board of Directors at any time that such Director is delinquent in the payment of any Assessments or other charges owed to the Association. Any Director that is ninety (90) days delinquent in the payment of Assessments or other charges more than three (3) consecutive times shall be removed as a Director.

Section 4.5. Vacancies on Board of Directors. At such time as Declarant's right to appoint and remove Directors has expired or been terminated, if the office of any elected Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws.

Section 4.6. Removal of Directors by Members. Subject to the right of Declarant to nominate and appoint Directors as set forth in Section 4.1 of these Bylaws, an elected Director may be removed, with or without cause, by a majority vote of the Members at any special meeting of the Members of which notice has been properly given as provided in these Bylaws; provided the same notice of this special meeting has also been given to the entire Board of Directors, including the individual Director whose removal is to be considered at such special meeting.

Section 4.7. Consent in Writing. Any action by the Board of Directors, including any action involving a vote on a fine, damage assessment, appeal from a denial or architectural control approval, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue, may be taken without a meeting if all of the Directors shall unanimously consent in writing to the action. Such written consent shall be filed in the Minute Book. Any action taken by such written consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE V MEETINGS OF DIRECTORS

Section 5.1. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 5.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.4. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 5.6. Action without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1. Powers. The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Declaration:

(a) adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a Member and right of a Member to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules by such Member exists;

(c) exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Association Restrictions, including, without limitation, those set forth in Article 3 of the Declaration;

(d) to enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Property;

(e) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(f) employ such employees as they deem necessary, and to prescribe their duties;

(g) as more fully provided in the Declaration, to:

(1) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration; and

(2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(i) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(j) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(k) exercise such other and further powers or duties as provided in the Declaration or by law.

Section 6.2. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members and Sub-Association Representatives at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members and Sub-Association Representatives representing Members who are entitled to cast collectively fifty-one percent (51%) of all outstanding votes;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed; and

(c) perform all duties of the Association or the Board set forth in the Declaration, including, without limitation under Article 3 thereof.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Offices. The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 7.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner or shall be removed or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

Section 7.8. Duties. The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice President.** The Vice President or Vice Presidents (including, without limitation, Executive Vice Presidents and Senior Vice Presidents), if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

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

(d) **Assistant Secretaries.** Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

**ARTICLE VIII
OTHER COMMITTEES OF THE BOARD OF DIRECTORS**

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

**ARTICLE IX
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association Restrictions shall be

available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration.

ARTICLE XI CORPORATE SEAL

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

ARTICLE XII DECLARANT PROVISIONS

Section 12.1. Conflict. The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

Section 12.2. Board of Directors. As provided in the Declaration, Declarant is entitled to appoint and remove all members of the Board of Directors until expiration of the Development Period (as defined in the Declaration). Until Declarant's right to appoint all members of the Board of Directors terminates, the Directors appointed by Declarant need not be Owners or residents and may not be removed by the Owners. In addition, Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

ARTICLE XIII AMENDMENTS

Section 13.1. These Bylaws may be amended, (i) on or before the date on which the Development Period expires, by a majority vote or written consent of a majority of the Directors on the Board of Directors of the Association, and approval of Declarant, and thereafter (ii) at a regular or special meeting of the Directors, by a majority vote of the Directors taken at a meeting of the Directors at which quorum is present or majority written consent of all Directors.

Section 13.2. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIV
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

THE ASSOCIATION SHALL INDEMNIFY EVERY DIRECTOR, SUB-ASSOCIATION REPRESENTATIVE AND OFFICER OF THE ASSOCIATION AGAINST, AND REIMBURSE AND ADVANCE TO EVERY DIRECTOR, SUB-ASSOCIATION REPRESENTATIVE AND OFFICER FOR, ALL LIABILITIES, COSTS AND EXPENSES' INCURRED IN CONNECTION WITH SUCH DIRECTORSHIP, REPRESENTATION OR OFFICE AND ANY ACTIONS TAKEN OR OMITTED IN SUCH CAPACITY TO THE GREATEST EXTENT PERMITTED UNDER THE TEXAS BUSINESS ORGANIZATION CODE AND ALL OTHER APPLICABLE LAWS AT THE TIME OF SUCH INDEMNIFICATION, REIMBURSEMENT OR ADVANCE PAYMENT; PROVIDED, HOWEVER, NO DIRECTOR, SUB-ASSOCIATION REPRESENTATIVE OR OFFICER SHALL BE INDEMNIFIED FOR: (A) A BREACH OF DUTY OF LOYALTY TO THE ASSOCIATION OR ITS MEMBERS; (B) AN ACT OR OMISSION NOT IN GOOD FAITH OR THAT INVOLVES INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE LAW; (C) A TRANSACTION FROM WHICH SUCH DIRECTOR, SUB-ASSOCIATION REPRESENTATIVE OR OFFICER RECEIVED AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF DIRECTORSHIP, REPRESENTATION OR OFFICE; OR (D) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF SUCH DIRECTOR, SUB-ASSOCIATION REPRESENTATIVE OR OFFICER IS EXPRESSLY PROVIDED FOR BY STATUTE.

**ARTICLE XV
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

[signature page to follow]

I, the undersigned, being the Secretary of SOHO Square Property Owners Association, Inc., do hereby certify that the foregoing are the Bylaws of said non-profit corporation, as adopted by the Association's Board of Directors pursuant to a Unanimous Consent of Directors in Lieu of Organizational Meeting of the Corporation dated to be effective as of July 25, 2018.



Printed Name: J.J. Singh

Title: Secretary

Exhibit A

to the Bylaws

for

SOHO Square Property Owners Association, Inc.

Records Copying, Production, and Retention Policy

EXHIBIT A TO THE BYLAWS

SOHO SQUARE PROPERTY OWNERS ASSOCIATION, INC.

Records Production, Copying, and Retention Policy

WHEREAS, the Board of Directors (the "Board") of Soho Square Property Owners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish Records Production and Copying Policy for the Association. The Board of Directors may supplement, amend, or modify this policy at any time and from time to time by Resolution of the Board; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Owner access to Association documents and records ("Records"); and

WHEREAS, the Board intends to file these guidelines with the Bylaws of the Association in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Records Production and Copying are established by the Board:

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - i. format: electronic files, compact disk or paper copies
 - ii. delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. the requested Records, if copies were requested and any required advance payment had been made; or
 - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
 - c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - e. a written notice that the requested Records cannot be produced within ten (10) business

EXHIBIT A TO THE BYLAWS

days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.

4. The following Association Records are not available for inspection by owners or their proxies:
 - a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below: (Please go to the Attorney General web-site for current charges) <https://texasattorneygeneral.gov/og/charges-for-public-information>
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy

EXHIBIT A TO THE BYLAWS

will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

RECORDS RETENTION

- 1. Policy.** This Policy represents the Association's policy regarding the retention and disposal of records and the retention and disposal of electronic documents.
- 2. Administration.** The Record Retention Schedule herein is approved as the initial maintenance, retention and disposal schedule for physical records of the Association and the retention and disposal of electronic documents. The Board or Secretary of the Association ("Administrator") is the officer in charge of the administration of this Policy and the implementation of processes and procedures to ensure that the Record Retention Schedule is followed. The Administrator is also authorized to: make modifications to the Record Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for the Corporation; monitor local, state and federal laws affecting record retention; annually review the record retention and disposal program; and monitor compliance with this Policy.
- 3. Suspension of Record Disposal In Event of Litigation or Claims.** In the event the Association is served with any subpoena or request for documents or any employee becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, such employee shall inform the Administrator and any further disposal of documents shall be suspended until such time as the Administrator, with the advice of counsel, determines otherwise. The Administrator will take such steps as is necessary to promptly inform all staff of any suspension in the further disposal of documents.
- 4. Applicability.** This Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to the electronic documents described above.

(Record Retention Schedule begins on next page)

EXHIBIT A TO THE BYLAWS

Record Retention Schedule

The Record Retention Schedule is organized as follows:

SECTION TOPIC

- A. Accounting and Finance
- B. Contracts
- C. Corporate Records
- D. Electronic Documents
- E. Payroll Documents
- F. Personnel Records
- G. Property Records
- H. Tax Records

The following are the Association's retention periods. These apply to both physical and electronic documents. If no physical copy of an electronic document is retained, the means to 'read' the electronic document must also be retained. If a record does not fall within the following categories, Board approval must be obtained to dispose of such record.

A. ACCOUNTING AND FINANCE

Record Type

Accounts Payable & Accounts Receivable ledgers and schedules

Annual Audit Reports and Financial Statements

Annual Audit Records, including work papers and other documents that relate to the audit

Bank Statements and Canceled Checks

Employee Expense Reports

General Ledgers

Notes Receivable ledgers and schedules

Investment Records

Retention

Period 7 years

Permanent

7 years after completion of audit

7

years

7

years

Permanent

EXHIBIT A TO THE BYLAWS

B. CONTRACTS

<u>Record Type</u>	<u>Retention Period</u>
Contracts and Related Correspondence (including any proposal that resulted in the contract and all other supportive documentation)	4 years after expiration or termination

C. ASSOCIATION RECORDS

<u>Record Type</u>	<u>Retention Period</u>
Corporate Records (unless otherwise specifically addressed in this Policy - Governing Documents, Dedicatory Instruments, minute books, signed minutes of the Board and all committees, corporate seals, annual corporate reports)	Permanent
Licenses and Permits	Permanent
Account records of current owners	5 years

D. ELECTRONIC DOCUMENTS

- 1. Electronic Mail:** Not all email needs to be retained, depending on the subject matter.
 - All e-mail—from internal or external sources—is to be deleted after 12 months.
 - Staff will strive to keep all but an insignificant minority of their e-mail related to business issues.
 - The Corporation will archive e-mail for six months after the staff has deleted it, after which time the e-mail will be permanently deleted.
 - The Corporation's business-related email should be downloaded to a service center or user directory on the server, when determined by the Board.
 - Staff will not store or transfer the Corporation's related e-mail on non-work-related computers except as necessary or appropriate for the Corporation's purposes.
 - Staff will take care not to send confidential/proprietary information to outside sources.
- 2. Electronic Documents:** Retention depends on the subject matter and follows D.1 above
- 3. Web Page Files: Internet Cookies**
 - All workstations: Internet Explorer should be scheduled to delete Internet cookies once per month.

EXHIBIT A TO THE BYLAWS

E. PAYROLL DOCUMENTS

<u>Record Type</u>	<u>Retention Period</u>
Employee Deduction Authorizations	4 years after termination
Payroll Deductions	Termination + 7 years
W-2 and W-4 Forms	Termination + 7 years
Garnishments, Assignments, Attachments	Termination + 7 years
Payroll Registers (gross and net)	7 years
Time Cards/Sheets	2 years
Unclaimed Wage Records	6 years

F. PERSONNEL RECORDS

<u>Record Type</u> <u>Period</u>	<u>Retention</u>
EEO- I/EEO-2 - Employer Information Reports	2 years after superseded or filing (whichever is longer)
Employee Earnings Records	Separation + 7 years
Employee Handbooks	1 copy kept permanently
Employee Personnel Records (including individual attendance records, application forms, job or status change records, performance evaluations, termination papers, withholding information, garnishments, test results, training and qualification records)	6 years after separation
Employment Contracts — Individual	7 years after separation
Employment Records - Correspondence with Employment Agencies and Advertisements for Job Openings	3 years from date of hiring
Employment Records - All Non-Hired Applicants (including all applications and resumes - whether solicited or unsolicited, results of post-offer, pre-employment physicals, results of background investigations, if any, related correspondence)	2-4 years (4 years if file contains any correspondence which might be construed as an offer)
Job Descriptions	
Record Retention Policy	3 years after

<u>Record Type</u>		<u>Retention Period</u>
Personnel Count Records		3 years
Forms 1-9	PROPERTY RECORDS	3 years after hiring, or 1 year after separation if later

<u>Record Type</u>	<u>Retention Period</u>
Correspondence, Property Deeds, Assessments, Licenses, Rights of Way	Permanent
Property Insurance Policies	Permanent

H. TAX RECORDS

<u>Record Type</u>	<u>Retention Period</u>
Tax-Exemption Documents and Related Correspondence	Permanent
IRS Rulings	Permanent
Tax Bills, Receipts, Statements	7 years
Tax Returns - Income, Franchise, Property	Permanent
Tax Workpaper Packages - Originals	7 years
Annual Information Returns - Federal and State	Permanent
IRS or other Government Audit Records	Permanent
All other Tax Records	7 years

[certification and signature on next page]

Record Retention Policy

This is to certify that the foregoing Records Production, Copying, and Retention Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code, and supersedes any policy regarding records production which may have previously been in effect.

SOHO SQUARE PROPERTY OWNERS
ASSOCIATION, INC.

Name: Chris Sugie

Title: Secretary J.J. Smith

Date: 3/13/19

Exhibit B

to the Bylaws

for

SOHO Square Property Owners Association, Inc.

Payment Plan Policy

EXHIBIT B TO THE BYLAWS

SOHO SQUARE PROPERTY OWNERS ASSOCIATION, INC.

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the "Board") of Soho Square Property Owners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association. This policy may be supplemented, amended, or modified by Resolution of the Board; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

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

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

- I. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
 - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the Association.
 - b. An Alternative Payment Schedule will not be made available in the following cases: (1) to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner's default of such previous Alternative Payment Schedule; (2) to owners who have failed to request an Alternative Payment Schedule prior to the 30-day deadline to cure the delinquency as set forth in the Association's letter sent pursuant to Tex. Prop. Code § 209.0064(b); and/or (3) to owners who have entered into an Alternative Payment Schedule within the previous 12 months. Notwithstanding the foregoing, the Board has discretion to allow any owner to enter into an Alternative Payment Schedule.
 - c. During the course of an Alternative Payment Schedule, additional monetary penalties shall not be charged against an owner so long as the owner timely performs all obligations under the Alternative Payment Schedule and does not default. However, the Association may charge reasonable costs for administering the Alternative Payment Schedule ("Administrative Costs") and, if interest is allowed under the Declaration, then interest will continue to accrue during the term of the Alternative Payment Schedule. The Association may provide an estimate of the amount of interest that will accrue during the term of the Alternative Payment Schedule.

Alternative Payments Schedule Policy

EXHIBIT B TO THE BYLAWS

- d. The total of all proposed payments in an Alternative Payment Schedule must equal the sum of the current delinquent balance, the estimated interest, and any Administrative Costs; and may include any assessments that will accrue during the term of the Payment Plan.
- e. All payments under an Alternative Payment Schedule shall be due and tendered to the Association by the dates specified in the Alternative Payment Schedule and shall be made by cashier's checks or money orders.
- f. The minimum term for an Alternative Payment Schedule is 3 months from the date of the owner's request for an Alternative Payment Schedule. The Association is not required to allow an Alternative Payment Schedule for any amount that extends more than 18 months from the date of the owner's request for an Alternative Payment Plan.
- g. Any owner may submit to the Board a request for an Alternative Payment Schedule that does not meet the foregoing guidelines, along with any other information he/she believes the Board should consider along with such request (e.g. evidence of financial hardship). The Board, in its sole discretion, may approve or disapprove such a request for a non-conforming Alternative Payment Schedule. An owner who is not eligible for an Alternative Payment Schedule may still request an Alternative Payment Schedule, and the Board, in its sole discretion, may accept or reject such a request.
- h. Default
 - 1. The following shall result in an immediate default of an Alternative Payment Schedule:
 - i. The owner's failure to timely tender and deliver any payment when due under the Alternative Payment Schedule;
 - ii. The owner's failure to tender any payment in the full amount and form (e.g., cashier's check or money order) as specified in the Alternative Payment Schedule; or
 - iii. The owner's failure to timely comply with any other requirement or obligation set forth in the Alternative Payment Plan.
 - 2. Any owner who defaults under an Alternative Payment Schedule shall remain in default until his/her entire account balance is brought current.
 - 3. The Association is not required to provide notice of any default.
 - 4. Owners are not entitled to any opportunity to cure a default.
 - 5. While an owner is in default under an Alternative Payment Schedule,

Alternative Payments Schedule Policy

EXHIBIT B TO THE BYLAWS

the owner's payments need not be applied to the owner's debt in the order of priority set forth in Tex. Prop. Code § 209.0063(a). But, in applying a payment made while the owner is in default, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

6. The failure by the Association to exercise any rights or options shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future.
 - i. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

SOHO SQUARE PROPERTY OWNERS
ASSOCIATION, INC.

Name: Qin Song
Title: Secretary
Date: 3/13/19

Alternative Payments Schedule Policy

Exhibit C

to the Bylaws

for

SOHO Square Property Owners Association, Inc.

Collections Policy

SOHO SQUARE PROPERTY OWNERS ASSOCIATION, INC.

POLICIES AND PROCEDURES FOR THE COLLECTION OF ASSESSMENTS AND OTHER CHARGES OF THE ASSOCIATION

The Board of Directors of SOHO Square Owners Association, Inc. (the "Association") has adopted the following policies and procedures for the collection of assessments and other charges of the Association. The policies and procedures detailed herein will be implemented on behalf of the Board of Directors or by its Managing Agent unless otherwise stated.

Obligation to Pay Assessments

Membership in the Property Owners Association is mandatory pursuant to the terms and conditions of the Declaration. A property owner is legally obligated to pay the Assessments to the Association even if the Association's facilities or amenities are not used by the property owner. The property owner may not withhold assessment payments even if the association is not providing maintenance or other services mandated by the Association's governing documents.

Due Dates

Pursuant to the Declaration, the annual assessment shall be paid annually on the first (1st) day of January of each year unless the Board determines a different schedule. The due date and delinquency date for a Special Assessment authorized per the Declaration shall be determined by the Board of Directors. Any installment of the Annual Assessment which is not paid in full by the thirtieth (30th) of the month is delinquent (the "Delinquency Date") and shall be assessed late fees and collection fees as provided below.

Invoices and Statements

The association may, but shall not be required to, invoice a property owner as a condition to an owner's obligation to pay assessment or other charges of the Association. As a matter of course, assessments are invoiced by statements. **Non-receipt of an invoice shall in no way relieve the property owner of the obligation to pay the amount due by the due date.** Property owners who do not receive their invoice are responsible for contacting the Management Company prior to the due date to request a replacement. Property owners are responsible for notifying the Management Company of their mailing address at the time of acquiring property ownership and any subsequent mailing address change. A Statement of Account reflecting the delinquent balance of a property owner's account is provided to all homeowners at least once. [1] The Statement of Account will include applicable late payment charges as detailed above. The Statement of Account is mailed by regular mail and is available on the Resident Portal of the Association's website, if applicable. Failure by the Association or its Managing Agent to provide a statement of account does not eliminate the owners' responsibility for payment of assessments when due.

Late Payment Charges

In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, late charges in the amount up to \$25.00 shall be assessed against the Owner's account each month and every month until the assessment is paid in full. Such late charge, as and when levied, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any late charges or any other charges in the future.

Collection Fees

In the event an account has not been paid in full following thirty (30) days from and after the due date established by the Board, the managing agent shall have the right to charge a monthly collection fee for each month an account

is delinquent. Additional fees for costs involving the processing of demand letters and notice of intent of attorney referral and other such additional collection efforts or actions taken shall apply and be in addition to the collection fee noted above. Other like notices requiring extra processing and handling which include but, are not limited to certified and/or return receipt mail processing shall also be billed back to the Owner's account for reimbursement to the Association or its managing agent. Collection fees and costs shall be added to the delinquent Owner's account.

Return Payment Charges

A non-negotiable fee equal to the amount of charge levied by the Bank to the Association will be assessed to the property owner for any payment processed that is not honored by a bank or financial institution for any reason including but not limited to insufficient funds notwithstanding, the minimum such charge shall be \$25.00. Such return payment charge shall be due and payable immediately upon demand. Any applicable late payment charges, which would have been assessed if the payment had not been made, may also be applied to the property owner's account. The payment of the outstanding account balance may be required to be paid with a money order or cashier's check. Personal checks will not be accepted to satisfy an outstanding account balance when an insufficient fund check makes up a portion of the balance.

Referral of Delinquent Accounts to Attorneys

The Association may, but shall not be required to, refer delinquent accounts to its attorney(s) for further collection action. The Association's attorney, at the direction of the Board of Directors and on behalf of the Association, may elect to pursue any available method of collection allowable under state law, which may include, but not be limited to, the filing of a lawsuit for foreclosure against the property owner.

Referral of Delinquent Accounts to Lien Services, Collection and/or Credit Reporting Agencies

The Association may but, shall not be required to refer delinquent accounts to lien services providers or collection agencies, ***including reporting delinquent accounts to any credit bureau or other agency providing credit histories to authorized entities, for further collection action.*** These service providers, at the direction of the Board of Directors and on behalf of the Association, may elect to pursue any available method of collection allowable under state law. All cost incurred by the Association for using the services of a Lien Service, Collection and/or Credit Reporting Agency are deemed costs of collection of the Association. Such costs of lien, collections and credit reporting, when incurred by the Association and added to an Owner's Account, are secured by the Assessment Lien described in Article 10 of the Declaration, and will be subject to recovery in the manner provided here in for assessments.

Delinquent Statements and Notices

Delinquency Notices

Each subsequent month the property owner's account remains delinquent, a series of delinquent account notices and / or demand for payment may be included with the Statement of Account, at the discretion of the Board or Managing Agent, if the property owner's account balance is greater than or equal to 30 days delinquent (based upon Due Date) and greater than or equal to 1 x Assessment Amount. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner to the Association or the Managing Agent.

Notice 1

A **similar notice** as shown below may be included with a property owner's Statement of Account and shall be sent once an owners' account has reached thirty (30) days past due or more. This notice shall be sent regular U.S. mail.

Delinquent Account Notice

THE ASSOCIATION IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Your account is delinquent. In accordance with the governing documents and policies adopted by the Association, delinquent accounts may be referred to an attorney for legal action, including filing a Notice of a Lien against your property. In addition to all applicable late fees and interest charges, you will be responsible for any collection fees and legal costs.

Please review your records and contact _____ if you believe there is a discrepancy. If you have already remitted a payment to bring your account current, please disregard this notice. If this information is correct, please remit a payment in the amount stated in the enclosed statement of account within ten (10) business days of the date of this notice. Additional fees may accrue subsequent to the date of this statement. Please remit your payment today to avoid further collection action.

Thank you for your cooperation in this matter.

Notice 2

A **similar notice** as shown below may be included with a property owner's Statement of Account when the balance meets the criteria stated above and after Notice 1 has been sent and the owner remains delinquent. This notice shall be sent certified and regular U.S. mail.

DELINQUENT ACCOUNT – SECOND NOTICE (30 Day Demand Letter)

THE ASSOCIATION IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Your account with the _____ is delinquent. Your balance, including assessments and late charges is reflected on the enclosed statement of account.

In accordance with the governing documents and policies adopted by _____ your account will be referred to the Association's attorney who will be authorized and instructed to file a Notice of Lien against your property. In addition to all applicable late fees and interest charges, you will be responsible for any collection fees and legal costs.

YOU ARE HEREBY NOTIFIED that failure to timely pay your Assessments is a violation of the Association's Declaration. To cure that violation, you must pay your account current within 30 days of the date of this statement.

Please review your records and contact _____ if you believe there is a discrepancy. If we do not hear from you we will assume that you agree with the amount owed as referenced on the enclosed statement.

Please remit a payment in the amount stated on the attached statement of account payable to _____. You may mail your payment _____ or you may pay online by visiting _____. Payment must be received within thirty (30) business days of the date of this notice to avoid further collection actions. If you would like to discuss payment options, please contact the billing department at Essex Association Management at the number provided above. Thank you for your cooperation in this matter.

Notice 3

A **similar notice** as shown below may be included on a property owner's Statement of Account when the balance meets the criteria stated above and the previous Statement of Accounts including Notice 1 and Notice 2 have not resulted in the full payment of assessments and fees due. This notice will be sent prior to referral to an attorney, lien service, or collection agency for further collection action and shall be sent certified, return receipt requested and regular U.S. mail.

Delinquent Account - Final Notice

THE ASSOCIATION IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Your account is delinquent and now pending referral to the Association's attorney in order to pursue further collection action.

Please review your records and contact _____ if you believe there is a discrepancy or if you would like to discuss payment options. If you have already remitted a payment to bring your account current, please disregard this notice. If this information is correct, please immediately remit a payment in the amount stated on the enclosed statement of account no later than ten (10) business days from the date of this notice. Your account may accrue additional amounts subsequent to the date of this statement.

Thank you for your cooperation in this matter.

Use of Regular Mail / Certified Mail

In the event the Association shall send a delinquency notice or demand notice to a property owner by regular mail, certified or certified, return receipt requested, the association will use the property address unless the owner has contacted the Association or its Managing Agent and has provided updated mailing address information. Once the notice(s) have been placed in a U.S. mail receptacle or given to a U.S. postal representative, the notice will be considered to have been duly delivered. It is the sole responsibility of the owner to provide and maintain up to date mailing address information with the Association and/or its Managing Agent.

Waivers

The Association may grant a waiver of any provision herein upon petition in writing by a property owner showing a personal hardship. Such relief granted a property owner shall be appropriately documented in the files with the person representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances. The Association reserves the right to consider each petition or make its determination regarding referral to an attorney or a third party collection service on a case by case basis. Costs owed to the Managing Agent for their efforts in the processing, handling and collections of an account cannot be waived by the Association without the consent of the Managing Agent.

Effective Date and Enforcement

The foregoing collection procedure has been adopted by the association and is effective as of the date of filing. Nothing specified in this document to adopt the policies and procedures contained herein, shall require the Association to take specific actions. The foregoing collection procedure is a directive by the Board of the Association to the Management Company and is intended to be a guide to collection of Assessments owed to the Association. The Board of the Association may at any time revise the foregoing collection procedure and may at any time direct the Management Company to proceed differently with collection of an individual account based on circumstances applicable to that account and advice and guidance from the Management Company or the Association's attorney. Failure by the Management Company or the Board of the Association to follow the foregoing collection procedure shall not in any way affect the property owner's obligation to pay all Assessments when due, along with all applicable late payment charges and costs of collection. To obtain any information regarding this collection procedure or to obtain the most up-to-date collection procedure, a property owner should contact the Management Company.

A Statement of Account and / or a delinquency notice will not be sent in cases whereby the Management Company has received notice of a property owner bankruptcy filed in the U.S. Bankruptcy Court, a Notice of Foreclosure on the owner's property or when an active payment plan is in place and being paid as agreed.

[1]The Management Company will continue to post assessments and applicable late payment penalties to the account. The attorney or lien service may, however, have other charges not reflected on the account or may have entered into payment arrangements not reflected on the account. The Management Company will adjust the account as instructed by the attorney or lien service as notified or at the time of closure.

This is to certify that the foregoing Collections Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code and supersedes any policy regarding records production which may have previously been in effect.

SOHO SQUARE PROPERTY OWNERS ASSOCIATION,
INC.

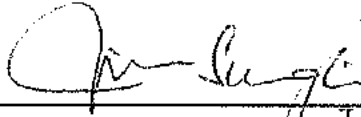
Name: 
Title: Secretary J.J. GNGH
Date: 3/13/19

Exhibit D

to the Bylaws

for

SOHO Square Property Owners Association, Inc.

SOHO SQUARE
PROPERTY OWNERS ASSOCIATION, INC.
BYLAWS

SOHO SQUARE PROPERTY OWNERS ASSOCIATION, INC.
EMAIL REGISTRATION POLICY

WHEREAS, the SOHO Square Property Owners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an E-mail Policy by which an owner may register his e-mail address to facilitate proper notice of annual and special meetings; and

WHEREAS, the Board wishes to adopt this E-mail Registration Policy in compliance with Section 209.0051(e) of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in Dallas County, Texas in the real property records of each county in which the subdivision is located; and

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

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for SOHO Square Property Owners Association, Inc. recorded or to be recorded in the Official Public Records of Dallas County, Texas, as the same may be amended from time to time.

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

Email Registration. Should the owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the community manager.

Failure to Register. An owner may not receive email notification or communication of annual or special meetings of members of the Association should the owner fail to register his/her email address with the Association and/or properly and timely maintain

an accurate email address with the Association. Correspondence to the Association and/or Association manager from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.

Amendment. The Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration by Resolution of the Board and without consent or joinder of the Members.

SOHO SQUARE HOMEOWNERS ASSOCIATION, INC.

Name: J. J. Singh
Title: Secretary J. J. SINGH
Date: 3/13/19

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
03/14/2019 10:24:55 AM
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JFW

