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MIDLINE
MASTER COVENANT
[RESIDENTIAL]

Harris County, Texas

NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS MASTER COVENANT UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, IN ACCORDANCE WITH SECTION 9.5 BELOW.

Declarant: BC-SB BAYBROOK JV LLC, a Delaware limited liability company

MIDLINE

MASTER COVENANT

[RESIDENTIAL]

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MIDLINE

**MASTER COVENANT
[RESIDENTIAL]**

This Midline Master Covenant [*Residential*] (the “**Master Covenant**”) is made by **BC-SB BAYBROOK JV LLC**, a Delaware limited liability company (the “**Declarant**”), and is as follows:

RECITALS:

A. Declarant is the present owner of certain real property located in Harris County, Texas, as more particularly described on Exhibit “A”, attached hereto (the “**Property**”).

B. Declarant desires to create a uniform plan for the development, improvement, and sale of the Property and to act as the “**Declarant**” for all purposes under this Master Covenant.

C. Portions of the Property may be made subject to this Master Covenant upon the Recording of one or more Notices of Applicability pursuant to *Section 9.5* below, and once such Notices of Applicability have been Recorded, the portions of the Property described therein shall constitute the Development (defined below) and shall be governed by and fully subject to this Master Covenant, and the Development in turn shall be comprised of separate Development Areas (defined below) which shall be governed by and subject to separate Development Area Declarations (defined below) in addition to this Master Covenant.

No portion of the Property is subject to the terms and provisions of this Master Covenant until a Notice of Applicability is Recorded. A Notice of Applicability may only be Recorded by the Declarant.

PROPERTY VERSUS DEVELOPMENT VERSUS DEVELOPMENT AREA	
“Property”	Described on <u>Exhibit “A”</u> . This is the land that <u>may be made</u> subject to this Master Covenant, from time to time, by the Recording of one or more Notices of Applicability. Declarant has no obligation to add all or any portion of the Property to this Master Covenant.
“Development”	This is the portion of the land described on <u>Exhibit “A”</u> that <u>has been made</u> subject to this Master Covenant through the Recording of a Notice of Applicability.
“Development Area”	This is a portion of the Development. Each Development Area may be made subject to a Development Area Declaration.

D. This Master Covenant serves notice that upon the further Recording of one or more Notices of Applicability, portions of the Property identified in such notice or notices shall be subject to the terms and provisions of this Master Covenant.

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

This Master Covenant uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of the Master Covenant, the text shall control.

ARTICLE 1 DEFINITIONS

Unless the context otherwise specifies or requires, terms used in this Master Covenant shall have the meanings set forth below:

“ACC” means the architectural control committee, as defined in *Section 6.2*. As more particularly described in *Article 6*, during the Development Period, the Declarant acts as the Midline Reviewer and exercises all rights to approve Improvements within the Development. The ACC will not be formed and has no rights to review and approve Improvements until such rights have been assigned to the Association by a written Recorded instrument executed by the Declarant, or the Development Period has expired or is terminated by a written Recorded instrument executed by the Declarant.

“Applicable Law” means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Development, any rules or restrictions of the MUD (defined below), any rules and restrictions of any applicable development agreement, and any other applicable building codes, zoning restrictions, permits and ordinances adopted by a Governmental Entity (defined below), which are in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision. Statutes, ordinances and regulations specifically referenced in the Documents are “Applicable Law” on the effective date of the Document, and are not intended to apply to the Development if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

“Assessment” or **“Assessments”** means assessments the Association may impose under this Master Covenant.

"Assessment Unit" has the meaning set forth in *Section 5.9.2*.

"Association" means MIDLINE MASTER RESIDENTIAL COMMUNITY, INC., a Texas non-profit corporation, which will be created by the Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Master Covenant. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Master Covenant, the Certificate, the Bylaws, and Applicable Law.

"Board" means the Board of Directors of the Association.

"Bulk Rate Contract" or "Bulk Rate Contracts" means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots and/or Condominium Units, including without limitation the Fiber Agreement and Gas Agreement. The services provided under Bulk Rate Contracts may include, without limitation, security services, trash pick-up services, propane service, natural gas service, landscape maintenance services, cable television services, telecommunications services, internet access services, "broadband services", wastewater services, and any other services of any kind or nature which are considered by the Board to be beneficial. During the Development Period, Declarant must approve each Bulk Rate Contract.

"Bylaws" means the bylaws of the Association, which may be initially adopted and Recorded by Declarant or the Board of the Association and Recorded as part of the initial project documentation for the benefit of the Association. The Bylaws may be amended, from time to time, by the Declarant until expiration or termination of the Development Period. During the Development Period, Declarant must approve any amendment to the Bylaws. After the Development Period, a Majority of the Board may amend the Bylaws.

"Certificate" means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

"Commercial Lot" means a Lot within the Development, other than Common Area or Special Common Area, that is intended and designated for business or commercial use. Business or commercial use shall include, but not be limited to, all office, retail, wholesale, manufacturing, and service activities, and shall also be deemed to include multi-family, duplex and apartment housing of various densities. A Commercial Lot, for the purpose of this Master Covenant, may also include a Lot: (i) which will be further subdivided into Residential Lots and Common Areas; or (ii) on which a residential condominium will be impressed.

"Common Area" means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities (i) held by the Declarant for the benefit of the Association or its Members or (ii) designated by the Declarant as Common Area in accordance with *Section 3.6*. Upon the Recording of such designation, the

portion of the Property identified therein shall be considered Common Area for the purpose of this Master Covenant. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area shall be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be designated by the Declarant or the Board for the use and enjoyment of the Owners and members of the public.

“Community Enhancement Covenant” means the community enhancement covenant that may be Recorded by the Declarant as part of the initial project documentation for the benefit of the Association. The Community Enhancement Covenant may be amended, from time to time, by the Declarant during the Development Period. Upon expiration or termination of the Development Period, the Community Enhancement Covenant may be amended by a Majority of the Board.

“Community Manual” means the community manual, which the Declarant may initially adopt and Record as part of the initial project documentation for the Development. The Community Manual may include the Bylaws, Rules and other policies governing the Association. The Community Manual may be amended or supplemented, from time to time, by the Declarant during the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by a Majority of the Board.

“Condominium Unit” means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Development. A Condominium Unit may be designated by the Declarant in a Recorded instrument for residential, commercial or live/work purposes.

“Declarant” means BC-SB BAYBROOK JV LLC, a Delaware limited liability company, its successors and permitted assigns. Notwithstanding any provision in this Master Covenant to the contrary, Declarant may, by Recorded instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Master Covenant to any person. Declarant may also, by Recorded instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant’s privileges, exemptions, rights and duties under this Master Covenant.

Declarant enjoys certain rights and privileges to facilitate the development, construction, and marketing of the Property and the Development, and to direct the size, shape and composition of the Property and the Development. These rights are described in this Master Covenant. Declarant may also assign, in whole or in part, all or any of the Declarant’s rights established under the terms and provisions of this Master Covenant to one or more third-parties.

“Design Guidelines” means the standards for design and construction of Improvements, landscaping and exterior items proposed to be placed on any Lot or Condominium Unit, which

may be adopted pursuant to *Section 6.4.2* as the same may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Development. The Design Guidelines may be Recorded as a separate written instrument or may be incorporated into a Development Area Declaration by exhibit or otherwise. Notwithstanding anything in this Master Covenant to the contrary, Declarant shall have no obligation to establish Design Guidelines for the Property, the Development, or any portion thereof.

“Development” refers to all or any portion of the Property made subject to this Master Covenant by the Recording of a Notice of Applicability.

“Development Area” means any part of the Development (less than the whole), which Development Area may be subject to a Development Area Declaration in addition to being subject to this Master Covenant.

“Development Area Declaration” means, with respect to any Development Area, the separate instruments containing covenants, restrictions, conditions, limitations and/or easements, to which the property within such Development Area is subjected.

“Development Period” means the period of time beginning on the date when this Master Covenant has been Recorded, and ending fifty (50) years thereafter, unless earlier terminated by a Recorded instrument executed by the Declarant. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property and the Development, and the right to direct the size, shape and composition of the Property and the Development. The Development Period is for a term of years and does not require that Declarant own any portion of the Property or the Development.

“Documents” means, singularly or collectively, as the case may be, this Master Covenant, the Certificate, the Bylaws, the Community Manual, the Community Enhancement Covenant, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, as each may be amended from time to time, and any Rules, or policies or procedures the Association promulgates pursuant to this Master Covenant, and any Development Area Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is part of such Document. See Table 1 for a summary of the Documents.

“Governmental Entity” means (a) a public improvement district created pursuant to Chapter 372, Subchapter B of the Texas Local Government Code; (b) a municipal utility district created pursuant to Article XVI, Section 59 of the Constitution of Texas and/or Chapters 49 and 54, Texas Water Code, including, without limitation, the MUD, as defined below; (c) any other similarly constituted quasi-governmental entity created for the purpose of providing benefits or services to the Development; or (d) any other regulatory authority with jurisdiction over the Development.

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"Homebuilder" refers to any Owner (other than Declarant) who is in the business of constructing single-family residences (whether attached or detached) for resale to third parties and acquires all or a portion of the Development to construct single-family residences for resale to third parties.

"Improvement" means any and all physical enhancements and alterations to the Development, including, but not limited to, grading, clearing, removal of trees, site work, utilities, landscaping, irrigation, trails, hardscape, exterior lighting, alteration of drainage flow, drainage facilities, detention/retention ponds, water features, fences, walls, signage, and every structure, fixture, and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, awnings and exterior air conditioning equipment or fixtures.

"Lot" means any portion of the Development the Declarant designates as such in a Recorded instrument or shown as a subdivided lot on a Plat other than Common Area, Special Common Area, or a Lot on which a condominium regime has been established.

"Majority" means more than half.

"Manager" has the meaning set forth in *Section 3.5.8*.

"Master Covenant" means this Midline Master Covenant [*Residential*], as defined in the preamble.

"Maximum Number of Lots" means the maximum number of Lots that may be created and made subject to the terms and provisions of this Master Covenant. The Maximum Number of Lots for the purpose of this Master Covenant is three thousand five hundred (3,500). Until expiration or termination of the Development Period, Declarant may unilaterally increase or decrease the Maximum Number of Lots by Recorded written instrument.

"Members" means every person or entity that holds membership privileges in the Association.

"Midline Reviewer" means the party holding the rights to approve Improvements within the Development and shall be Declarant or its designee until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Midline Reviewer shall automatically be transferred to the ACC appointed by the Board, as set forth in *Section 6.2*.

"Mortgage" or **"Mortgages"** means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot or Condominium Unit.

"Mortgagee" or **"Mortgagees"** means the holder(s) of any Mortgage(s).

"MUD" means Baybrook Municipal Utility District No. 1.

"Notice of Applicability" means the Recorded notice the Declarant executes for the purpose of adding all or any portion of the Property to the terms and provisions of this Master Covenant. In accordance with *Section 9.5*, a Notice of Applicability may also subject a portion of the Property to a previously Recorded Development Area Declaration.

"Occupant" means a resident, occupant or tenant of a Lot or Condominium Unit, other than an Owner.

"Owner" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot or Condominium Unit and in no event shall mean any Occupant. Mortgagees who acquire title to a Lot or Condominium Unit through a deed in lieu of foreclosure or through foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

"Permittee" means any Occupant and any officer, agent, employee, licensee, lessee, customer, vendor, supplier, guest, invitee or contractor of an Owner or Declarant (as applicable).

"Plat" means a Recorded subdivision plat of any portion of the Development, and any amendments thereto.

"Property" means all of that certain real property described on Exhibit "A", attached hereto and incorporated herein by reference, subject to any additions thereto or withdrawals therefrom as may be made pursuant to *Section 9.3* and *Section 9.4*, respectively, of this Master Covenant.

"Record, Recording, Recordation and Recorded" means recorded in the Official Public Records of Harris County, Texas.

"Residential Developer" refers to any Owner, other than Declarant, who acquires undeveloped land, one or more Lots, or any other portion of the Property for the purposes of development for and/or resale to a Homebuilder.

"Residential Lot" means a portion of the Development, designated by Declarant in a Recorded written instrument or shown as a subdivided lot on a Plat, other than Common Area and Special Common Area, which is intended solely for single-family residential use.

"Rules" means any instrument, however denominated, which the Declarant may adopt as part of the Community Manual, or the Board may subsequently adopt for the regulation and management of the Development, including any amendments thereto. Until expiration or

termination of the Development Period, the Declarant must approve any amendment to the Rules.

"Service Area" means a group of Lots and/or Condominium Units designated as a separate Service Area pursuant to this Master Covenant for purpose of receiving benefits or services from the Association which are not provided to all Lots and Condominium Units. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Lots. A Lot or Condominium Unit may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in *Section 2.5*.

"Service Area Assessments" means assessments levied against the Lots and/or Condominium Units in a particular Service Area to fund Service Area Expenses, as described in *Section 5.6*.

"Service Area Expenses" means the estimated and actual expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Service Area, which may include a reasonable reserve for capital repairs and replacements.

"Special Common Area" means any interest in real property or improvements which the Declarant designates in a Recorded Notice of Applicability pursuant to *Section 9.5*, in a Development Area Declaration or in any written instrument Recorded by Declarant (which designation shall be made in the sole and absolute discretion of Declarant) as Special Common Area which is assigned for the purpose of exclusive use and/or the obligation to pay Special Common Area Assessments attributable thereto, to one or more, but less than all of the Lots, Condominium Units, Owners or Development Areas, and is or shall be conveyed to the Association or as to which the Association shall be granted rights or obligations, or otherwise held by the Declarant for the benefit of the Association. The Notice of Applicability, Development Area Declaration, or other written notice shall identify the Lots, Condominium Units, Owners or Development Areas assigned to such Special Common Area and further indicate whether the Special Common Area is assigned to such parties for the purpose of exclusive use and the payment of Special Common Area Assessments, or only for the purpose of paying Special Common Area Assessments attributable thereto. By way of illustration and not limitation, Special Common Area might include such things as private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping.

"Special Common Area Assessments" means assessments levied against the Lots and/or Condominium Units as described in *Section 5.5*.

"Special Common Area Expenses" means the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace Special Common Area, which may include a reasonable reserve for capital repairs and replacements.

TABLE 1: DOCUMENTS	
Master Covenant (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of Property made subject to the Master Covenant by the Recording of a Notice of Applicability.
Community Enhancement Covenant (Recorded)	Establishes a fee payable to the Association upon the transfer of a Lot from one party to another.
Notice of Applicability (Recorded)	Describes the portion of the Property being made subject to the terms and provisions of the Master Covenant and any applicable Development Area Declaration.
Development Area Declaration (Recorded)	Includes additional covenants, conditions and restrictions governing portions of the Development.
Certificate of Formation (Filed with the Secretary of State and Recorded)	Establishes the Association as a non-profit corporation under Texas law.
Community Manual (Recorded)	Includes the Bylaws, Rules and policies governing the Association.
Design Guidelines (if adopted)	If adopted, govern the design and architectural standards for the construction of Improvements and modifications thereto. Neither the Declarant nor the Midline Reviewer shall have any obligation to adopt Design Guidelines.

**ARTICLE 2
GENERAL RESTRICTIONS**

2.1 General.

2.1.1 Conditions and Restrictions. All Lots and Condominium Units within the Development to which a Notice of Applicability has been Recorded in accordance with *Section 9.5*, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Documents and Applicable Law, including but not limited to the MUD and/or any applicable development agreement. **NO PORTION OF THE PROPERTY SHALL BE SUBJECT TO THE TERMS AND PROVISIONS OF THIS MASTER COVENANT UNTIL A NOTICE OF APPLICABILITY HAS BEEN RECORDED.**

2.1.2 Compliance with the Documents and Applicable Law. Compliance with the Documents is mandatory. However, compliance with the Documents is not a substitute for compliance with Applicable Law. Please be advised that the Documents do not purport to list or describe each requirement, rule, or restriction which may be applicable to a Lot or a

Condominium Unit located within the Development. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot or Condominium Unit. Furthermore, Owners should not construe an approval by the Midline Reviewer as confirmation that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot or Condominium Unit. The Association, each Owner, Occupant or other user of any portion of the Development must comply with the Documents and Applicable Law, as supplemented, modified or amended from time to time.

The Association, each Owner, Residential Developer, Homebuilder, Occupant or other user of any portion of the Development must comply with the Documents and Applicable Law.

2.1.3 Development Amenities. A Development Area may include common area, open space, water quality facilities, parkland, trails, landscape areas, roadways, driveways or easements which benefit the Development in addition to the Development Area, as reasonably determined by the Declarant during the Development Period, and a Majority of the Board after termination or expiration of the Development Period (the "Development Amenities"). Declarant, during the Development Period, and a Majority of the Board after termination or expiration of the Development Period, may require all or a portion of such Development Amenities be conveyed, transferred, or dedicated (by deed easement, or license) to: (i) the Association; or (ii) another entity designated by the Declarant or a Majority of the Board, as applicable. Alternatively, the Declarant, during the Development Period, and a Majority of the Board after termination or expiration of the Development Period, may require that all or a portion of such Development Amenities be owned and maintained by the Owner of all or a portion of a particular Development Area, subject to an easement in favor of other Owner(s) and Occupants, as designated by the Declarant or a Majority of the Board, as applicable (e.g., ingress and egress over and across the driveways constructed within the Development Area). The Development Amenities may not be conveyed or otherwise transferred unless the conveyance and transfer is 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.

2.1.4 Baybrook Municipal Utility District No. 1. Each Owner hereby acknowledges that portions of the Property are located within the MUD and that each Owner may be subject to additional assessments levied by the MUD, which assessments are separate from, and in addition to, the Assessments contemplated herein. Each Owner further acknowledges that acceptance of an interest in or title to a Lot located within the MUD, whether or not it is so expressed in the instrument of conveyance, shall constitute acquiescence to any such future modifications and/or additions to the MUD creation and administration documentation.

2.1.5 Development Agreement Requirements. The Property may be subject to the terms and provisions of a development agreement. The development agreement may include certain development and design requirements, including but not limited to lot size minimums and limitations, minimum setbacks, exterior finish requirements, tree requirements, and other residential architectural standards. All Owners are encouraged to review any applicable

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development agreement prior to any construction or modifications of Improvements on or within the Property.

2.2 Incorporation of Development Area Declarations. Upon Recordation of a Development Area Declaration such Development Area Declaration shall, automatically and without the necessity of further act, be incorporated into, and be deemed to constitute a part of this Master Covenant, to the extent not in conflict with this Master Covenant, but shall apply only to portions of the Property made subject to the Development Area Declaration upon the Recordation of one or more Notices of Applicability. To the extent of any conflict between the terms and provisions of a Development Area Declaration and this Master Covenant, the terms and provisions of this Master Covenant shall apply.

2.3 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or the Development (collectively, the "Conceptual Plans") are conceptual in nature and are intended to be used for illustrative purposes only. **The land uses and Improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Property or the Development may include uses which are not shown on the Conceptual Plans.** Neither Declarant, a Residential Developer, nor any Homebuilder or other developer of any portion of the Property or the Development makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property or the Development and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans or any statement made by the Declarant or any of Declarant's representatives regarding proposed land uses, or proposed or planned Improvements, in making the decision to purchase any land or Improvements within the Property or the Development. Each Owner who acquires a Lot or Condominium Unit within the Development acknowledges development will extend over many years, and agrees that the Association shall not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or changes in the Conceptual Plans as they may be amended or modified from time to time.

2.4 Cell Tower and Telecommunications Equipment. Telecommunications, cellular, video and digital equipment, including without limitation, broadcast antennae and related equipment, cell towers, cell tower equipment, or other wireless communication antennae and related equipment, cable or satellite television equipment and equipment for high-speed internet access (collectively, the "CTT Equipment") may be located on or near the Property and/or the Development or may be constructed on or near the Property and/or the Development. As more particularly described in *Section 8.9* of this Master Covenant, Declarant has reserved the right, for the benefit of itself and its assigns, to construct, install, use, maintain, repair, replace, improve, remove, and operate CTT Equipment upon all or any portion of the Common Area and/or the Special Common Area. Parties other than the Declarant or its assigns may also have easements for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of CTT Equipment.

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2.5 Provision of Benefits and Services to Service Area.

2.5.1 Declarant, in a Notice of Applicability Recorded pursuant to *Section 9.5* or in any Recorded notice, may assign Lots and/or Condominium Units to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Lots and/or Condominium Units in addition to those which the Association generally provides to the Development. During the Development Period, Declarant may unilaterally amend any Notice of Applicability or any Recorded notice, to re-designate Service Area boundaries. All costs associated with the provision of services or benefits to a Service Area shall be assessed against the Lots and/or Condominium Units within the Service Area as a Service Area Assessment.

2.5.2 In addition to Service Areas which Declarant may designate, during the Development Period, any group of Owners may petition the Board to designate their Lots and/or Condominium Units as a Service Area for the purpose of receiving from the Association: (i) special benefits or services which are not provided to all Lots and/or Condominium Units; or (ii) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a Majority of the Lots and/or Condominium Units within the proposed Service Area, the Board shall investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate per Lot and/or Condominium Units among all Service Areas receiving the same service). If approved by the Board, the Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the total number of votes held by all Lots and/or Condominium Units within the proposed Service Area, the Association shall provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise determined by the Board. The cost and administrative charges associated with such benefits or services shall be assessed against the Lots and/or Condominium Units within such Service Area as a Service Area Assessment. After expiration or termination of the Development Period, the Board may discontinue or modify benefits or services provided to a Service Area.

2.6 Designation of Special Common Areas. Until the expiration or termination of the Development Period, Declarant may designate, in a Notice of Applicability, a Development Area Declaration or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant), any interest in real property or improvements which benefits certain Lot(s), Condominium Unit(s) or one or more portion(s) of but less than all of the Development as Special Common Area, for the exclusive use of and/or the obligation to pay Special Common Area Assessments by the Owners of such Lot(s), Condominium Unit(s) or portion(s) of the Development attributable thereto, and is or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by the Declarant for the benefit of the Association. The Notice of Applicability, Development Area

Declaration, or other Recorded written notice designating such Special Common Area will identify the Lot(s), Condominium Unit(s) or portion(s) of the Development assigned to such Special Common Area and further indicate whether the Special Common Area designated therein is for the purpose of the exclusive use and the payment of Special Common Area Assessments by the Owner(s) thereof, or only for the purpose of paying Special Common Area Assessments attributable thereto, but not also for exclusive use. By way of illustration and not limitation, Special Common Area might include such things as private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping, which may or may not be exclusively used by the Owners paying the attributable Special Common Area Assessments therefor. All costs associated with maintenance, repair, replacement, and insurance of such Special Common Area will be assessed as a Special Common Area Assessment against the Owners of the Lots and/or Condominium Units to which the Special Common Area is assigned. During the Development Period, Declarant may Record a written instrument converting any previously designated Special Common Area, or any portion thereof, to Common Area.

2.7 Gas Provider. Declarant may enter into an agreement with a gas provider (the "Gas Provider"), for the benefit of Owners (the "Gas Agreement"). Pursuant to the Gas Agreement, the Gas Provider may construct, own, maintain and operate a natural gas distribution system within the Property, composed of city gate receipt point(s), main lines, service lines, yard lines, meters, regulators, and all other improvements to be installed to provide retail gas delivery service to the Property (collectively, the "Gas System").

2.7.1 Service and Charges. Upon the conveyance of a platted Lot with a completed residence thereon intended and available for single-family residential use and occupancy to the first Owner of such Lot, that Owner may be required to initiate gas service with the Gas Provider for the purpose of supplying natural gas to appliances in the residence (the type of which shall be at the sole discretion of Declarant) prior to occupancy, or to pay a non-utilization charge to the Gas Provider. In the event that an Owner fails to initiate gas service with the Gas Provider as described above and also fails to pay a Residential Non-Utilization Charge, if any, the Gas Provider may, as a third-party beneficiary of this Covenant, take appropriate legal action in order to collect the Residential Non-Utilization Charge, if any. The Association will cooperate with the Gas Provider in pursuit of any such action.

2.7.2 Easement. Declarant may assign the easement reserved in *Section 8.3* of this Covenant to the Gas Provider for the purpose of installing, maintaining, and operating the Gas System. The foregoing easement assigned to the Gas Provider may be exclusive, but only as it pertains to, and is contingent upon the Gas Provider providing, natural gas service for the term of the Gas Agreement.

2.7.3 Notice of Gas Agreement. All Homebuilders and Owners shall be deemed to have taken and accepted title to such applicable Lots subject to and encumbered by all easements, rights-of-way, rights of ingress and egress, and other real property rights, titles, and interests of the Gas Provider, created, evidenced or referred to in the Gas Agreement relating to

the construction, installation, ownership, operation, maintenance, and/or repair of the Gas System and the Owners of such Lots shall be personally liable for and shall continue to be required to comply with the terms of *Section 2.7*.

2.7.4 Royalties. Any and all royalties or other payments of a similar nature received by the Declarant or the Association arising out of or relating to a Gas Agreement shall be deposited into the Community Investment Fund, as such term is defined in the Community Enhancement Covenant. Such funds shall be used solely in accordance with, and subject to, the terms and conditions set forth in the Community Enhancement Covenant.

2.8 Fiber Provider. Declarant may enter into an agreement with a fiber provider (the "Fiber Provider"), for the benefit of Owners (the "Fiber Agreement"). Pursuant to the Fiber Agreement, the Fiber Provider may construct, own, maintain and operate a system of fiber-optic lines, surface appurtenances, and all other necessary or desirable Improvements related thereto to be installed (collectively, the "Fiber System") to provide internet services to the Property. To the fullest extent permitted by Applicable Law, Declarant may grant the Fiber Provider, its successors and assigns, the right to construct a Fiber System in the Property. All Homebuilders and Owners of Lots and Condominium shall be deemed to have taken and accepted title to such Lots or Condominium Units subject to and encumbered by all easements, rights-of-way, rights of ingress and egress, and other real property rights, titles, and interests of the Fiber Provider created, evidenced or referred to in the Fiber Agreement relating to the construction, installation, ownership, operation, maintenance, and/or repair of the Fiber System. Pursuant to *Section 3.9.2*, the Association may, at its option and election add the charges payable by Owners under the Fiber Agreement to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Lot or Condominium Unit. Notwithstanding the forgoing, a Homebuilder or Owner who is the purchaser of one or more platted Lots or Condominium Units from Declarant shall not be personally liable for or obligated to perform the obligations of Declarant under the Fiber Agreement. Any and all royalties or other payments of a similar nature received by the Declarant or the Association arising out of or relating to a Fiber Agreement shall be deposited into the Community Investment Fund, as such term is defined in the Community Enhancement Covenant. Such funds shall be used solely in accordance with, and subject to, the terms and conditions set forth in the Community Enhancement Covenant.

ARTICLE 3

MIDLINE MASTER RESIDENTIAL COMMUNITY, INC.

3.1 Organization. The Association shall be a non-profit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Certificate nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Covenant. Unless expressly provided in the Documents, the Association acts through a Majority of the Board. Certain acts and activities of

the Association and the Board must be approved by the Declarant during the Development Period. If Declarant approval is required, Declarant's approval must be evidenced in writing.

3.2 Membership.

3.2.1 Mandatory Membership. Any person or entity, upon becoming an Owner, shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the ownership of the Lot or Condominium Unit that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot or Condominium Unit, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot or Condominium Unit. Within thirty (30) days after acquiring legal title to a Lot or Condominium Unit, if requested by the Board, an Owner must provide the Association with: (i) a copy of the recorded deed by which the Owner has acquired title to the Lot or Condominium Unit; (ii) the Owner's address, email address, phone number, and driver's license number, if any; (iii) any Mortgagee's name and address; and (iv) the name, phone number, and email address of any Occupant other than the Owner.

3.2.2 Easement of Enjoyment – Common Area. Every Member shall have a right and easement of enjoyment in and to all of the Common Area and an access easement, if applicable, by and through any Common Area, which easements shall be appurtenant to and shall pass with the title to such Member's Lot or Condominium Unit, subject to the following restrictions and reservations:

(i) The right of the Declarant, or the Declarant's designee, during the Development Period, and the Board, with the Declarant's advance written consent during the Development Period, the right of the Board, to cause such Improvements and features to be constructed upon the Common Area;

(ii) The right of the Association to suspend the Member's rights to use the Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Master Covenant;

(iii) The right of the Declarant, during the Development Period, and the Board, with Declarant's advance written consent during the Development Period, to dedicate or transfer all or any part of the Common Area to any Governmental Entity;

(iv) The right of the Declarant, during the Development Period, and the Board, with Declarant's advance written consent during the Development Period, to grant easements or licenses over and across the Common Area and the right to enter into agreements for the maintenance, use and/or sharing of Common Area

with other persons and/or entities and the charging of usage fees associated therewith;

(v) The right of the Declarant, during the Development Period, and the Board, with Declarant's advance written consent during the Development Period, to promulgate Rules regarding the use of the Common Area and any Improvements thereon;

(vi) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area; and

(vii) The right of the Association to contract for services and benefits with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

3.2.3 Easement of Enjoyment – Special Common Area. Each Owner of a Lot or Condominium Unit which has been assigned use of Special Common Area in a Notice of Applicability, Development Area Declaration, or other Recorded instrument, shall have a right and easement of enjoyment in and to all of such Special Common Area for its intended purposes, and an access easement, if applicable, by and through such Special Common Area, which easement shall be appurtenant to and shall pass with title to such Owner's Lot or Condominium Unit, subject to *Section* 3.2.2 and subject to the following restrictions and reservations:

(i) The right of the Declarant, during the Development Period, and the Board, with the Declarant's advance written consent during the Development Period, to cause such Improvements and features to be constructed upon the Special Common Area;

(ii) The right of the Association to suspend the Member's rights to use the Special Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Master Covenant;

(iii) The right of the Declarant, during the Development Period, and the Board, with the Declarant's advance written consent during the Development Period, to dedicate or transfer all or any part of the Special Common Area to any Governmental Entity;

(iv) The right of the Declarant, during the Development Period, and the Board, with the Declarant's advance written consent during the Development Period, to grant easements or licenses over and across the Special Common Area and the right to enter into agreements for the maintenance, use and/or sharing of Special Common Area with other person's and/or entities and the charging of usage fees associated therewith;

(v) The right of the Declarant, during the Development Period, and the Board, with the Declarant's advance written consent during the Development Period, to promulgate Rules regarding the use of the Special Common Area and any Improvements thereon;

(vi) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Special Common Area and, in furtherance thereof, mortgage the Special Common Area;

(vii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant; and

(viii) The right of Declarant during the Development Period to grant additional Lots or Condominium Units use rights in and to Special Common Area in a subsequently Recorded Notice of Applicability, Development Area Declaration, or Recorded instrument.

3.3 Governance. The Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. Notwithstanding the foregoing provision or any provision in the Documents to the contrary, until one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots have been made subject to the terms and provisions of this Master Covenant and have been conveyed to Owners other than the Declarant or a Homebuilder, Declarant will appoint and remove all members of the Board and officers of the Association. Within one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots have been made subject to the terms and provisions of this Master Covenant and have been conveyed to Owners other than the Declarant or a Homebuilder, the Board will call a meeting of Members of the Association for the purpose of electing one-third of the Board (the "**Initial Member Election Meeting**"), which Board member(s) must be elected by Owners other than the Declarant. Declarant may appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period. The individuals elected to the Board at the Initial Member Election Meeting shall be elected for a one (1) year term

and shall serve until his or her successor is elected or he or she is replaced in accordance with the Bylaws.

3.4 Voting Allocation. The number of votes which may be cast to elect members to the Board (except as provided by *Section 3.3*), and on all other matters the Members may vote on shall be calculated as set forth below.

3.4.1 Residential Lot. Each Owner of a Residential Lot will be allocated one (1) vote for each Residential Lot so owned. In the event of the re-subdivision of any Residential Lot into two or more Residential Lots: (i) the number of votes to which such Residential Lot is entitled will be increased as necessary to retain the ratio of one (1) vote for each Residential Lot resulting from such re-subdivision, *e.g.*, each Residential Lot resulting from the re-subdivision will be entitled to one (1) vote; and (ii) each Residential Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit. In the event of the consolidation of two (2) or more Residential Lots for purposes of construction of a single residence thereon, the voting rights and Assessments will continue to be determined according to the number of original Residential Lots contained in such consolidated Residential Lot. Nothing in this Master Covenant will be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of the Midline Reviewer.

3.4.2 Commercial Lot or Condominium Unit. Each Commercial Lot or Condominium Unit will be allocated that number of votes set forth in the Notice of Applicability attributable to such Commercial Lot or Condominium Unit. Declarant will determine the number of votes in its sole and absolute discretion, which determination, unless otherwise provided in this *Section 3.4.2*, will be final, binding and conclusive. If the Notice of Applicability includes the number of Commercial Lots or Condominium Units to be established within the Development Area, and the number of Commercial Lots or Condominium Units actually created differ from the number of Commercial Lots or Condominium Units set forth in the Notice of Applicability, the Declarant, during the Development Period, or the Board after the expiration or termination of the Development Period, may modify and amend the Notice of Applicability to reflect the actual number of Commercial Lots or Condominium Units.

3.4.3 Declarant. In addition to the votes to which Declarant is entitled by reason of *Section 3.4.1* and *Section 3.4.2*, for every one (1) vote outstanding in favor of any other person or entity, Declarant shall have four (4) additional votes until the expiration or termination of the Development Period. Declarant may cast votes allocated to the Declarant pursuant to this *Section 3.4.3* and shall be considered a Member for the purpose of casting such votes, and need not own any portion of the Development as a pre-condition to exercising such votes.

3.4.4 Co-Owners. If there is more than one Owner of a Lot or Condominium Unit, the vote for such Lot or Condominium Unit shall be exercised as the co-Owners holding a Majority of the ownership interest in the Lot or Condominium Unit determine among themselves and advise the Secretary of the Association in writing prior to the close of balloting. Any co-

Owner may cast the vote for the Lot or Condominium Unit, and majority agreement shall be conclusively presumed unless another co-Owner of the Lot or Condominium Unit protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of a majority agreement, the Lot's or Condominium Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event shall the vote for such Lot or Condominium Unit exceed the total votes to which such Lot or Condominium Unit is otherwise entitled pursuant to this *Section 3.4.4*.

3.5 Powers. The Association shall have the powers of a Texas non-profit corporation. It shall further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it under Applicable Law or this Master Covenant. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, shall have the following powers at all times:

3.5.1 Rules. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, Rules, policies, the Bylaws and the Community Manual, as applicable, which are not in conflict with this Master Covenant, as the Board deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association. During the Development Period, the Declarant must approve Rules or policies the Board proposes, as well as the Bylaws and the Community Manual, and any modifications thereto.

3.5.2 Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

3.5.3 Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Documents available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours in accordance with Applicable Law.

3.5.4 Assessments. To levy and collect Assessments and to determine Assessment Units, as provided in *Article 5* below.

3.5.5 Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon or into any Condominium Unit for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility or removing any item to conform to the Documents. The expense the Association incurs in connection with the entry upon any Lot or into any Condominium Unit and the removal or maintenance and repair work conducted therefrom, thereon or therein shall be a personal obligation of the Owner of the Lot or the

Condominium Unit so entered, shall be deemed an Individual Assessment against such Lot or Condominium Unit, shall be secured by a lien upon such Lot or Condominium Unit, and shall be enforced in the same manner and to the same extent as provided in *Article 5* hereof for Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not enter into, alter or demolish any Improvements on any Lot, or any Condominium Unit, other than Common Area or Special Common Area, in enforcing this Master Covenant before the Association obtains either (i) a judicial order authorizing such action, or (ii) the written consent of the Owner(s) of the affected Lot(s) or Condominium Unit(s). **EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT TO THE EXTENT SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

3.5.6 Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

3.5.7 Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Special Common Area for the purpose of constructing, erecting, operating or maintaining the following:

- (i) Parks, parkways or other recreational facilities or structures;
- (ii) Roads, streets, sidewalks, signs, street lights, walks, driveways, trails and paths;
- (iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or

(v) Any similar improvements or facilities.

During the Development Period, the Declarant must approve any grant or conveyance under this *Section 3.5.7*. In addition, the Association (with the advance written approval of the Declarant during the Development Period) and the Declarant are each expressly authorized and permitted to convey easements over and across Common Area or Special Common Area for the benefit of property not otherwise subject to the terms and provisions of this Master Covenant.

3.5.8 Manager. To retain and pay for the services of a person or firm (the “**Manager**”), which may include Declarant or any affiliate of Declarant, to manage and operate the Association, including Common Area, Special Common Area, and/or any Service Area, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees, resale certificate fees or any other fees associated with the provision of management services to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

3.5.9 Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, and all other utilities, services, repair and maintenance, including but not limited to private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, canals, streams, and lakes.

3.5.10 Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

3.5.11 Construction on Common Area and Special Common Area. To construct new Improvements or additions to Common Area and Special Common Area, subject to the approval of the Declarant during the Development Period.

3.5.12 Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board shall determine, to operate and maintain the Development, any Common Area, Special Common Area, Improvement, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board,

the Association, or the Members. During the Development Period, the Declarant must approve all Bulk Rate Contracts.

3.5.13 Property Ownership. To acquire, own and dispose of all manner of real and personal property, whether by grant, lease, easement, gift or otherwise. During the Development Period, the Declarant must approve all acquisitions and dispositions of the Association hereunder.

3.5.14 Authority with Respect to the Documents. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any of the Documents. Any decision by the Board to delay or defer the exercise of the power and authority granted under this *Section 3.5.14* shall not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

3.5.15 Membership Privileges. To establish Rules governing and limiting the use of the Common Area, Special Common Area, and any Improvements thereon as well as the use, maintenance, and enjoyment of the Lots and Condominium Units. During the Development Period, the Declarant must approve all Rules governing and limiting the use of the Common Area, Special Common Area, Service Area and any Improvements thereon.

3.5.16 Relationships with Governmental Entities and Tax Exempt Organizations. To create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area, Special Common Area, or Service Area to Governmental Entities or non-profit, tax-exempt organizations. The Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be a common expense to be included in the Assessments levied by the Association and included as a line item in the Association's annual budget.

3.6 Conveyance of Common Area and Special Common Area to the Association.

The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant and its assignees reserve the right, from time to time and at any time, to designate, convey, assign or transfer by written and Recorded instrument property being held by the Declarant or a third party for the benefit of the Association, in the sole and absolute discretion of the Declarant. Upon the Recording of a designation, the portion of the property identified therein will be considered Common Area or Special Common Area, as applicable, for the purpose of this Master Covenant and the Association shall have an easement over and across the Common Area or Special Common Area necessary or required to discharge the Association's obligations under this Master Covenant, subject to any terms and limitations to such easement set forth in the designation. Declarant and its assignees may also assign, transfer or convey to the Association interests in real or personal property within or for the benefit of the Development, for the Development and the general public, or otherwise, as determined in the sole and absolute discretion of the Declarant. All or any real or personal property assigned, transferred and/or conveyed by the Declarant to the Association shall be deemed accepted by the

Association upon Recordation, and without further action by the Association, and shall be considered Common Area or Special Common Area without regard to whether such real or personal property is designated by the Declarant as Common Area or Special Common Area. If requested by the Declarant, the Association will execute a written instrument, in a form requested by the Declarant, evidencing acceptance of such real or personal property; provided, however, execution of a written consent by the Association shall in no event be a precondition to acceptance by the Association. The assignment, transfer, and/or conveyance of real or personal property to the Association may be by deed without warranty, may reserve easements in favor of the Declarant or a third party designated by Declarant over and across such property, and may include such other provisions, including restrictions on use, determined by the Declarant, in the Declarant's sole and absolute discretion. Property assigned, transferred, and/or conveyed to the Association may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Upon Declarant's written request, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association for no payment. Declarant and/or its assignees may construct and maintain upon portions of the Common Area and/or the Special Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements in the Development, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and its assignees shall have an easement over and across the Common Area and the Special Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge.

3.7 Indemnification. To the fullest extent permitted by Applicable Law but without duplication of (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association shall indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him or her in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that such person: (a) acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

3.8 Insurance. The Board may purchase and maintain, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee

member, employee, servant or agent of the Association against any liability asserted against such person or incurred by such person in their capacity as an director, officer, committee member, employee, servant or agent of the Association, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability or otherwise.

3.9 Bulk Rate Contracts.

3.9.1 Without limitation on the generality of the Association powers set out in *Section 3.5*, the Association shall have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers the Board chooses (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. Notwithstanding the foregoing, during the Development Period, the Declarant must approve all Bulk Rate Contracts.

3.9.2 The Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Contract to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Lot or Condominium Unit. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association shall be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Master Covenant with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot or Condominium Unit which is reserved under the terms and provisions of this Master Covenant. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or Occupant of such Owner's Lot or Condominium Unit) directly to the applicable service or utility provider. Such notice shall consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice shall include the office or street address where the Owner (or Occupant of such Owner's Lot or Condominium Unit) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service shall be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

3.10 Community Services and Systems. The Declarant, or a designee of the Declarant, is specifically authorized, but not required, to install, provide, maintain or furnish, or to enter into

contracts with other persons to install, provide, maintain or furnish, central telecommunication receiving and distribution systems (e.g. cable television, high speed data/Internet/intranet services, and security monitoring) and utility services (e.g., electricity, solar, gas, water), and related components, including associated infrastructure, equipment, hardware, and software to serve all or any portion of the Development (“**Community Services and Systems**”). The Community Services and Systems may be located on Common Area or Special Common Area, and on or in any Improvements constructed upon the Common Area or Special Common Area, and an easement is herein reserved in favor of Declarant or its designee for the purpose of installing, operating, managing, maintaining, upgrading and modifying the Community Services and Systems. In the event the Declarant, or a designee of the Declarant, elects to provide any of the Community Services and Systems to all or any portion of the Development, the Declarant or designee of the Declarant, may enter into an agreement with the Association with respect to such services. In the event Declarant, or any designee of the Declarant, enters into a contract with a third party for the provision of any Community Services and Systems to serve all or any portion of the Development, the Declarant or the designee of the Declarant may assign any or all of the rights or obligations of the Declarant or the designee of the Declarant under the contract to the Association or any individual or entity. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Services and Systems as the Declarant or its designee determines appropriate. **Each Owner acknowledges that interruptions in Community Services and Systems will occur from time to time. The Declarant and the Association, or any of their respective affiliates, directors, officers, employees and agents, or any of their successors or assigns shall not be liable for, and no Community Services and Systems user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Services and Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider’s control.**

3.11 Protection of Declarant’s Interests. Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots, Condominium Units or any portion of the Property owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. Unless the Declarant agrees otherwise in advance and in writing, the Board shall be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

3.12 Administration of Common Area. The administration of the Common Area, Special Common Area and Service Area by the Association shall be in accordance with the provisions of Applicable Law and the Documents, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently

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required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any Governmental Entity having regulatory jurisdiction over the Common Area, Special Common Area or Service Area or by any title insurance company selected by Declarant to insure title to any portion of such areas. In furtherance of this *Section 3.12*, the Association shall perform the responsibilities and obligations of the Association set forth in any applicable development agreement.

3.13 Right of Action by Association. The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a Claim, as such term is defined in *Section 11.1* below, relating to the design or construction of Improvements on a Lot or Condominium Unit (whether one or more). This *Section 3.13* may not be amended or modified without the written and acknowledged consent of the Declarant and Members entitled to cast at least one hundred percent (100%) of the total number of votes of the Association, which must be part of a Recorded amendment instrument.

**ARTICLE 4
INSURANCE AND RESTORATION**

4.1 Insurance. Each Owner shall be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot or Condominium Unit. The Association shall not maintain insurance on the Improvements constructed upon any Lot or Condominium Unit. The Association may, however, obtain such other insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies shall be a common expense the Association will include in the Assessments levied. The acquisition of insurance by the Association shall be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

4.2 Flood Insurance. Each Owner and Occupant of a Lot is advised that all or any portion of the Property may be located in a flood plain, floodway or area prone to flooding. Each Owner and Occupant is advised to consider purchasing flood insurance on the Owner's or Occupant's Lot. The Association may not be required to obtain flood insurance on any portion of the Property. Each Owner and Occupant is advised to: (i) contact local governmental authorities to review flood zone maps for such Owner's or Occupant's Lot; (ii) review the flood maps published by the Federal Emergency Management Agency; (iii) review the Plat(s); and (iv) periodically contact responsible insurance companies licensed to do business in the State of Texas to determine whether flood insurance should be purchased by an Owner or Occupant for the Owner's or Occupant's Lot and all Improvements thereon. The flood plain and floodway boundaries are subject to change and flooding can occur outside of these areas. Neither the Association nor Declarant shall be held liable for any loss or damage by reason of flooding occurring on any Lot or the Improvements thereon.

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ARE YOU COVERED?

The Association will not provide insurance which covers an Owner's Lot, a Condominium Unit, or any Improvements or personal property located on a Lot or within a Condominium Unit.

4.3 **Restoration Requirements.** In the event of any fire or other casualty, unless otherwise approved by the Midline Reviewer, the Owner shall: (i) promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof or (ii) in the case of substantial or total damage or destruction of any Improvement, remove all such damaged Improvements and debris from the Development within sixty (60) days after the occurrence of such damage. Such repair, restoration or replacement shall be commenced and completed in a good and workmanlike manner using exterior materials substantially similar to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within one hundred and twenty (120) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion, or if the Owner does not clean up any debris resulting from any damage within sixty (60) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement, removal, or clean-up, and such Owner shall be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed under Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, then at the rate of one and one-half percent (1½%) per month) shall be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot or Condominium Unit shall be secured by the liens reserved in this Master Covenant for Assessments and may be collected by any means provided in this Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot or Condominium Unit. **EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

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4.4 Restoration - Mechanic's and Materialmen's Lien. Each Owner whose structure the Association repairs, restores, replaces or cleans up pursuant to the rights granted under this Article, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, replacement or clean-up of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, replacement, or clean-up exceeds any insurance proceeds allocable to such repair, restoration, replacement, or clean-up which are delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, replacement, or clean-up such Owner shall execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

**ARTICLE 5
COVENANT FOR ASSESSMENTS**

5.1 Assessments.

5.1.1 Established by Board. The Board shall levy Assessments pursuant to the provisions of this Article against each Lot and Condominium Unit in such amounts as the Board shall determine pursuant to *Section 5.9*. The Board shall determine the total amount of Assessments in accordance with the terms of this Article.

5.1.2 Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, shall be the personal obligation of the Owner of the Lot or Condominium Unit against which the Assessment is levied and shall be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon and each such Condominium Unit (such lien, with respect to any Lot or Condominium Unit not in existence on the date hereof, shall be deemed granted and conveyed at the time that such Lot or Condominium Unit is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article. Unless the Association elects otherwise (which election may be made at any time), each residential condominium association established by a condominium regime imposed upon all or a portion of the Development Area shall collect all Assessments levied pursuant to this Master Covenant from Condominium Unit Owners within such condominium regime. The condominium association shall promptly remit all Assessments collected from Condominium Unit Owners to the Association. If the condominium association fails to timely collect any portion of the Assessments due from the Owner of the Condominium Unit, then the Association may collect such Assessments allocated to the Condominium Unit on its own behalf and enforce its lien against the Condominium Unit without joinder of the condominium association. The condominium association's right to collect Assessments on behalf of the Association is a license from the Association which may be revoked by written instrument at any time, and from time to time, at the sole and absolute discretion of the Board.

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5.1.3 Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots and Condominium Units for any fiscal year by the payment of a subsidy to the Association. Any subsidy the Declarant pays to the Association may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. The payment of a subsidy in any given year shall not obligate Declarant to continue payment of a subsidy to the Association in future years. Any loan provided by the Declarant to the Association ("**Declarant Loan**") shall be made on commercially reasonable terms. The full principal amount of any Declarant Loan, together with any accrued interest, shall be due and payable in full upon the expiration or termination of the Development Period, whichever occurs first. This *Section 5.1.3* shall not be amended, revised or removed without prior written consent of the Declarant both during the Development Period and after expiration or termination of the Development Period. The Declarant may grant, condition or withhold such consent at Declarant's sole and absolute discretion.

5.1.4 Commencement of Assessments. Assessments will commence as to a particular Lot on the first day of the month after the Lot has been made subject to the terms and provisions of this Master Covenant. If Assessments are due and payable less frequently than once per month, e.g., quarterly or annually, Assessments will be prorated based on the number of months remaining during the billing period.

5.2 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Master Covenant. The funds of the Association may be used for any purpose authorized under the Documents and Applicable Law.

5.3 Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association ("**Regular Assessments**") which sets forth: (a) an estimate of expenses the Association will incur during such year in performing its functions and exercising its powers under this Master Covenant, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, and the cost of administering and enforcing the Documents; and (b) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, but excluding (c) the operation, maintenance, repair and management costs and expenses associated with any Service Area and Special Common Area. Regular Assessments sufficient to pay such estimated expenses will then be levied at the level set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment by an Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable to the Association at the beginning of the fiscal year or in such other manner as the Board may designate in its sole and absolute discretion.

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5.4 **Special Assessments.** In addition to the Regular Assessments provided for above, the Board may levy special assessments (the "Special Assessments") whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Documents. The amount of any Special Assessments will be at the sole discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Special Common Area. Any Special Assessment the Association levies for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units. Any Special Assessments the Association levies for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Special Common Area will be levied against all Owners who have been assigned the obligation to pay Special Common Area Assessments based on Assessment Units. All Special Assessments will be due and payable to the Association at the beginning of the fiscal year or in such other manner as the Board may designate in its sole and absolute discretion.

5.5 **Special Common Area Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a separate budget covering the estimated expenses to be incurred by the Association to operate, maintain, repair, or manage any Special Common Area. The budget will be an estimate of the amount needed to operate, maintain, repair and manage such Special Common Area including a reasonable provision for contingencies and an appropriate replacement reserve. The level of Special Common Area Assessments will be set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including non-payment of any Assessment by an Owner, the Association may at any time, and from time to time, levy further Special Common Area Assessments in the same manner as aforesaid. All such Special Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year or in such other manner as the Board may designate in its sole and absolute discretion.

5.6 **Service Area Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year. The total amount of Service Area Assessments will be allocated (a) equally among Lots or Condominium Units within the Service Area, (b) based on Assessment Units assigned to Lots or Condominium Units within the Service Area, or (c) based on the benefit received among all Lots and Condominium Units in the Service Area. All amounts that the Association collects as Service Area Assessments will be expended solely for the benefit of the Service Area for which they were collected and will be accounted for separately from the Association's general funds.

5.7 **Individual Assessments.** In addition to any other Assessments, the Board may levy an individual assessment (the "Individual Assessment") against an Owner and the Owner's

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Lot or Condominium Unit, which may include, but is not limited to: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) reimbursement for costs incurred in bringing an Owner or the Owner's Lot or Condominium Unit into compliance with the Documents; (iii) fines for violations of the Documents; (iv) transfer-related fees and resale certificate fees; (v) fees for estoppel letters and project documents; (vi) insurance deductibles; (vii) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Occupants of the Owner's Lot or Condominium Unit; (viii) common expenses that benefit fewer than all of the Lots or Condominium Units, which may be assessed according to benefit received; (ix) fees or charges levied against the Association on a per-Lot or per-Condominium Unit basis; and (x) "pass through" expenses for services to Lots or Condominium Units provided through the Association and which are paid by each Lot or Condominium Unit according to benefit received.

5.8 Working Capital Assessment. Each Owner (other than Declarant) will pay a one-time working capital assessment (the "**Working Capital Assessment**") to the Association in such amount, if any, as may be determined by the Declarant, until expiration or termination of the Development Period, and the Board thereafter. The Working Capital Assessment hereunder will be due and payable to the Association by the transferee immediately upon each transfer of title to the Lot or Condominium Unit, including upon transfer of title from one Owner of such Lot or Condominium Unit to any subsequent purchaser or transferee thereof. Such Working Capital Assessment need not be uniform among all Lots or Condominium Units, and the Declarant or the Board, as applicable, is expressly authorized to establish Working Capital Assessments of varying amounts depending on the size, use and general character of the Lots or Condominium Units. The Working Capital Assessment may be used to discharge operating expenses or capital expenses, as determined from time to time by the Board. The levy of any Working Capital Assessment will be effective only upon the Recordation of a written notice, signed by the Declarant or a duly authorized officer of the Association, setting forth the amount of the Working Capital Assessment and the Lots or Condominium Units to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Assessment: (a) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (b) transfer to, from, or by the Association; (c) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent, including any conveyances to trusts. Additionally, an Owner who is a Homebuilder or a Residential Developer will not be subject to the Working Capital Assessment. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, Declarant, until expiration or termination of the Development Period, will determine application of an exemption in its sole and absolute discretion. The Working Capital Assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 5* and will not be considered an advance payment of such Assessments. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any Working Capital Assessment attributable to a Lot or Condominium Unit (or all Lots and Condominium Units) by

the Recordation of a waiver notice or in the Notice of Applicability, which waiver may be temporary or permanent.

5.9 Amount of Assessment.

5.9.1 Assessments to be Levied. The Board shall levy Assessments against each "Assessment Unit" (as defined in Section 5.9.2 below). Unless otherwise provided in this Master Covenant, Assessments levied pursuant to Section 5.3 and Section 5.4 shall be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to Section 5.5 shall be levied uniformly against each Assessment Unit allocated to a Lot or Condominium Unit that has been assigned the obligation to pay Special Common Area Assessments for specified Special Common Area. Service Area Assessments levied pursuant to Section 5.6 shall be levied: (i) equally; (ii) based on Assessment Units allocated to the Lots and/or Condominium Units within the Service Area; or (iii) based on the benefit received among all Lots and Condominium Units in the benefited Service Area that has been included in the Service Area to which such Service Area Assessment relates.

5.9.2 Assessment Unit. Each Residential Lot shall be allocated one (1) "Assessment Unit" unless otherwise provided in Section 5.9.4. In the event of the re-subdivision of any Residential Lot into two (2) or more Residential Lots, each Residential Lot resulting from the re-subdivision shall be allocated one (1) Assessment Unit. In the event of the consolidation of two (2) or more Residential Lots for the purposes of constructing a single residence thereon, the Assessment Units will continue to be determined according to the number of original Residential Lots contained in such consolidated Residential Lot. Nothing in this Master Covenant shall be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of the Midline Reviewer.

5.9.3 Commercial Lots and Condominium Units. Each Commercial Lot and Condominium Unit will be allocated the Assessment Units set forth in the Notice of Applicability attributable to such Commercial Lot or Condominium Unit, which may be less than one (1) Assessment Unit per Commercial Lot or Condominium Unit. Declarant will determine the number of Assessment Units in its sole and absolute discretion, which determination, unless otherwise provided in this Section 5.9.3, will be final, binding and conclusive. If the Notice of Applicability includes the number of Commercial Lots or Condominium Units to be established within the Development Area, and the number of Commercial Lots or Condominium Units actually created differ from the number of Commercial Lots or Condominium Units set forth in the Notice of Applicability, the Declarant, during the Development Period, or the Board after the expiration or termination of the Development Period, may modify and amend the Notice of Applicability to reflect the actual number of Commercial Lots or Condominium Units.

5.9.4 Residential Assessment Unit Allocation. Declarant, in Declarant's sole and absolute discretion, may elect to allocate more than one Assessment Unit to a Residential Lot. An allocation of more than one Assessment Unit to a Residential Lot must be made in a Notice of

Applicability or in a Development Area Declaration for the Development Area in which the Residential Lot is located. Declarant's determination regarding the number of Assessment Units applicable to a Residential Lot pursuant to this *Section 5.9.4* shall be final, binding and conclusive.

5.9.5 Declarant Exemption. Notwithstanding anything in this Master Covenant to the contrary, no Assessments shall be levied upon Lots or Condominium Units owned by Declarant.

5.9.6 Other Exemptions. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Development, Lot or Condominium Unit from Assessments; (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Lot or Condominium Unit; or (iii) reduce the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Lot or Condominium Unit. In the event Declarant elects to delay or reduce Assessments pursuant to this *Section 5.9.6*, the duration of the delay or the amount of the reduction shall be set forth in a Recorded instrument. Declarant may terminate, extend or modify any delay or reduction set forth in a previously Recorded instrument by Recording a replacement instrument. Declarant or the Board may also exempt from Assessments any portion of the Development which is dedicated to and accepted by a Governmental Entity.

5.10 Late Charges. At the Board's election, it may require the Owner responsible for any payment not paid by the applicable due date to pay a late charge in such amount as the Board may determine, and the late charge (and any reasonable handling costs) shall be a charge upon the Lot or Condominium Unit owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot or Condominium Unit; provided, however, such charge shall never exceed the maximum charge permitted under Applicable Law.

5.11 Owner's Personal Obligation for Payment of Assessments. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot or Condominium Unit against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot or Condominium Unit will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1½% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

5.12 Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this Article, together with late charges as provided in *Section 5.10* and interest as provided in *Section 5.11* hereof and all costs of collection, including attorney's fees, as herein provided, are secured by the continuing Assessment lien granted to the Association pursuant to

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Section 5.1.2 above, and shall bind each Lot and Condominium Unit in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns.

5.12.1 The aforesaid lien shall be superior to all other liens and charges against such Lot or Condominium Unit, except only for (i) tax or governmental assessment liens; (ii) all sums secured by a Recorded first mortgage lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a second mortgage lien or Recorded second deed of trust lien provided that, in the case of *clauses (ii) and (iii)* above, such Mortgage was Recorded, before the delinquent Assessment was due. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board, and such subordination may be signed by a Board member or officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot or Condominium Unit covered by such lien and a description of the Lot or Condominium Unit. Such notice may be signed by an authorized officer of the Association and shall be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot or Condominium Unit subject to this Master Covenant shall be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder.

5.12.2 The Assessment liens and rights to foreclosure thereof shall be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Master Covenant, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred.

5.12.3 The Association shall have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder shall not be affected by the sale or transfer of any Lot or Condominium Unit; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale shall be extinguished, provided that past-due Assessments shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence shall not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale.

5.12.4 Upon payment of all sums secured by a lien of the type described in this Section 5.12, the Association shall upon the request of the Owner, and at such Owner's cost, execute an instrument releasing the lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release must be signed by an authorized officer of the Association and Recorded. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12-day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility or cable services, provided through the Association and not paid for directly by an Owner or Occupant to the utility or service provider. Such notice shall consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice shall include the office or street address where the Owner or the Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Any utility or cable service shall not be disconnected or terminated on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot or Condominium Unit shall not relieve the Owner of such Lot or Condominium Unit or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot or Condominium Unit and on the date of such conveyance Assessments against the Lot or Condominium Unit remain unpaid, or said Owner owes other sums or fees under this Master Covenant to the Association, the Owner shall pay such amounts to the Association out of the sales price of the Lot or Condominium Unit, and such sums shall be paid in preference to any other charges against the Lot or Condominium Unit other than liens superior to the Assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot or Condominium Unit which are due and unpaid. The Owner conveying such Lot or Condominium Unit shall remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot or Condominium Unit also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the administrative expenses associated with updating the Association's records upon the transfer of a Lot or Condominium Unit to a third party.

5.13 **Exempt Property.** The following area within the Development shall be exempt from the Assessments provided for in this Article:

- (i) All area dedicated to and accepted by a Governmental Entity;
- (ii) The Common Area and the Special Common Area; and
- (iii) Any portion of the Property or Development owned by Declarant.

No portion of the Property shall be subject to the terms and provisions of this Master Covenant, and no portion of the Property (nor any owner thereof) shall be obligated to pay Assessments hereunder unless and until such Property has been made subject to the terms of this Master Covenant by the Recording of a Notice of Applicability in accordance with *Section 9.5*.

5.14 Fines and Damages Assessment.

5.14.1 Board Assessment. The Board may assess fines against an Owner for violations of the Documents committed by such Owner, an Occupant or an Owner's or Occupant's guests, agents or invitees pursuant to the *Fine and Enforcement Policy* contained in the Community Manual. Any fine and/or charge for damage levied in accordance with this *Section 5.14* shall be considered an Individual Assessment pursuant to this Master Covenant. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area, Special Common Area, Service Area or any Improvements caused by the Owner, the Occupant or their guests, agents, or invitees. The Manager shall have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Documents and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

5.14.2 Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot or Condominium Unit is, together with interest as provided in *Section 5.11* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.1.2* of this Master Covenant. The fine and/or damage charge shall be considered an Assessment for the purpose of this Article and shall be enforced in accordance with the terms and provisions governing the enforcement of Assessments pursuant to this Article.

**ARTICLE 6
THE MIDLINE REVIEWER**

6.1 Architectural Control By Declarant. During the Development Period, none of the Association, the Board, or any committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Until expiration of the Development Period, the Midline Reviewer for Improvements is Declarant or its designee. No Improvement the Declarant constructs or causes to be constructed shall be subject to the terms and provisions of this Article or approval by the Midline Reviewer.

6.1.1 Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Development Period no Improvements shall be started or progressed without the prior written approval of the Midline Reviewer, which

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approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

6.1.2 Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to an architectural control committee appointed by the Board or a committee comprised of architects, engineers, or other persons who may or may not be members of the Association. Any such delegation shall be in writing and shall specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated until expiration of twenty-four (24) months after the expiration of the Development Period; and (ii) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. The Declarant is not responsible for: (a) errors in or omissions from the plans and specifications submitted to the Declarant; (b) supervising construction for the Owner's compliance with approved plans and specifications; or (c) the compliance of the Owner's plans and specifications with Applicable Law.

6.2 Architectural Control by Association. Until such time as Declarant delegates all or a portion of its reserved rights to the Board, or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through an architectural control committee (the "ACC") shall assume jurisdiction over architectural control and shall have the powers of the Midline Reviewer hereunder.

6.2.1 ACC. The ACC shall consist of at least three (3) but no more than seven (7) persons appointed by the Board. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the ACC, in which case all references in the Documents to the ACC shall be construed to mean the Board. Members of the ACC need not be Owners or Occupants, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

6.2.2 Limits on Liability. The ACC has sole discretion with respect to taste, design, and all standards specified by this Article. The members of the ACC have no liability for the ACC's decisions made in good faith, and which are not arbitrary or capricious. The ACC is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the ACC; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with Applicable Law.

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6.2.3 Release. EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND HOLDS HARMLESS THE DECLARANT AND ITS AFFILIATES, THE MIDLINE REVIEWER, ASSOCIATION AND THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, PARTNERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE MIDLINE REVIEWER'S ACTS OR ACTIVITIES UNDER THIS MASTER COVENANT.

6.3 Prohibition of Construction, Alteration and Improvement. No Improvement, or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur unless approved in advance by the Midline Reviewer. The Midline Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property or the Development. Unless otherwise provided in the Design Guidelines, an Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement located on such Owner's Lot or within such Owner's Condominium Unit, provided that such action is not visible from any other portion of the Development or Property.

6.4 Architectural Approval.

6.4.1 Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to plat, re-subdivide or consolidate Lots or Condominium Units, a proposal for such plat, re-subdivision or consolidation, shall be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the Midline Reviewer together with any review fee which is imposed by the Midline Reviewer in accordance with *Section 6.4.2*. No plat, re-subdivision or consolidation shall be made, nor any Improvement placed or allowed on any Lot or Condominium Unit, until the plans and specifications and the contractor which the Owner intends to use to construct the proposed Improvement have been approved in writing by the Midline Reviewer. The Midline Reviewer may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Midline Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Midline Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Midline Reviewer, in its sole discretion, may require. Site plans must be approved by the Midline Reviewer prior to the clearing of any Lot or Condominium Unit, or the construction of any Improvements. The Midline Reviewer may refuse to approve plans and specifications for proposed Improvements, or for the plat, re-subdivision or consolidation of any Lot or Condominium Unit on any grounds that, in the sole and absolute discretion of the Midline Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Master Covenant, the Midline Reviewer may issue an approval to Homebuilders or a Residential Developer for the construction of

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Improvements based on the review and approval of plan types and adopt a procedure which differs from the procedures for review and approval otherwise set forth in this Master Covenant.

6.4.2 Design Guidelines. The Midline Reviewer shall have the power, from time to time, to adopt, amend, modify, revoke, or supplement the Design Guidelines which may apply to all or any portion of the Development. In the event of any conflict between the terms and provisions of the Design Guidelines and the terms and provisions of this Master Covenant, the terms and provisions of this Master Covenant shall control. In addition, the Midline Reviewer shall have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Master Covenant. Such charges shall be held by the Midline Reviewer and used to defray the administrative expenses and any other costs incurred by the Midline Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the Midline Reviewer shall be distributed to the Association at the end of each calendar year. The Midline Reviewer shall not be required to review any plans until a complete submittal package, as required by this Master Covenant and the Design Guidelines, is assembled and submitted to the Midline Reviewer. The Midline Reviewer shall have the authority to adopt such additional or alternate procedural and substantive rules and guidelines not in conflict with this Master Covenant (including, without limitation, the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

6.4.3 Approval of Regulatory Submission Item. Each Owner is further advised that prior to submitting any application, variance or special use permit, plat, drainage plans, building or site plan, expressly including any amendments to a preliminary plan or a development plan (a "**Regulatory Submission Item**") required to be submitted by an Owner to a Governmental Entity for approval or issuance of a permit, as applicable, the Owner must first obtain approval from the Midline Reviewer of the Regulatory Submission Item (the "**Preliminary Regulatory Approval**"). Any Preliminary Regulatory Approval granted by the Midline Reviewer is conditional and no Improvements may be constructed in accordance with the Regulatory Submission Item until the Owner has submitted to the Midline Reviewer a copy of the Regulatory Submission Item approved by the Governmental Entity and the Midline Reviewer has issued to the Owner a "Notice to Proceed". In the event of a conflict between the Regulatory Submission Item approved by the Midline Reviewer and the Regulatory Submission Item approved by the regulatory authority, the Owner will be required to resubmit the Regulatory Submission Item to the Midline Reviewer for approval. Each Owner acknowledges that no Governmental Entity has the authority to modify the terms and provisions of the Documents applicable to all or any portion of the Development.

6.4.4 The Midline Reviewer Approval of Project Names. Each Owner is advised that the name used to identify the Development Area or any portion thereof for marketing or identification purposes must be approved in advance and in writing by the Midline Reviewer.

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6.4.5 Failure to Act. In the event that any plans and specifications are submitted to the Midline Reviewer as provided herein, and the Midline Reviewer fails to either approve or reject such plans and specifications for a period of sixty (60) days following such submission, the plans and specifications shall be deemed disapproved.

6.4.6 Variations. The Midline Reviewer may grant variances from compliance with any of the provisions of the Documents, when, in the opinion of the Midline Reviewer, in its sole and absolute discretion, such variance is justified by specific circumstances of a particular case. All variances shall be evidenced in writing and, if Declarant has assigned its rights to the ACC, must be approved by the Declarant until expiration or termination of the Development Period, or otherwise by a Majority of the members of the ACC. Each variance shall also be Recorded; provided, however, that failure to Record a variance shall not affect the validity thereof or give rise to any claim or cause of action against the Midline Reviewer, Declarant, the Board or the ACC. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in the Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of the Documents for any purpose, except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Documents.

6.4.7 Duration of Approval. The approval of the Midline Reviewer of any final plans and specifications, and any variances granted by the Midline Reviewer shall be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred and eighty (180) day period and diligently prosecuted to completion within either: (i) one year after issuance of approval of such plans and specifications; or (ii) such other period thereafter as determined by the Midline Reviewer, in its sole and absolute discretion, the Owner shall be required to resubmit such final plans and specifications or request for a variance to the Midline Reviewer, and the Midline Reviewer shall have the authority to re-evaluate such plans and specifications in accordance with this *Section 6.4.7* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

6.4.8 No Waiver of Future Approvals. The approval of the Midline Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Midline Reviewer shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor shall such approval or consent be deemed to establish a precedent for future approvals by the Midline Reviewer.

6.5 Non-Liability of the Midline Reviewer. NEITHER THE DECLARANT, THE BOARD, NOR THE MIDLINE REVIEWER WILL BE LIABLE TO ANY OWNER OR TO ANY

OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE MIDLINE REVIEWER UNDER THIS MASTER COVENANT.

ARTICLE 7 MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots or Condominium Units within the Development. The provisions of this Article apply to the Master Covenant and the Bylaws of the Association.

7.1 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot or Condominium Unit to which its Mortgage relates (thereby becoming an “**Eligible Mortgage Holder**”)), shall be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot or Condominium Unit on which there is an eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(ii) Any delinquency in the payment of Assessments or charges owed for a Lot or Condominium Unit subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Lot or Condominium Unit or the Owner or Occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

(iii) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

7.2 Examination of Books. The Association shall permit Mortgagees to examine the books and records of the Association during normal business hours.

7.3 Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien mortgages under Applicable Law shall relate only to the individual Lots or Condominium Units and not to any other portion of the Development.

ARTICLE 8 EASEMENTS

8.1 Right of Ingress and Egress. Declarant, its agents, employees, successors, and assigns shall have a right of ingress and egress over and the right of access to the Common Area or Special Common Area to the extent necessary to use the Common Area or Special Common

Area and the right to such other temporary uses of the Common Area or Special Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with construction and development of the Property or the Development. The Development shall be subject to a perpetual non-exclusive easement for the installation and maintenance of, including the right to read, meters, service or repair lines and equipment, and to do any work necessary to properly maintain and furnish the Community Services and Systems and the facilities pertinent and necessary to the same, which easement shall run in favor of Declarant. Declarant shall have the right, but not the obligation, to install and provide the Community Services and Systems and to provide the services available through the Community Services and Systems to any Lots or Condominium Units within the Development. Neither the Association, nor any Owner, shall have any interest therein. Such services may be provided either: (i) directly through the Association and paid for as part of the Assessments; or (ii) directly by Declarant, any affiliate of Declarant, or a third party, to the Owner who receives such services or the Association. The Community Services and Systems, including any fees or royalties paid or revenue generated therefrom, shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Services and Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any Person. The rights of Declarant with respect to the Community Services and Systems installed by Declarant and the services provided through such Community Services and Systems are exclusive, and no other person may provide such services through the Community Services and Systems installed by Declarant without the prior written consent of Declarant. In recognition of the fact that interruptions in the Community Services and Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of the Community Services and Systems shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Services and Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

8.2 Reserved and Existing Easements. All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or any third-party prior to any portion of the Property becoming subject to this Master Covenant are incorporated herein by reference and made a part of this Master Covenant for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of developing the Property and the Development.

8.3 Roadway and Utility Easements. Declarant hereby reserves for itself, its affiliates, and its assigns a perpetual non-exclusive easement over and across the Development (but not through a then-existing structure) for: (i) the installation, operation and maintenance of utilities

and associated infrastructure to serve the Development, the Property, and any other property owned by Declarant; (ii) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Development, the Property, and any other property owned by Declarant; (iii) the installation, operation and maintenance of, walkways, pathways and trails, drainage systems, street lights and signage to serve the Development, the Property, and any other property owned by Declarant; and (iv) the installation, location, relocation, construction, erection and maintenance of any streets, roadways, or other areas to serve the Development, the Property, and any other property owned by Declarant. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (i) through (iv) of this Section. In addition, Declarant may designate all or any portion of the easements or facilities constructed therein as Common Area, Special Common Area, or a Service Area.

8.4 Entry and Fencing Easement. Declarant reserves for itself and the Association, an easement over and across the Development for the installation, maintenance, repair or replacement of fencing and subdivision entry facilities which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the fencing and/or subdivision entry facilities to which the easement reserved hereunder applies. Declarant may designate all or any portion of the fencing and/or subdivision entry facilities as Common Area, Special Common Area, or a Service Area.

8.5 Landscape, Monumentation and Signage Easement. Declarant hereby reserves an easement over and across the Development for the installation, maintenance, repair or replacement of landscaping, monumentation and signage which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the landscaping, monumentation, or signage to which the easement reserved hereunder applies. Declarant may designate all or any portion of the landscaping, monumentation, or signage as Common Area, Special Common Area, or a Service Area.

8.6 Easement for Special Events. The Declarant reserves for itself and the Association, and their successors, assigns, and designees, a perpetual, nonexclusive easement over the Common Area, for the purpose of conducting educational, cultural, artistic, musical and entertainment activities; and other activities of general community interest at such locations and times as the Declarant or the Association, in their reasonable discretion, deem appropriate. Members of the public may have access to such events. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot or Condominium Unit subject to this Master Covenant acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the Occupants to take no action, legal or otherwise, which would interfere with the exercise of such easement.

8.7 **Shared Amenities Reciprocal Easements.** Certain portions of real property located near the Property (the “**Other Development**”) may be developed and made subject to a separate covenant and governed by a separate property owners association (the “**Other Association**”), which in turn may share certain amenities, including drainage improvements, signage, monumentation, open space and landscaping (the “**Shared Amenities**”) with the Association. Declarant reserves the right to grant and convey easements to the owner(s) of the Other Development and the Other Association or other similar entity responsible for the Shared Amenities (each an “**Other Party**”) over and across Common Area or any portion of the Development which may be necessary or required to utilize and/or maintain the Shared Amenities; provided, however, that such easements may in no event unreasonably interfere with use of the Development or the Owner(s) thereof. Declarant reserves the right to (i) grant any Other Party the right to access and/or use the Shared Amenities, as applicable, located within the Development; (ii) obligate any Other Party to participate in performing the maintenance of the Shared Amenities located within the Development; (iii) require any Other Party to share in the expenses associated with the use and maintenance of the Shared Amenities; and (iv) enter into with any Other Party or cause any Other Party to enter into a shared amenity and cost allocation agreement (the “**SACA**”), to govern the rights and responsibilities of both the Association and the Other Party in regard to use and maintenance of the Shared Amenities, to allocate costs for the operation, maintenance and reserves for the Shared Amenities and to grant reciprocal easements for access and use of the Shared Amenities. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay any fee allocated under the SACA to the Association as an Assessment to be levied and secured by a continuing lien on the Lot or Condominium Unit in the same manner as any other Assessment and Assessment lien arising under *Article 5* of this Master Covenant.

8.8 **Solar Equipment Easement.** Declarant hereby reserves for itself and the Association, and their successors, assigns, and designees, a perpetual, nonexclusive easement over and across the Development for the installation, maintenance, repair or replacement of a rooftop solar electric generating system designed to deliver electric power to a particular residence built on a Lot or Common Area. Declarant will have the right, from time to time, to Record a written notice which identifies the solar equipment to which the easement reserved hereunder applies. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party.

8.9 **Cellular Tower and Telecommunications Easement.** Declarant hereby grants and reserves for itself and its assigns, an exclusive, perpetual and irrevocable easement, license and right to use any portion of the Common Area or Special Common Area, or any portion of the Property or the Development which Declarant intends to designate as Common Area or Special Common Area (the “**CTT Easement Area**”) for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of CTT Equipment. Declarant or its assignee will have the right, from time to time, but no obligation, to Record a written notice which

identifies the portion of the Common Area or Special Common Area to which the CTT Easement Area pertains, and Declarant, or its assignee, may fence, install landscaping, or otherwise install improvements restricting access to the CTT Easement Area identified in such Recorded instrument. Neither the Association, nor any Owner other than the Declarant or its assignee hereunder, may use the CTT Easement Area in any manner which interferes with operation of the CTT Equipment. Declarant hereby reserves for itself and its assigns the right to use, sell, lease or assign all or any portion of the CTT Easement Area, for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of the CTT Equipment. In addition, Declarant hereby reserves for itself and its assigns a non-exclusive, perpetual and irrevocable easement over the Property and the Development for access to and from the CTT Easement Area and to construct, install, use, maintain, repair, replace, improve, remove, and operate, or allow others to do the same, any utility lines servicing the CTT Equipment. Declarant also reserves for itself and its assigns the right to select and contract with any third-party for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of the CTT Equipment and to provide any telecommunication, cellular, video or digital service associated therewith. Declarant shall have and hereby reserves for itself and its assigns the sole and exclusive right to collect and retain any and all income and/or proceeds received from or in connection with use or services provided by the CTT Equipment and the rights described in this *Section 8.9*. The rights reserved to Declarant under this *Section 8.9* shall benefit only Declarant and its assigns, and no other Owner or successor-in-title to any portion of the Property or the Development shall have any rights to income derived from or in connection with the rights and easements granted in this *Section 8.9*, except as expressly approved in writing by Declarant. **EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE DECLARANT AND ITS ASSIGNS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF ANY ACTS, ACTIONS OR ACTIVITIES PERMITTED BY DECLARANT ITS ASSIGNS UNDER THIS SECTION 8.9 (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.** The provisions of this *Section 8.9* shall not be amended without the written and acknowledged consent of Declarant or the assignee of all or any portion of Declarant's rights hereunder.

8.10 Easement for Maintenance of Drainage Facilities. Declarant may grant easements for the benefit of a Governmental Entity or third party for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of certain drainage facilities that may be constructed to convey and receive stormwater runoff within the Development. From time to time, Declarant may impress upon certain portions of the Development, for the benefit of a Governmental Entity or third party, additional easements for

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the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of other drainage facilities that convey and receive stormwater runoff as set forth in one or more declarations, agreements or other written instruments as the same shall be recorded in the Official Public Records of Harris County, Texas.

8.11 Easement to Inspect and Right to Correct. For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and for the Declarant's architect, engineer, other design professionals, builder and general contractor 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 Condominium Units, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. The party exercising such rights 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 mechanical or electrical facilities may be warranted by a change of circumstance, imprecise siting of the original facilities, or the desire or necessity to comply more fully with Applicable Law. This *Section 8.11* may not be construed to create a duty for Declarant, the Association, or any architect, engineer, other design professionals, builder or general contractor, and may not be amended without Declarant's advanced written consent. In support of this reservation, each Owner, by accepting an interest in or title to a Lot or Condominium Unit, hereby grants to Declarant an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Areas, Special Common Areas, and the Owner's Lot or Condominium Unit, and all Improvements thereon for the purposes contained in this *Section 8.11*.

**ARTICLE 9
DEVELOPMENT RIGHTS**

9.1 Development. It is contemplated that the Development shall be developed pursuant to a plan, which, from time to time, the Declarant may amend or modify in its sole and absolute discretion. Declarant reserves the right, but shall not be obligated, to designate Development Areas, and to create and/or designate Lots, Condominium Units, Common Area, Special Common Area, and Service Areas and to subdivide all or any portion of the Development and Property. As each area is conveyed, developed or dedicated, Declarant may Record one or more Development Area Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area. Any Development Area Declaration may provide its own procedure for the amendment thereof.

9.2 Special Declarant Rights. Notwithstanding any provision of this Master Covenant to the contrary, at all times, Declarant will have the right and privilege: (a) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots and Condominium Units in the Development; (b) to maintain Improvements upon Lots, including the Common Area and Special Common Area, as sales, model, management, business and construction offices or visitor centers at no

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charge; and (c) to maintain and locate construction trailers and construction tools and equipment within the Development. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance.

9.3 Addition of Land. Declarant may, at any time and from time to time, add additional lands to the Property and, upon the Recording of a notice of addition of land, such land shall be considered part of the Property for purposes of this Master Covenant, and upon the further Recording of a Notice of Applicability meeting the requirements of *Section 9.5*, such added lands shall be considered part of the Development subject to this Master Covenant and the terms, covenants, conditions, restrictions and obligations set forth in this Master Covenant, and the rights, privileges, duties and liabilities of the persons subject to this Master Covenant shall be the same with respect to such added land as with respect to the lands originally covered by this Master Covenant. Such added land need not be contiguous to the Property. To add lands to the Property, Declarant shall be required only to Record, a notice of addition of land (which notice may be contained within any Development Area Declaration affecting such land) containing the following provisions:

- (i) A reference to this Master Covenant, which reference shall state the document number or volume and page wherein this Master Covenant is Recorded;
- (ii) A statement that such land shall be considered Property for purposes of this Master Covenant, and that upon the further Recording of a Notice of Applicability meeting the requirements of *Section 9.5* of this Master Covenant, all of the terms, covenants, conditions, restrictions and obligations of this Master Covenant shall apply to the added land; and
- (iii) A legal description of the added land.

9.4 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw from the Property, including the Development, and remove and exclude from the burden of this Master Covenant and the jurisdiction of the Association any portion of the Development. Upon any such withdrawal and removal, this Master Covenant and the covenants conditions, restrictions and obligations set forth herein shall no longer apply to the portion of the Development withdrawn. To withdraw lands from the Property or the Development hereunder, Declarant shall be required only to Record a notice of withdrawal of land containing the following provisions:

- (i) A reference to this Master Covenant, which reference shall state the document number or volume and page number wherein this Master Covenant is Recorded;
- (ii) A statement that the provisions of this Master Covenant shall no longer apply to the withdrawn land; and

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- (iii) A legal description of the withdrawn land.

9.5 Notice of Applicability. Upon Recording, this Master Covenant serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Master Covenant, any applicable Development Area Declaration, and the Community Enhancement Covenant. This Master Covenant, any applicable Development Area Declaration, and the Community Enhancement Covenant shall apply to and burden a portion or portions of the Property upon the Recording of a Notice of Applicability describing such applicable portion of the Property by a legally sufficient description and expressly providing that such Property shall be considered a part of the Development and shall be subject to the terms, covenants conditions, restrictions and obligations of this Master Covenant, any applicable Development Area Declaration, and the Community Enhancement Covenant. To be effective, a Notice of Applicability must be executed by Declarant, and the property included in the Notice of Applicability need not be owned by the Declarant if included within the Property. Declarant may also cause a Notice of Applicability to be Recorded covering a portion of the Property for the purpose of encumbering such Property with this Master Covenant and any Development Area Declaration previously Recorded by Declarant (which Notice of Applicability may amend, modify or supplement the restrictions, set forth in the Development Area Declaration, which shall apply to such Property). To make the terms and provisions of this Master Covenant applicable to a portion of the Property, Declarant shall be required only to cause a Notice of Applicability to be Recorded containing the following provisions:

- (i) A reference to this Master Covenant, which reference shall state the document number or volume and page number wherein this Master Covenant is Recorded;
- (ii) A reference, if applicable, to the Recorded Development Area Declaration which will apply to such portion of the Property (with any amendment, modification, or supplementation of the restrictions set forth in the Development Area Declaration which shall apply to such portion of the Property);
- (iii) A reference, if applicable, to the Community Enhancement Covenant which will apply to such portion of the Property (with any amendment, modification, or supplementation of the restrictions set forth in the Community Enhancement Covenant which shall apply to such portion of the Property);
- (iv) A statement that all of the provisions of this Master Covenant shall apply to such portion of the Property;
- (v) A legal description of such portion of the Property; and

(vi) If applicable, a description of any Special Common Area or Service Area which benefits the Property and the beneficiaries of such Special Common Area or Service Area.

NOTICE TO TITLE COMPANY

NO PORTION OF THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS OF THIS MASTER COVENANT AND THIS MASTER COVENANT DOES NOT APPLY TO ANY PORTION OF THE PROPERTY UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PROPERTY AND REFERENCING THIS MASTER COVENANT HAS BEEN RECORDED.

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

9.7 **Notice of Plat Recordation.** Declarant may, at any time and from time to time, Record a notice of plat recordation (a "**Notice of Plat Recordation**"). A Notice of Plat Recordation is Recorded for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Master Covenant after portions of the Property are made subject to a Plat. Unless otherwise provided in the Notice of Plat Recordation, portions of the Property included in the Plat identified in the Notice of Plat Recordation, but not shown as a residential Lot on such Plat, shall be automatically withdrawn from the terms and provisions of this Master Covenant (without the necessity of complying with the withdrawal provisions set forth in this Section). Declarant shall have no obligation to Record a Notice of Plat Recordation and failure to Record a Notice of Plat Recordation shall in no event remove any portion of the Property from the terms and provisions of this Master Covenant.

**ARTICLE 10
GENERAL PROVISIONS**

10.1 **Term.** Upon the Recording of a Notice of Applicability pursuant to *Section 9.5*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Master Covenant shall run with and bind the portion of the Property described in such notice, and shall inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Master Covenant is Recorded, and continuing through and including January 1, 2097, after which time this Master Covenant shall be automatically extended for

successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this *Section 10.1* to the contrary, if any provision of this Master Covenant would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, descendants of Charles III, King of England.

10.2 Eminent Domain. In the event it becomes necessary for any Governmental Entity to acquire all or any part of the Common Area or Special Common Area for any public purpose during the period this Master Covenant is in effect, the Board is hereby authorized to negotiate with such Governmental Entity for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of first Mortgages on the respective Lot or Condominium Unit. In the event any proceeds attributable to acquisition of Special Common Area are paid to Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages on the respective Lot or Condominium Unit.

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

10.4 Enforcement. Except as otherwise provided herein, any Owner of a Lot, at such Owner's own expense, Declarant and the Association will each have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of the Documents. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of the Documents. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any

provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Property is hereby declared to be a violation of this Master Covenant and subject to all of the enforcement procedures set forth herein. Failure to enforce any right, provision, covenant, or condition set forth in the Documents will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of the Declarant or the Association to enforce the terms and provisions of the Documents shall in no event give rise to any claim or liability against the Declarant, the Association, or any of their partners, directors, officers, or agents. **EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND SHALL HOLD HARMLESS EACH OF THE DECLARANT, THE ASSOCIATION, AND THEIR PARTNERS, DIRECTORS, OFFICERS, OR AGENTS FROM AND AGAINST ANY DAMAGES, CLAIMS OR LIABILITY ASSOCIATED WITH THE FAILURE OF THE DECLARANT OR THE ASSOCIATION TO ENFORCE THE TERMS AND PROVISIONS OF THE DOCUMENTS.**

10.5 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Master Covenant. Any Owner acquiring a Lot or Condominium Unit in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot or Condominium Unit, agrees to hold Declarant harmless therefrom.

10.6 Higher Authority. The terms and provisions of this Master Covenant are subordinate to Applicable Law. Generally, the terms and provisions of this Master Covenant are enforceable to the extent they do not violate or conflict with Applicable Law.

10.7 Severability. If any provision of this Master Covenant is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other provision of this Master Covenant, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

10.8 Conflicts. If there is any conflict between the provisions of this Master Covenant, the Certificate, the Bylaws, or any Rules adopted pursuant to the terms of such documents, or any Development Area Declaration, the provisions of this Master Covenant shall govern.

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

10.10 Acceptance by Owners. Each Owner of a Lot, Condominium Unit, or other real property interest in the Development, by the acceptance of a deed of conveyance, and each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants,

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

10.11 Damage and Destruction.

10.11.1 Claims. Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Special Common Area covered by insurance, the Board, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 10.11*, means repairing or restoring the Common Area or Special Common Area to substantially the same condition as existed prior to the fire or other casualty. Notwithstanding the foregoing, the provisions of this *Section 10.11* are not intended to limit or otherwise restrict the terms and conditions of the policy or policies of insurance obtained by the board.

10.11.2 Repair Obligations. Any damage to or destruction of the Common Area or Special Common Area shall be repaired unless a Majority of the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available.

10.11.3 Restoration. In the event that the Board should determine that the damage or destruction of the Common Area or Special Common Area shall not be repaired and does not authorize alternative Improvements, then the Association shall restore the affected portion of the Common Area or Special Common Area to its natural state and maintain it as an undeveloped portion of the Common Area in a neat and attractive condition.

10.11.4 Special Assessment for Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board shall levy a Special Assessment, as provided in *Article 5*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

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10.11.5 Special Assessment for Special Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Special Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board shall levy a Special Assessment, as provided in *Article 5*, against all Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

10.11.6 Proceeds Payable to Owners. In the event that any proceeds from insurance policies required herein are paid to Owners as a result of any damage or destruction to any Common Area, such payments shall be allocated based on Assessment Units and paid jointly to the Owners and the holders of first Mortgages on their Lots or Condominium Units.

10.11.7 Proceeds Payable to Owners Responsible for Special Common Area. In the event that any proceeds from insurance policies required herein are paid to Owners as a result of any damage or destruction to Special Common Area, such payments shall be allocated based on Assessment Units and shall be paid jointly to the Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area and the holders of first Mortgages on their Lots or Condominium Units.

10.12 No Partition. Except as may be permitted in this Master Covenant or amendments hereto, no physical partition of the Common Area or Special Common Area or any part thereof shall be permitted, nor shall any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless all or the portion of the Development in question has been removed from the provisions of this Master Covenant pursuant to *Section 9.4* above. This *Section 10.12* shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Master Covenant.

10.13 View Impairment. None of the Declarant, the Midline Reviewer, or the Association guarantee or represent that any view over and across the Lots, Condominium Units, or any open space within the Development shall be preserved without impairment. The Declarant, the Midline Reviewer and the Association shall have no obligation to relocate, prune, or thin trees or other landscaping. The Association (with respect to any Common Area or Special Common Area) shall have the right to add trees and other landscaping from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air.

10.14 Safety and Security. Each Owner and Occupant of a Lot or Condominium Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Development. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her

property. However, none of the Association, the Declarant, or any of their Directors, employees, or agents, shall in any way be considered insurers or guarantors of safety or security within the Development, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Development, cannot be compromised or circumvented; or that any such system or security measures undertaken shall in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any Occupants of such Owner's Lot or Condominium Unit that the Association, its Board, employees, agents, and committees, and the Declarant are not insurers or guarantors of security or safety and that each person within the Development assumes all risks of personal injury and loss or damage to property, including any residences or Improvements constructed upon any Lot or Condominium Unit and the contents thereof, resulting from acts of third parties.

10.15 Facilities Open to the Public. Certain facilities and areas within the Property shall be open for the use and enjoyment of the public. Such facilities and areas may include, by way of example, greenbelts, trails and paths, parks, roads, sidewalks and medians.

10.16 Water Quality Facilities. Portions of the Development may include one or more water quality facilities, sedimentation, drainage and detention facilities, ponds or related improvements which serve all or a portion of the Development and/or the Property (collectively, the "Facilities") and will be inspected, maintained and administered by the Association, the MUD, or another Governmental Entity in accordance with Applicable Law. Access to the Facilities is limited to persons engaged by the Association, MUD, or other Governmental Entity to periodically inspect and maintain such Facilities. Each Owner is advised that the Facilities are an active utility feature integral to the proper operation of the Development and/or Property and may periodically hold standing water. Each Owner is advised that entry into the Facilities may result in injury and is a violation of the Master Covenant. Declarant hereby reserves for itself and its assigns a perpetual non-exclusive easement over and across the Development for the installation, maintenance, repair or replacement of the Facilities. The Facilities may be designated by the Declarant in a written notice Recorded to identify the particular Facilities to which the easement reserved hereunder applies, or otherwise dedicated to the public, the MUD, or other applicable Governmental Entity (which may include retention of maintenance responsibility by the Association), conveyed and transferred to the MUD, other applicable Governmental Entity or conveyed and transferred to the Association as Common Area or Special Common Area.

10.17 Notices. Any notice permitted or required to be given to any person by this Master Covenant shall be in writing and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid; (b) by delivering same in person to the intended addressee; (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee; or

(d) by prepaid telegram, telex, electronic mail, or facsimile to the addressee and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective when received at the office or designated place or machine/equipment of the intended addressee. For purposes of notice the address of each Owner shall be the address of the Lot or Condominium Unit or such other address as provided by the Owner to the Association, and the address of each Mortgagee shall be the address provided to the Association; provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the Association.

ARTICLE 11 DISPUTE RESOLUTION

This Article 11 is intended to encourage the resolution of disputes involving the Common Area. A dispute regarding the Common Area and/or Improvements can create significant financial exposure for the Association and its Members, interfere with the resale and refinancing of Lots or Condominium Units, and increase strife and tension among the Owners, the Board and the Association's management. Since disputes may have a direct effect on each Owner's use and enjoyment of their Lot or Condominium Unit and the Common Area, this Article 11 requires Owner transparency and participation in certain circumstances. Transparency means that the Owners are informed in advance about a dispute, the proposed arrangement between the Association and a law firm or attorney who will represent the Association in the dispute, and that each Owner will have an opportunity to participate in the decision-making process prior to initiating the dispute resolution process.

11.1 Introduction and Definitions. The Association, the Owners, Declarant, all persons subject to this Master Covenant, and each person not otherwise subject to this Master Covenant who agrees to submit to this *Article 11* by written instrument delivered to the Claimant, which may include, but is not limited to, a Homebuilder, a general contractor, sub-contractor, design professional, or other person who participated in the design or construction of Common Area or any Improvement within, serving or forming a part of the Common Area (individually, a "Party" and collectively, the "Parties") agree to encourage the amicable resolution of disputes involving the Property and the Common Area to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this *Article 11* applies to all Claims as hereafter defined. A restrictive covenant enforcement action against an Owner that is brought by the Association, the Declarant, or another Owner, is not subject to the alternative dispute resolution procedures that would otherwise require: (1) an inspection; (2) an engineering report; (3) an Owner approval vote; (4) negotiation; and (5) mediation. This Article 11 may only be amended with the prior written approval of the Declarant,

the Association (acting through a Majority of the Board), and Owners holding eighty percent (80%) of the votes in the Association. As used in this Article 11 only, the following words, when capitalized, have the following specified meanings:

(i) **"Claim"** means:

(A) Claims relating to the rights and/or duties of Declarant, the Association, the Midline Reviewer, or the ACC, under the Restrictions.

(B) Claims relating to the acts or omissions of the Declarant, the Association or a Board member or officer of the Association during Declarant's control and administration of the Board, and any claim asserted against the Midline Reviewer, or the ACC.

(C) Claims relating to the engineering, design or construction of the Common Area or Improvements located thereon.

(ii) **"Claimant"** means any Party having a Claim against any other Party.

(iii) **"Respondent"** means any Party against which a Claim has been asserted by a Claimant.

11.2 Mandatory Procedures. Claimant may not initiate any proceeding before any judge, jury, arbitrator or any judicial or administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article 11. As provided in Section 11.8 below, a Claim must be resolved by binding arbitration.

11.3 Claims Affecting Common Areas or Special Common Areas. In accordance with Section 3.13 of this Master Covenant, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation, arbitration or other proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a Claim, as defined in Section 11.1 above, relating to the design or construction of Improvements on a Lot or Condominium Unit (whether one or more). Additionally, no Owner shall have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area. Each Owner, by accepting an interest in or to title to a Lot or Condominium Unit, hereby grants to the Association the exclusive right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area or any Improvements located thereon. In the event the Association asserts a Claim related to the Common Area, as a precondition to providing the Notice defined in Section 11.5, initiating the mandatory dispute resolution procedures set forth in this Article 11, or taking any other action to prosecute a Claim related to the Common Area, the Association must:

11.3.1 Obtain Owner Approval of Engagement.

The requirements related to Owner approval set forth in this Section 11.3.1 are intended to ensure that the Association and the Owners approve and are fully informed of the financial arrangements between the Association and a law firm or attorney engaged by the Association to prosecute a Claim relating to the design or construction of the Common Area. The engagement agreement between the Association and the law firm or attorney may include requirements that the Association pay costs, fees, and expenses to the law firm or attorney which will be paid through Assessments levied against Owners. The financial agreement between the Association and the law firm or attorney may also include obligations related to payment, and the conditions and circumstances when the payment obligations arise, if the relationship between the Association and the law firm or attorney is terminated or if the Association agrees to settle the Claim. In addition, the financial arrangement between the Association and the law firm or attorney may include additional costs, expenses, and interest charges. This financial obligation can be significant. The Board may not engage a law firm or attorney to prosecute a Claim relating to the design or construction of the Common Area or execute a written agreement between the Association and a law firm or attorney for the purpose of prosecuting a Claim relating to the design or construction of Common Area unless the law firm or attorney and the financial arrangements between the Association and the law firm or attorney are approved by the Owners in accordance with this Section 11.3.1.

Unless otherwise approved by Members holding eighty percent (80%) of the votes in the Association, the Association, acting through its Board, shall in no event have the authority to engage a law firm or attorney to prosecute a Claim relating to the design or construction of the Common Area if the agreement between the Association and law firm or attorney includes any provision or requirement that would obligate the Association to pay any costs, expenses, fees, or other charges to the law firm or attorney, including but not limited to, costs, expenses, fees, or other charges payable by the Association: (i) if the Association terminates the engagement with the law firm or attorney or engages another firm or third-party to assist with the Claim; (ii) if the Association agrees to settle the Claim for a cash payment or in exchange for repairs or remediation performed by the Respondent or any other third-party; (iii) if the Association agrees to pay interest on any costs or expenses incurred by the law firm or attorney; and/or (iv) for consultants, expert witnesses, and/or general contractors hired by the law firm or attorney. For avoidance of doubt, it is intended that Members holding eighty percent (80%) of the votes in the Association must approve the law firm and attorney who will prosecute the Claim and the written agreement between the Association and the law firm and/or attorney.

The approval of the Members required under this *Section 11.3.1* must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of Member meeting will be provided pursuant to the Bylaws but the notice must also include: (a) the name of the law firm and attorney; (b) a copy of the proposed written agreement between the Association and the law firm and/or attorney; (c) a narrative summary of the types of costs, expenses, fees, or other charges that may be required to be paid by the Association; (d) the conditions upon which such types of

costs, expenses, fees, or other charges are required to be paid by the Association; (e) an estimate of the costs, expenses, fees, or other charges that may be required to be paid by the Association if the conditions for payment occur, which estimate shall be expressed as a range for each type of cost, expense, fee, or other charge; and (f) a description of the process the law firm and/or attorney will use to evaluate the Claim and whether destructive testing will be required (i.e., the removal of all or portions of the Common Area or Improvements on the Property). If destructive testing will be required or is likely to occur, the notice shall include a description of the destructive testing, likely locations of the destructive testing, whether the Owner's use of their Lots, Condominium Units or the Common Area will be affected by such testing, and if the destructive testing occurs the means or method the Association will use to repair the Common Area or Improvements affected by such testing and the estimated costs thereof. The notice required by this paragraph must be prepared and signed by a person other than the law firm or attorney who is a party to the proposed agreement being approved by the Members. In the event Members holding eighty percent (80%) of the votes in the Association approve the law firm and/or attorney who will prosecute the Claim and the written agreement between the Association and the law firm and/or attorney, the Board shall have the authority to engage the law firm and/or attorney and enter into the written agreement approved by the Members.

11.3.2 Provide Notice of the Inspection. As provided in *Section 11.3.3* below, a Common Area Report is required which is a written inspection report issued by the Inspection Company. Before conducting an inspection that is required to be memorialized by the Common Area Report, the Association must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each Respondent which notice shall identify the Inspection Company preparing the Common Area Report, the specific Common Areas to be inspected, and the date and time the inspection will occur. Each Respondent may attend the inspection, personally or through an agent.

11.3.3 Obtain a Common Area Report.

The requirements related to the Common Area Report set forth in this Section 11.3.3 are intended to provide assurance to the Claimant, Respondent, and the Owners that the substance and conclusions of the Common Area Report and recommendations are not affected by influences that may compromise the professional judgement of the party preparing the Common Area Report, and to avoid circumstances which would create the appearance that the professional judgment of the party preparing the Common Area Report is compromised.

Obtain a written independent third-party report for the Common Area (the "Common Area Report") from a professional engineer licensed by the Texas Board of Professional Engineers with an office located in Harris County, Texas (the "Inspection Company"). The Common Area Report must include: (i) a description with photographs of the Common Area subject to the Claim; (ii) a description of the present physical condition of the Common Area subject to the Claim; (iii) a detailed description of any modifications, maintenance, or repairs to the Common Area performed by the Association or a third-party, including any Respondent; and (iv) specific

and detailed recommendations regarding remediation and/or repair of the Common Area subject to the Claim. For the purpose of subsection (iv) of the previous sentence, the specific and detailed recommendations must also include the specific process, procedure, materials, and/or improvements necessary and required to remediate and/or repair the deficient or defective condition identified in the Common Area Report and the estimated costs necessary to effect such remediation and/or repairs. The estimate of costs required by the previous sentence shall be obtained from third-party contractors with an office located in Harris County, Texas, and each such contractor providing the estimate must hold all necessary or required licenses from the Texas Department of Licensing and Regulation or otherwise required by Applicable Law for the work to which the cost estimate relates.

The Common Area Report must be obtained by the Association. The Common Area Report will not satisfy the requirements of this *Section 11.3.3* and is not an "independent" report if: (a) the Inspection Company has an arrangement or other agreement to provide consulting and/or engineering services with the law firm or attorney that presently represents the Association or proposes to represent the Association; (b) the costs and expenses for preparation of the Common Area Report are not required to be paid directly by the Association to the Inspection Company at the time the Common Area Report is finalized and delivered to the Association; or (c) the law firm or attorney that presently represents the Association or proposes to represent the Association has agreed to reimburse (whether unconditional or conditional and based on the satisfaction of requirements set forth in the Association's agreement with the law firm or attorney) the Association for the costs and expenses for preparation of the Common Area Report. For avoidance of doubt, an "independent" report means that the Association has independently contracted with the Inspection Company on an arms-length basis based on customary terms for the preparation of engineering reports and that the Association will directly pay for the report at the time the Common Area Report is finalized and delivered to the Association.

11.3.4 Provide a Copy of Common Area Report to all Respondents and Owners. Upon completion of the Common Area Report, and in any event no later than three (3) days after the Association has been provided a copy of the Common Area Report, the Association will provide a full and complete copy of the Common Area Report to each Respondent and to each Owner. The Association shall maintain a written record of each Respondent and Owner who was provided a copy of the Common Area Report which will include the date the report was provided. The Common Area Report shall be delivered to each Respondent by hand-delivery and to each Owner by mail.

11.3.5 Provide a Right to Cure Defects and/or Deficiencies Noted on Common Area Report. Commencing on the date the Common Area Report has been completed and continuing for a period of ninety (90) days thereafter, each Respondent shall have the right to: (i) inspect any condition identified in the Common Area Report; (ii) contact the Inspection Company for additional information necessary and required to clarify any information in the Common Area Report; and (iii) correct any condition identified in the Common Area Report. As

provided in *Section 8.11* above, the Declarant has an easement throughout the Property for itself, and its successors, assigns, architects, engineers, other design professionals, each Homebuilder, other builders, and general contractors that may be utilized during such ninety (90) day period and any additional period needed thereafter to correct a condition identified in the Common Area Report.

11.3.6 Hold Owner Meeting and Obtain Approval. In addition to obtaining approval from Members for the terms of the attorney or law firm engagement agreement, the Association must obtain approval from Members holding eighty percent (80%) of the votes in the Association to provide the Notice described in *Section 11.5*, initiate the mandatory dispute resolution procedures set forth in this *Article 11*, or take any other action to prosecute a Claim, which approval from Members must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (ii) a copy of the Common Area Report; (iii) a copy of any engagement letter between the Association and the law firm and/or attorney selected by the Association to assert or provide assistance with the Claim; (iv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which the Association may be liable as a result of prosecuting the Claim; (v) a summary of the steps previously taken by the Association to resolve the Claim; (vi) a statement that initiating the lawsuit or arbitration proceeding to resolve the Claim may affect the market value, marketability, or refinancing of a Lot or Condominium Unit while the Claim is prosecuted; and (vii) a description of the manner in which the Association proposes to fund the cost of prosecuting the Claim. The notice required by this paragraph must be prepared and signed by a person who is not (a) the attorney who represents or will represent the Association in the Claim; (b) a member of the law firm of the attorney who represents or will represent the Association in the Claim; or (c) employed by or otherwise affiliated with the law firm of the attorney who represents or will represent the Association in the Claim. In the event Members approve providing the Notice described in *Section 11.5*, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

11.4 Claims by Owners Prohibited. Pursuant to *Section 11.3* above, an Owner does not have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area. In the event that a court of competent jurisdiction or arbitrator determines that an Owner does have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area, such Owner shall be required, since a Claim affecting the Common Area could affect all Owners, as a precondition to providing the Notice defined in *Section 11.5*, initiating the mandatory dispute resolution procedures set forth in this *Article 11*, or taking any other action to prosecute a Claim, to comply

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with the requirements imposed by the Association in accordance with *Section 11.3.2* (Provide Notice of Inspection), *Section 11.3.3* (Obtain a Common Area Report), *Section 11.3.4* (Provide a Copy of Common Area Report to all Respondents and Owners), *Section 11.3.5* (Provide Right to Cure Defects and/or Deficiencies Noted on Common Area Report), *Section 11.3.6* (Owner Meeting and Approval), and *Section 11.5* (Notice).

11.5 Notice. Claimant must notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Restrictions or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this *Section 11.5*. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in *Section 11.6* below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with *Section 11.6*, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. *Section 11.6* does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred twenty (120) day period for mediation set forth in *Section 11.7* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 11.7* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) if the Claim relates to the design or construction of the Common Area, a true and correct copy of the Common Area Report and any and all other reports, studies, analyses, and recommendations obtained by the Association related to the Common Area; (b) a copy of any engagement letter between the Association and the law firm and/or attorney selected by the Association to assert or provide assistance with the Claim; (c) if the Claim relates to the design or construction of the Common Area, reasonable and credible evidence confirming that Members holding eighty percent (80%) of the votes in the Association approved the law firm and attorney and the written agreement between the Association and the law firm and/or attorney in accordance with *Section 11.3.1*; (d) a true and correct copy of the special meeting notice provided to Members in accordance with *Section 11.3.6* above; and (e) reasonable and credible evidence confirming that Members holding eighty percent (80%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and pertains to the Common Areas, the Notice will also include a true and correct copy of the Common Area Report. If the Claimant is not the Association and relates to the design or construction of Improvements on a Lot or Condominium Unit, the Notice will also include a true and correct copy of the Owner Improvement Report.

11.6 Negotiation. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after

Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property.

11.7 Mediation. If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent will submit the Claim to mediation in accordance with this *Section 11.7*. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, Respondent or Claimant may initiate arbitration proceedings in accordance with *Section 11.8*.

11.8 Binding Arbitration-Claims. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 11.8*.

11.8.1 Governing Rules. If a Claim has not been resolved after mediation in accordance with *Section 11.7*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 11.8* and the American Arbitration Association (the "AAA") Construction Industry Arbitration Rules and Mediation Procedures and, if applicable, the rules contained in the AAA Supplementary Procedures for Consumer Related Disputes, as each are supplemented or modified by the AAA (collectively, the Construction Industry Arbitration Rules and Mediation Procedures and AAA Supplementary Procedures for Consumer Related Disputes are referred to herein as the "AAA Rules"). In the event of any inconsistency between the AAA Rules and this *Section 11.8*, this *Section 11.8* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment or enforced in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

- (i) One arbitrator shall be selected by Respondent, in its sole and absolute discretion;
- (ii) One arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and

(iii) One arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

11.8.2 Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 11.8* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

11.8.3 Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 11.8*.

11.8.4 Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with Applicable Law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this *Section 11.8* and subject to *Section 11.9* below; provided, however, attorney's fees and costs may not be awarded by the arbitrator to either Claimant or Respondent. In addition, for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code, except that the arbitrator may not award attorney's fees and/or costs to their Claimant or Respondent. In all arbitration proceedings, the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on: (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of Applicable Law; or (iv) a cause of action or remedy not expressly provided under Applicable Law. In no event may an arbitrator award speculative, special, exemplary, treble, or punitive damages for any Claim.

11.8.5 Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred eighty (180) days of the filing of the Claim for arbitration. Arbitration proceedings hereunder shall be conducted in Harris County, Texas. Unless otherwise provided by this *Section 11.8*, the arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil

Procedure and Applicable Law. Claimant and Respondent agree to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law. In no event shall Claimant or Respondent discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

11.9 Allocation of Costs. Notwithstanding any provision in this Master Covenant to the contrary, each party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

11.10 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

11.11 Period of Limitation.

11.11.1 For Actions by an Owner or Resident. The exclusive period of limitation for any of the Parties to bring any Claim, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner or Resident discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design, four (4) years and one (1) day from the date that the Owner or Resident discovered or reasonably should have discovered evidence of the Claim; or (iii) the applicable statute of limitations for such Claim. In the event that a court of competent jurisdiction determines that an Owner does have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area, the exclusive period of limitation for a Claim of construction defect or defective design of the Common Areas, shall be the earliest of: (a) two (2) years and one (1) day from the date that the Owner or the Association discovered or reasonably should have discovered evidence of the Claim; or (b) the applicable statute of limitations for such Claim. In no event shall this *Section 11.11.1* be interpreted to extend any period of limitations.

11.11.2 For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of the Common Areas, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Association or its manager, board members, officers or agents discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design of the Common Areas, four (4) years and one (1) day from the date that the Association or its manager, board members, officers or agents discovered or reasonably should have discovered

EXHIBIT "A"

DESCRIPTION OF PROPERTY

**Tracts 1-4
DESCRIPTION OF
383.484 ACRES**

Being 383.484 acre of land located in the Thomas Choate League, Abstract 12, the Thomas Toby Survey, Abstract 793, and the Robert Wilson Survey, Abstract 88, Harris County, Texas, being out of Block 1, Lot 1, Block 5, Lots 1, 2, 10, 11, and 12, Block 6, Lots 4, 5, 6, 7, and 8, Block 7, Lots 7, 8, 9, & 10, Block 8, Lots 11 and 12, Pecan Road (60' wide unimproved), Jasmine Avenue (60' wide unimproved), and Orange Avenue of Webster Outlots, a subdivision of record under Volume 67, Page 197 of the Deed Records of Harris County, (H.C.D.R.), also being out of Block 9, Lots 1 and 12 of Sherman Place, a subdivision of record under Volume 69, Page 231, of the Harris County Map Records (H.C.M.R.), more particularly being a portion of the residue of that certain called 474.9065 acre tract, 39.7186 acre tract, and 1.50 acre tract described in the deed to Southbrook Corporation by an instrument of record in File Number N852137, of the Official Public Records of Real Property of said Harris County, Texas, (H.C.O.P.R.R.P.), a portion of that certain called 1.9767 acre tract described in the deed to Southbrook Corporation by an instrument of record in File Number S780626, H.C.O.P.R.R.P., and a portion of that certain called 9.545 acre tract described in the deed to Southbrook Corporation by an instrument of record in File Number T217869, H.C.O.P.R.R.P., said 383.484 acre tract being more particularly described in four (4) parts by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83);

Tract 1 – 351.046 Acres

BEGINNING at a 5/8-inch iron rod with cap stamped "CHERRY ENOR" found marking the southwest corner of that certain called 17.773 acre tract described in the deed to Baybrook Municipal Utility District No. 1 by an instrument of record in File Number P621463, H.C.O.P.R.R.P., said point lying on the north right-of-way line of Farm to Market Road 528 (F.M. 528) (width) as described in by instruments in File Numbers R070017 and R249492, H.C.O.P.R.R.P., same being the south line of said 474.9065 acre tract;

Thence, along the north right-of-way line of said F.M. 528 and the south line of said 474.9065 acre tract the following five (5) courses:

South 81° 12' 09" West, 1,405.22 feet to a point for corner, the beginning of a curve, from which an aluminum disk stamped "SDHP HORIZONTAL CONTROL" bears North 18° 39' 32" East, 0.43 feet;

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549.98 feet along the arc of a non-tangent curve to the right, having a radius of 11,399.16 feet, a central angle of 02° 45' 52", and a chord which bears South 82° 37' 28" West, 549.93 feet to a 5/8-inch iron rod found marking the beginning of a reverse curve;

279.31 feet along the arc of a non-tangent curve to the left, having a radius of 5,789.58 feet, a central angle of 02° 45' 51", and a chord which bears South 82° 35' 53" West, 279.28 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS RPLS4464" found for corner;

South 81° 12' 57" West, 292.11 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS RPLS4464" found for corner, the beginning of a curve;

61.86 feet along the arc of a tangent curve to the left, having a radius of 5,789.58 feet, a central angle of 00° 36' 44", and a chord which bears South 80° 54' 35" West, 61.86 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS RPLS4464" found for corner, said point lying on the east line of Heritage Park Section Four, a subdivision of record in Volume 239, Page 148, H.C.M.R.;

Thence, North 03° 11' 22" West, along the east line of said Heritage Park Section Four and a west line of the aforementioned 474.9065 acre tract, 2,636.93 feet to a 1/2-inch iron rod found for corner;

Thence, North 48° 19' 59" West, along the east line of said Heritage Park Section Four and the east line of Heritage Park Section Five, a subdivision of record in Volume 254, Page 147 H.C.M.R., same being the southwesterly line of the aforementioned 39.7186 acre tract and the aforementioned Sherman Place, 2,052.94 feet to a 5/8-inch iron rod with cap stamped "TERRA SURVEYING" found marking the north corner of Unrestricted Reserve "C: of said Heritage Park Section Five, same being the west corner of said 39.7186 acre tract, said point lying on the south right-of-way line of Bay Area Boulevard (width varies);

Thence, North 41° 39' 08" East, along the southerly right-of-way line of said Bay Area Boulevard and the northerly line of said 39.7186 acre tract, 670.99 feet to a 3/4-inch iron pipe found for corner, the beginning of a curve;

Thence, 566.92 feet continuing along said common line and along the arc of a non-tangent curve to the right, having a radius of 1,950.00 feet, a central angle of 16° 39' 27", and a chord which bears North 49° 55' 05" East, 564.93 feet to a 1/2-inch iron rod found for the west corner of that certain called 0.0286 acre tract described as Parcel 19 in the deed to County of Harris by an instrument of record in File Number 20140158478, H.C.O.P.R.R.P.;

Thence, South 85° 25' 21" East, along the south line of said Parcel 19, 82.00 feet to the southeast corner of said Parcel 19, from which a 5/8-inch iron rod (bent) bears North 13° 19' 54" East, 0.22 feet;

Thence, North 48° 06' 02" West, along the easterly line of said Parcel 19, 49.91 feet to a 1/2-inch iron rod with cap stamped "JAG ENG RPLS 5945" found for corner, the beginning of a non-tangent curve;

Thence, 31.60 feet along the southerly right-of-way line of said Bay Area Boulevard and the northerly line of said 39.7186 acre tract and the arc of a non-tangent curve to the right, having a radius of 1,950.00 feet, a central angle of 00° 55' 43", and a chord which bears North 60° 14' 23" East, 31.60 feet to a 1-inch iron pipe found marking the west corner of that certain called 0.1287 acre tract described as Parcel 20 in the deed to County of Harris by an instrument of record in File Number 20140158479, H.C.O.P.R.R.P.;

Thence, South 48° 06' 02" East, along the west line of said Parcel 20, 50.45 feet to a 1/2-inch iron rod with cap stamped "JAG ENG RPLS 5945" found marking the southwest corner of said Parcel 20;

Thence, North 61° 09' 51" East, along the south line of said Parcel 20, 95.34 feet to a 5/8-inch iron rod with cap stamped "BASELINE CORP" found marking the southeast corner of said Parcel 20;

Thence, North 08° 05' 32" East, along the east line of said Parcel 20, 54.32 feet to a 1/2-inch iron rod with cap stamped "JAG ENG RPLS 5945" found marking the northeast corner of said Parcel 20, the beginning of a non-tangent curve;

Thence, 334.72 feet along the southerly right-of-way line of said Bay Area Boulevard and along the arc of a non-tangent curve to the right, having a radius of 1,950.00 feet, a central angle of 09° 50' 06", and a chord which bears North 69° 52' 25" East, 334.31 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS RPLS4464" found marking the northwest corner of that certain called 15.9751 acre tract described in the deed to Baybrook Municipal Utility District No. 1 by an instrument of record under File Number 20110356806, H.C.O.P.R.R.P.;

Thence, along a southerly line of said 15.9751 acre tract the following five (5) courses:

South 03° 10' 36" East, 27.30 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS RPLS4464" found for corner, the beginning of a curve;

294.01 feet along the arc of a tangent curve to the left, having a radius of 375.00 feet, a central angle of 44° 55' 17", and a chord which bears South 25° 38' 13" East, 286.54 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS RPLS4464" found for corner;

South 48° 05' 51" East, 1,571.56 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS RPLS4464" found for corner, the beginning of a curve;

353.73 feet along the arc of a tangent curve to the left, having a radius of 375.00 feet, a central angle of 54° 02' 45", and a chord which bears South 75° 07' 16" East, 340.76 feet to a 5/8-inch iron rod found for corner;

North 77° 51' 21" East, 1,301.23 feet to a 5/8-inch iron rod found marking the northwest corner of the aforementioned 17.773 acre tract, the beginning of a curve;

Thence, along a westerly line of said 17.773 acre tract the following six (6) courses:

543.16 feet along the arc of a tangent curve to the right, having a radius of 510.00 feet, a central angle of 61° 01' 15", and a chord which bears South 71° 38' 02" East, 517.85 feet to a 5/8-inch iron rod found for corner;

South 41° 07' 19" East, 1,777.61 feet to a point for corner, the beginning of a curve, from which a 5/8-inch iron rod bears North 71° 03' 58" East, 0.24 feet;

156.99 feet along the arc of a tangent curve to the right, having a radius of 100.00 feet, a central angle of 89° 56' 55", and a chord which bears South 03° 50' 58" West, 141.36 feet to a point for corner, from which a 5/8-inch iron rod bears South 88° 47' 40" East, 0.25 feet;

South 48° 50' 08" West, 2,077.30 feet to a 5/8-inch iron rod found for corner, the beginning of a curve;

472.15 feet along the arc of a tangent curve to the left, having a radius of 469.62 feet, a central angle of 57° 36' 14", and a chord which bears South 20° 01' 43" West, 452.51 feet to a 5/8-inch iron rod found for corner;

South 08° 46' 23" East, 127.23 feet to the POINT OF BEGINNING and containing 351.046 acres of land.

SAVE AND EXCEPT - 0.0574 Acres

Being 0.0574 acre (2,500 square feet) of land located in the Thomas Toby Survey, Abstract 793, more particularly being all of that certain called 0.0574 acre tract described in the deed to Baybrook Municipal Utility District No. 1 by an instrument of record in File Number 20080168410, of the Official Public Records of Real Property of said Harris County, Texas, (H.C.O.P.R.R.P.);

BEGINNING at a 5/8-inch iron rod with cap stamped "CL DAVIS RPLS4464" found marking the northwest corner of said 0.0574 acre tract;

Thence, North 86° 29' 57" East, along the north line of said 0.0574 acre tract, 50.00 feet to a 5/8-inch iron rod with cap stamped "TERRA SURVEYING" found marking the northeast corner of said 0.0574 acre tract;

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Thence, South 03° 11' 22" East, along the east line of said 0.0574 acre tract, 50.00 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS RPLS4464" found marking the southeast corner of said 0.0574 acre tract;

Thence, South 86° 29' 57" West, along the south line of said 0.0574 acre tract, 50.00 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS RPLS4464" found marking the southwest corner of said 0.0574 acre tract;

Thence, North 03° 11' 22" West, along the west line of said 0.0574 acre tract, 50.00 feet to the POINT OF BEGINNING and containing 0.0574 acre (2,500 square feet) of land.

Tract 2 – 5.855 Acres

BEGINNING at a 5/8-inch iron rod (bent) found marking the southwest corner of that certain called 11 acre tract described in the deed to Dolhar Enterprises, Inc. by an instrument of record in File Number K648848, H.C.O.P.R.R.P., same being the southeast corner of the aforementioned 474.9065 acre tract, said point lying on the north right-of-way line of the aforementioned F.M. 528;

Thence, South 81° 12' 09" West, along the south line of said 474.9065 acre tract and north right-of-way line of said F.M. 528, 720.18 feet to the southeast corner of the aforementioned 17.773 acre tract, from which a 5/8-inch iron rod with cap stamped "CHERRY ENOR" bears South 27° 00' 25" East, 0.33 feet;

Thence, North 08° 46' 23" West, departing said common line and along an easterly line of said 17.773 acre tract, 127.16 feet to a point for corner, the beginning of a curve, from which a 5/8-inch iron rod bears North 10° 51' 52" East, 0.25 feet;

Thence, 361.96 feet continuing along an easterly line of said 17.773 acre tract and along the arc of a tangent curve to the right, having a radius of 360.00 feet, a central angle of 57° 36' 31", and a chord which bears North 20° 01' 53" East, 346.91 feet to a 5/8-inch iron rod found for corner;

Thence, North 48° 50' 08" East, continuing along an easterly line of said 17.773 acre tract, 174.96 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS RPLS4464" found for the west corner of that certain called Director's Lot 5 described in the deed to David Martin by an instrument of record in File Number RP-2017-299202, H.C.O.P.R.R.P.;

Thence, South 41° 12' 50" East, along the westerly lines of said Director's Lot 5, that certain called Director's Lot 4 described in the deed to Debra Greenwood-Sharp by an instrument of record in File Number RP-2022-88793, H.C.O.P.R.R.P., that certain called Director's Lot 3 described in the deed to Mark Hardy by an instrument of record in File Number X837682, H.C.O.P.R.R.P., that certain called Director's Lot 2 described in the deed to Burdett Keeland by an instrument of record in File Number 20120397921, H.C.O.P.R.R.P., and that certain called Director's Lot 1 described in the deed to Ursalla Kelly by an instrument of record in File Number

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RP-2022-57896, H.C.O.P.R.R.P., 250.00 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS RPLS4464" found for the south corner of said Director's Lot 1;

Thence, North 48° 48' 15" East, along the south line of said Director's Lot 1, 100.00 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS RPLS4464" found for the east corner of said Director's Lot 1, said point lying on the west line of the aforementioned 11 acre tract and an easterly line of the aforementioned 474.9065 acre tract;

Thence, South 41° 12' 50" East, along said common line, 410.12 feet to a 1/2-inch iron rod with cap stamped "SURVEY 1" found for corner;

Thence, South 48° 50' 00" West, continuing along said common line, 39.34 feet to the POINT OF BEGINNING and containing 5.855 acres of land.

Tract 3 – 8.205 Acres

BEGINNING at a 5/8-inch iron rod with cap stamped "CL DAVIS RPLS4464" found for the south corner of that certain called 1.3418 acre tract described in the deed to City of Webster by an instrument of record in File Number RP-2017-447473, H.C.O.P.R.R.P., same being the northwest corner of that certain called 0.933 acre tract described in the deed to City of Webster by an instrument of record in File Number RP-2018-422931, H.C.O.P.R.R.P., said point lying at the intersection of the westerly right-of-way line of Genesis Drive (width varies) and the southeasterly line of the aforementioned 474.9065 acre tract;

Thence, South 48° 49' 02" West, departing the westerly right-of-way line of said Genesis Drive and along the southeasterly line of said 474.9065 acre tract, same being the northwesterly line of that certain called 8.55 acre tract described in the deed to Herbert S. Kobayashi by an instrument of record in File Number T590326, H.C.O.P.R.R.P., 573.45 feet to east corner of the aforementioned 17.773 acre tract, from which a 5/8-inch iron rod bears South 07° 46' 20" West, 0.28 feet;

Thence, North 41° 07' 19" West, departing said common line and along an easterly line of said 17.773 acre tract, 630.63 feet to an easterly interior corner of said 474.9065 acre tract, from which a 1-inch iron pipe bears South 76° 13' 02" West, 0.45 feet;

Thence, North 48° 54' 46" East, departing the easterly line of said 17.773 acre tract and along an easterly line of said 474.9065 acre tract, same being the south right-of-way line of Jasmin Avenue (60' wide) as shown on the aforementioned Webster Outlots, 475.65 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS RPLS4464" found for the northwest corner of the aforementioned 1.3418 acre tract, the beginning of a curve;

Thence, 152.95 feet along the west line of said 1.3418 acre tract same being the westerly right-of-way line of the aforementioned Genesis Drive and the arc of a non-tangent curve to the right, having a radius of 132.00 feet, a central angle of 66° 23' 23", and a chord which bears South

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80° 10' 08" East, 144.54 feet to a 5/8-inch iron rod with cap stamped "WILSON SURVEY GROUP" found for corner;

Thence, South 46° 58' 24" East, continuing along said common line, 66.75 feet to a 5/8-inch iron rod with cap stamped "WILSON SURVEY GROUP" found for corner;

Thence, South 41° 06' 56" East, continuing along said common line, 451.08 feet to the POINT OF BEGINNING and containing 8.205 acres of land.

Tract 4 – 18.435 Acres

BEGINNING at a 1/2-inch iron rod with cap stamped "WAI" found marking the south corner of Lot 1 of Amending Plat Southbrook Commons Section One, a subdivision of record in Film Code Number 686343, H.C.M.R., said point lying on the northerly right-of-way line of the aforementioned Jasmine Avenue and southerly line of the aforementioned 9.545 Southbrook Corporation Tract;

Thence, South 48° 53' 18" West, along said common line, 573.45 feet to a 5/8-inch iron rod found marking the south corner of said 9.545 acre tract, said point lying on the easterly line of the aforementioned 17.773 acre tract;

Thence, North 41° 07' 18" West, departing the northerly right-of-way line of said Jasmine Avenue and along the easterly line of said 17.773 acre tract and a westerly line of said 9.545 acre tract, 1,336.07 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS RPLS4464" found for corner, the beginning of a curve;

Thence, 249.05 feet along the easterly line of said 17.773 acre tract and the arc of a tangent curve to the left, having a radius of 660.00 feet, a central angle of 21° 37' 14", and a chord which bears North 51° 56' 01" West, 247.58 feet to a 5/8-inch iron rod found marking the north corner of said 17.773 acre tract, said point lying on the southerly line of the aforementioned 15.9751 acre Baybrook Municipal Utility District No. 1 tract;

Thence, North 77° 51' 21" East, along the south line of said 15.9751 acre tract, 708.70 feet to a 1/2-inch iron rod with cap stamped "WAI" found marking the northwest corner of Restricted Reserve "A" of said Amending Plat Southbrook Commons Section One;

Thence, South 41° 07' 03" East, departing the south line of said 15.9751 acre tract and along the west line of said Restricted Reserve "A" and the aforementioned Lot 1 of said Amending Plat Southbrook Commons Section One, 1,236.01 feet to the POINT OF BEGINNING and containing 18.435 acres of land.

Tract 4A

Easement Estate created in that certain Storm Water Detention Easement Agreement by and between SOUTHBROOK CORPORATION, a Texas corporation and COSTCO WHOLESALE CORPORATION, filed April 13, 2018, under Clerk's File No. RP-2018-158536 in the Official Public Records of Real Property in Harris County, Texas.

Tracts 5-7
DESCRIPTION OF
449.08 ACRES

Being 449.08 acres of land located in the Thomas Choate League, Abstract 12, the Thomas Toby Survey, Abstract 793, the Robert Wilson Survey, Abstract 88, and the John Dickinson Survey, Abstract 15, Harris County, Texas, being out of Block 1, Lots 1, 2, 3, 4, 5, 6, 9, and 10, Block 2, Lot 1, Block 5, Lots 8, 9, and 10, Pecan Road (60' wide unimproved), and Wilson Road (60' wide unimproved) of Webster Outlots, a subdivision of record under Volume 67, Page 197 of the Deed Records of said Harris County, Texas, (H.C.D.R.), and out of Block 12 of Sherman Place, a subdivision of record under Volume 69, Page 231, H.C.D.R., more particularly being a portion of the residue of that certain called 196.3496 acre tract, a portion of the residue of that certain called 122.2444 acre tract described as Tract 2, a portion of the residue of that certain called 135.2251 acre tract, a portion of the residue of that certain called 15.1500 acre tract described as Tract 3, and all of that certain called 9.5648 acre tract described as Tract 4 in the deed to Clearfield Realty, Inc. by an instrument of record in File Number J171863 of the Official Public Records of Real Property of said Harris County, Texas, (H.C.O.P.R.R.P.), said 449.08 acre tract being more particularly described in three (3) parts by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83);

Tract 1 – 220.03 Acres

BEGINNING at a 5/8-inch iron rod with cap stamped "CL DAVIS" found marking the northwest corner of said 122.2444 acre tract, same being the northeast corner of that certain called 2.672 acre tract described in the deed to Houston Lighting & Power Company by an instrument of record in File Number F336213, H.C.O.P.R.R.P., said point lying on the south right-of-way line of Farm to Market Road 528 (F.M. 528) (120 feet wide) as described in File Numbers R070017 and R249492, H.C.O.P.R.R.P.;

Thence, along the south right-of-way line of said F.M. 528 the following four (4) courses:

North 81° 12' 48" East, 9.50 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for corner, the beginning of a curve;

273.53 feet along the arc of a tangent curve to the right, having a radius of 5,669.58 feet, a central angle of 02° 45' 51", and a chord which bears North 82° 35' 43" East, 273.50 feet to a 5/8-inch iron rod found for corner, the beginning of a reverse curve;

555.74 feet along the arc of a tangent curve to the left, having a radius of 11,519.16 feet, a central angle of 02° 45' 51", and a chord which bears North 82° 35' 44" East, 555.68 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for corner;

North 81° 12' 48" East, 1,405.38 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for corner on the west line of that certain called 17.557 acre tract described in the deed to Baybrook Municipal Utility District No. 1 by an instrument of record in File Number T737635, H.C.O.P.R.R.P.;

Thence, South 08° 46' 00" East, departing the south right-of-way line of said F.M. 528 and along the west line of said 17.557 acre tract, 1,102.03 feet to 5/8-inch iron rod found for an angle point;

Thence, South 00° 25' 35" East, continuing along the west line of said 17.557 acre tract, 2,382.14 feet to a 5/8-inch iron rod found marking the southwest corner of said 17.557 acre tract, said point lying on the south line of the aforementioned 135.2251 acre tract, common to the north line of that certain called 5.628 acre tract described in the deed to Houston Lighting & Power Company by an instrument of record in File Number F336215, H.C.O.P.R.R.P.;

Thence, South 84° 48' 53" West, along said common line, 1,400.04 feet to a 3/4-inch iron pipe found for an angle point;

Thence, South 85° 10' 48" West, continuing along said common line, 563.12 feet to a 5/8-inch iron rod found marking the most southerly southwest corner of said 135.2251 acre tract, same being the northwest corner of said 5.628 acre tract, and the northeast corner of that certain called 1.817 acre tract described in the deed to Houston Lighting & Power Company by an instrument of record in File Number E413297, H.C.O.P.R.R.P.;

Thence, North 48° 13' 19" West, continuing along the south line of said 135.2251 acre tract, common to the north line of said 1.817 acre tract, and a north line of that certain called 6.822 acre tract described in the deed to Houston Lighting & Power Company by an instrument of record in File Number F336215, H.C.O.P.R.R.P., 2,245.68 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for the west corner of said 135.2251 acre tract common to an angle corner on the east line of said 6.822 acre tract;

Thence, North 41° 06' 11" East, along the west line of said 135.2251 acre tract, and the east line of said 6.822 acre tract, common with the west line of the aforementioned 122.2444 acre tract, 1,498.06 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" (disturbed) found marking a common angle corner of said 122.2444 acre tract and said 6.822 acre tract;

Thence, North 02° 57' 32" West, continuing along said common line, 338.43 feet to the northeast corner of said 6.822 acre tract and a northwesterly corner of said 122.2444 acre tract,

said point lying on the south line of the aforementioned 2.672 acre tract, from which a 5/8-inch iron rod with cap stamped "CL DAVIS" bears South 46°39'44" East, 0.24 feet;

Thence, North 86° 58' 32" East, along the south line of said 2.672 acre tract common to a north line of said 122.2444 acre tract, 274.75 feet to a 5/8-inch iron rod with cap (illegible) found for the southeast corner of said 2.672 acre tract, common to an interior angle corner of said 122.2444 acre tract;

Thence, North 02° 57' 58" West, along the east line of said 2.672 acre tract, common to a west line of said 122.2444 acre tract, 345.08 feet to the POINT OF BEGINNING and containing 220.03 acres of land.

Tract 2 – 43.51 Acres

BEGINNING at a 1-inch iron pipe found marking the east corner of the aforementioned 9.5648 acre tract, said point lying on the southwest line of Lot 1 Block 1 of Gardens At Challenger Park, a subdivision of record under Film Code Number 615026, of the Map Records of Harris County, Texas (H.C.M.R.), and on a westerly line of that certain tract described in the deed to DJH Ranching LP by an instrument of record in File Number RP-2017-450205, H.C.O.P.R.R.P.;

Thence, South 48° 52' 10" West, departing the southwest line of said Gardens At Challenger Park and along a southerly line of said 9.5648 acre tract common to a westerly line of said DJH Ranching LP tract, 386.24 feet to a 1-inch iron pipe found for corner;

Thence, South 00° 55' 08" East, continuing along said common line, 39.77 feet to a 1-inch iron pipe found for corner;

Thence, South 48° 49' 53" West, continuing along said common line, 242.92 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found marking the south corner of said 9.5648 acre tract, said point lying on an east line of the aforementioned 122.2444 acre tract;

Thence, South 40° 50' 07" East, along the east line of said 122.2444 acre tract common to a westerly line of said DJH Ranching LP tract, 283.21 feet to 1-inch iron pipe found in the west right-of-way line of West Nasa Boulevard;

Thence, South 00° 26' 08" East, along the west right-of-way line of said West Nasa Boulevard, common to the east line of said 122.2444 acre tract, and the east line of the aforementioned 135.2251 acre tract, 1,427.25 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found marking the most easterly northeast corner of the aforementioned 17.557 acre Baybrook Municipal Utility District No. 1 tract;

Thence, South 84° 48' 25" West, departing the west right-of-way line of said West Nasa Boulevard and along a north line of said 17.557 acre tract, 502.58 feet to a 5/8-inch iron found for corner, the beginning of a curve;

Thence, along an east line of said 17.557 acre tract, the following three (3) courses:

165.40 feet along the arc of a tangent curve to the right, having a radius of 100.00 feet, a central angle of 94° 46' 02", and a chord which bears North 47° 48' 36" West, 147.18 feet to a 5/8-inch iron rod found for corner;

North 00° 25' 35" West, 2,084.67 feet to a 5/8-inch iron rod found for corner;

North 08° 46' 00" West, 1,115.59 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found on the south right-of-way line of the aforementioned F.M. 528;

Thence, North 81° 12' 48" East, along the south right-of-way line of said F.M. 528, 532.36 feet to a chiseled "X" found marking the northwest corner of that certain called 1.1479 acre tract described in the deed to SRP International, Inc. by an instrument of record in File Number 20080539110, H.C.O.P.R.R.P., said point lying on an east line of the aforementioned 122.2444 acre tract;

Thence, South 48° 38' 57" West, departing the south right-of-way line of said F.M. 528 and along the east line of said 122.2444 acre tract, common to the west line of said 1.1479 acre tract, 398.94 feet to a 1/2-inch iron rod found marking an interior angle corner of said 122.2444 acre tract, same being the west corner of said 1.1479 acre tract, common to the west corner of Lot 2 of Restoring Hope IFC, a subdivision of record under Film Code Number 696782, H.C.M.R.;

Thence, South 41° 17' 00" East, along the east line of said 122.2444 acre tract, common to the west line of said Lot 2 of Restoring Hope IFC, at 670.58 feet passing a 1/2-inch iron rod with cap stamped "JKC" found 0.22 feet right of line marking the south corner of said Lot 2 and the northwest corner of the aforementioned Lot 1 Block 1 of Gardens at Challenger Park, continuing along the west line of said Lot 1 and the east line of the aforementioned 9.5648 acre tract a total distance of 1,281.59 feet to the POINT OF BEGINNING and containing 43.51 acres of land.

Tract 3 – 185.54 Acres

BEGINNING at a 5/8-inch iron rod with cap stamped "CHERRY ENG." found marking the northwest corner of the aforementioned 196.3496 acre tract, same being the northeast corner of Restricted Reserve "E" of Friendswood Oaks Section Two, a subdivision of record under Film Code Number 597156, H.C.M.R., said point lying on the south line of the aforementioned 1.817 acre Houston Lighting & Power Company Tract;

Thence, South 48° 13' 19" East, along the south line of said 1.817 acre tract, common to the north line of said 196.3496 acre tract, 300.60 feet to a 1-inch iron pipe found for an angle point for said 196.3496 acre tract, same being the southeast corner of said 1.817 acre tract, common to the southwest corner of the aforementioned 5.628 acre Houston Lighting & Power Company Tract;

Thence, North 85° 10' 48" East, along the north line of said 196.3496 acre tract, common to the south line of said 5.628 acre tract, 597.83 feet to a common angle point of said 196.3496 acre tract and said 5.628 acre tract, from which a found 1-inch iron pipe bears North 41° 50' 51" East, 0.46 feet;

Thence, North 84° 48' 53" East, continuing along said common line, 2,176.26 feet to a 5/8-inch iron rod found for corner on the west right-of-way line of Grissom Road (width varies) as described in the Notice of Lis Pendens Cause Number 1162260 to the City of League City by an instrument of record in File Number RP-2020-621556, H.C.O.P.R.R.P., the beginning of a curve;

Thence, along the west right-of-way line of said Grissom Road and 71.93 feet along the arc of a non-tangent curve to the right, having a radius of 400.50 feet, a central angle of 10° 17' 27", and a chord which bears South 12° 37' 22" West, 71.84 feet to a 5/8-inch iron rod with cap (illegible) found for corner on the north line of that certain called 0.1980 acre tract described in the deed to The City of League City by an instrument of record in File Number 2013009792, H.C.O.P.R.R.P., from which a 5/8-inch iron rod with cap stamped "COBB FENDLEY ASSOCIATES" bears North 82° 56' 25" East, 0.43 feet;

Thence, South 84° 47' 20" West, along the north line of said 0.1980 acre tract, 175.98 feet to a 1/2-inch iron rod found marking the northwest corner of said 0.1980 acre tract;

Thence, South 05° 12' 40" East, along the west line of said 0.1980 acre tract, 70.00 feet to a chain link fence post found marking the southwest corner of said 0.1980 acre tract;

Thence, along a southerly line of said 0.1980 acre tract, the following five (5) courses

North 84° 47' 20" East, 60.00 feet to a chain link fence post found for corner;

North 39° 47' 20" East, 14.14 feet to a chain link fence post found for corner;

North 05° 12' 40" West, 20.00 feet to a 5/8-inch iron rod found for corner;

North 39° 47' 20" East, 14.14 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for corner;

North 84° 47' 20" East, 81.80 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for corner on the west right-of-way line of said Grissom Road, the beginning of a curve;

Thence, along the west right-of-way line of said Grissom Road, the following four (4) courses:

75.48 feet along the arc of a non-tangent curve to the right, having a radius of 400.50 feet, a central angle of 10° 47' 54", and a chord which bears South 27° 53' 27" West, 75.37 feet to a point, from

which a 5/8-inch iron rod with cap stamped "COBB FENDLEY ASSOCIATES" bears North 75° 58' 19" East, 0.24 feet;

South 33° 17' 25" West, 2,187.76 feet to a point for corner, the beginning of a curve, from which a 5/8-inch iron rod bears North 47° 54' 05" East, 0.21 feet;

1,188.90 feet along the arc of a tangent curve to the right, having a radius of 1,949.50 feet, a central angle of 34° 56' 30", and a chord which bears South 50° 45' 40" West, 1,170.56 feet to a point for corner, from which a 5/8-inch iron rod with cap stamped "COBB FENDLEY ASSOCIATES" bears North 23° 43' 50" East, 0.24 feet;

South 68° 13' 56" West, 1,109.59 feet to a chiseled "X" in concrete found on the northeasterly line of that certain called 5.478 acre tract described in the deed to the City of League City by an instrument of record in File Number 20120590719, H.C.O.P.R.R.P.;

Thence, North 56° 41' 10" West, departing the west right-of-way line of said Grissom Road and along the north line of said 5.478 acre tract, 870.58 feet to the north corner of said 5.478 acre tract, from which a 1/2-inch iron rod with cap stamped "COMPASS PT-5580" bears North 35° 57' 56" East, 0.29 feet;

Thence, South 33° 16' 58" West, along the west line of said 5.478 acre tract, 293.00 feet to the west corner of said 5.478 acre tract, said point lying on the south line of the aforementioned 196.3496 acre tract, common to the north right-of-way line of Grissom Road (unimproved), from which a 1/2-inch iron rod with cap stamped "COMPASS PT-5580" bears North 08° 23' 10" East, 0.22 feet;

Thence, North 56° 40' 44" West, along said common line, 651.84 feet to a 5/8-inch iron rod with cap (illegible) found marking the southwest corner of said 196.3496 acre tract, said point lying on the easterly line of Restricted Reserve "E" of Friendswood Oaks Section One, a subdivision of record under Film Code Number 558177, H.C.M.R.;

Thence, North 33° 14' 58" East, along a west line of said 196.3496 acre tract, the easterly line of said Restricted Reserve "E" of said Friendswood Oaks Section One, and the easterly line of the aforementioned Restricted Reserve "E" of Friendswood Oaks Section Two, 3,002.11 feet to the POINT OF BEGINNING and containing 185.54 acres of land.

**Tracts 8 and 9
DESCRIPTION OF
58.50 ACRES**

Being 58.50 acres of land located in the Thomas Choate Survey, Abstract 12, Harris County, Texas, more particularly being all of that certain called said 58.4987 acre tract described as Tract 1 in the instrument to Lakefield Realty, Inc. by an instrument of record under File Number RP-2022-3131 in the Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.), said

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MIDLINE

MASTER COVENANT [RESIDENTIAL]

58.4987 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83);

BEGINNING at a 5/8-inch iron rod with cap stamped "CL DAVIS" found for the north corner of said 58.4987 acre tract, same being the most westerly northwest corner of that certain called 10.4170 acre tract described as Tract 3 in the instrument to Northfield Realty, Inc. by an instrument of record under File Number RP-2022-3130, O.P.R.R.P.H.C., said point lying on the east right-of-way line of El Dorado Boulevard (width varies) as shown on CLEARCREEK I.S.D. INTERMEDIATE SCHOOL DISTRICT NO. 9 recorded under Film Code Number 579002 in the Map Records of Harris County, Texas, (H.C.M.R.) and recorded under File Number W287377 of the O.P.R.R.P.H.C.;

Thence, South 49° 46' 06" East, departing said east right-of-way and along the northeasterly line of said 58.4987 acre tract, common to a southwesterly line of said 10.4170 acre tract, 1,540.46 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for the east corner of said 58.4987 acre tract, same being an interior angle point of said 10.4170 acre tract;

Thence, South 41° 50' 34" West, along the southeasterly line of said 58.4987 acre tract, common to a northwesterly line of said 10.4170 acre tract, and along the northwest line of that certain called 5.8680 acre tract described in the instrument to County of Harris by an instrument of record under File Number 20140158157, O.P.R.R.P.H.C., at 745.09 feet pass a 5/8-inch iron rod with cap stamped "CL DAVIS" found for a southerly corner of said 10.4170 acre tract, same being the north corner of said 5.8680 acre tract, continuing in all a total distance of 1,765.19 feet to a 5/8-inch iron rod with cap stamped "BASELINE" found for the south corner of said 58.4987 acre tract, same being the southwest corner of said 5.8680 acre tract, said point lying on the northeast right-of-way line of Beamer Road (variable width) as shown on Film Code Number 315030, H.C.M.R., and recorded in File Number 20140158194, O.P.R.R.P.H.C. and File Number 20140158156, O.P.R.R.P.H.C.;

Thence, along the southwest line of said 58.4987 acre tract, common with the northeast right-of-way line of said Beamer Road, the following five (5) courses and distances;

- 1) North 48° 05' 56" West, 696.42 feet to a 5/8-inch iron rod found for corner, the beginning of a curve;
- 2) 230.52 feet along the arc of a tangent curve to the left, having a radius of 1,969.86 feet, a central angle of 06° 42' 18", and a chord which bears North 51° 27' 05" West, 230.39 feet to a disturbed 5/8-inch iron rod found for corner;
- 3) North 54° 48' 14" West, 148.56 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for corner, the beginning of a curve;

4) 205.66 feet along the arc of a tangent curve to the right, having a radius of 1,849.86 feet, a central angle of 06° 22' 12", and a chord which bears North 51° 37' 08" West, 205.56 feet to a disturbed 5/8-inch iron rod found for corner;

5) North 48° 26' 02" West, 125.56 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for a westerly corner of said 58.4987 acre tract and the south end of a cutback corner at the northeast intersection of said Beamer Road and said El Dorado Boulevard;

Thence, North 03° 25' 45" West, departing the northeasterly right-of-way line of said Beamer Road and along a westerly line of said 58.4987 acre tract and said cutback corner, 42.15 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for a westerly corner of said 58.4987 acre tract, said point lying on the southeast right-of-way line of said El Dorado Boulevard;

Thence, along the southeast right-of-way line of said El Dorado Boulevard, common to the northwesterly line of said 58.4987 acre tract, the following two (2) courses;

1) North 41° 34' 54" East, 1,111.45 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for corner, the beginning of a curve;

2) 634.03 feet along the arc of a tangent curve to the left, having a radius of 2,050.00 feet, a central angle of 17° 43' 14", and a chord which bears North 32° 43' 17" East, 631.50 feet to the POINT OF BEGINNING and containing 58.50 acres of land.

Tract 10
DESCRIPTION OF
5.000 ACRES

Being 5.000 acres of land located in the Thomas Choate Survey, Abstract 12, Harris County, Texas, more particularly being all of that certain called 5.0001 acre tract described as Tract 2 in the deed to Lakefield Realty, Inc. by an instrument of record under File Number RP-2022-3131 of the Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.), said 5.0001 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83);

BEGINNING at a 1-inch iron pipe found for the north corner of said 5.0001 acre tract, same being the most westerly northwest corner of that certain called 1.7643 acre tract described as Tract 4 in the deed to Northfield Realty, Inc. by an instrument of record under File Number RP- 2022-3130, O.P.R.R.P.H.C., said point lying on the south right-of-way line of Glenwest Drive (called 50' wide) as shown on EL DORADO GREEN, a subdivision of record under Film Code Number 660047 of the Map Records of Harris County, Texas, (H.C.M.R.);

Thence, South 49° 46' 06" East, departing the south right-of-way line of said Glenwest Drive and along the northeast line of said 5.0001 acre tract, common to the south line of said 1.7643 acre tract, 466.76 feet to a 3/4-inch iron rod found for the east corner of said 5.0001 acre tract, same

being a northerly corner of Restricted Reserve "A", Block 1 of CLEAR CREEK I.S.D. INTERMEDIATE SCHOOL NO. 9, a subdivision of record under Film Code Number 579002, H.C.M.R.;

Thence, South 41° 34' 54" West, departing the south line of said 1.7643 acre tract and along the southeast line of said 5.0001 acre tract, common to a northwesterly line of said Restricted Reserve "A", 466.76 feet to a 5/8-inch iron rod found for the south corner of said 5.0001 acre tract, same being an interior angle corner of said Restricted Reserve "A";

Thence, North 49° 46' 06" West, continuing along the common line of said 5.0001 acre tract and said Restricted Reserve "A", 466.76 feet to a 5/8-inch iron rod found for the west corner of said 5.0001 acre tract, said point lying on a southeasterly line of that certain called 102.87 acre tract described in an instrument to Constance K. Breiling record under File Number RP-2020-448282, O.P.R.R.P.H.C.;

Thence, North 41° 34' 54" East, along the northwesterly line of said 5.0001 acre tract and the southeasterly line of said 102.87 acre tract, at a distance of 67.23 feet pass the most easterly corner of said 102.87 acre tract, continuing along and with the northwesterly line of said 5.0001 acre tract, a total distance of 466.76 feet to the POINT OF BEGINNING and containing 5.000 acres of land.

Tract 11
DESCRIPTION OF
75.85 ACRES

Being 75.85 acres of land located in the Thomas Choate League, Abstract 12, Harris County, Texas, more particularly being all of that certain called 75.8527 acre tract described as Tract 1 in the deed to Northfield Realty, Inc by an instrument of record under File Number RP-2022-3130, of the Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.), said 75.85 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83);

BEGINNING at a 1-inch iron pipe with pinched top found for the most southerly corner of said 75.8527 acre tract common to the most easterly corner of that certain called 8.7820 acre tract of land described as Tract One in the deed to Carolyn Draper by an instrument of record under File Number 20100542506, O.P.R.R.P.H.C., said point lying on the northwest right-of-way line of Bay Area Boulevard (width varies), recorded under File Numbers E775838, E775839, F207520, F295408, F295409, F295410, O.P.R.R.P.H.C.;

Thence, North 48° 26' 33" West, along the southwest line of said 75.8527 acre tract common to the northeast line of said 8.7820 acre tract, at 1,291.34 feet passing the most northerly corner of said 8.7820 acre tract common to the most easterly corner of HERITAGE PARK SECTION SIX, a subdivision of record under Film Code Number 271112, of the Harris County Map Records, (H.C.M.R.), at 2,466.34 feet passing the most northerly corner of said HERITAGE PARK SECTION

SIX common to the most easterly corner of HERITAGE PARK SECTION SEVEN, a subdivision of record under Film Code Number 293045, H.C.M.R., at 2,576.34 feet passing the most northerly corner of Lot 99, Block 6 of said HERITAGE PARK SECTION SEVEN, common to an interior right-of-way corner of Webster Ranch Road (50 feet wide) as shown on Volume 69, Page 231, of the Harris County Deed Records, (H.C.D.R.) and as shown on said Film Code Number 315030, H.C.M.R., and Film Code Number 293045, H.C.M.R., from which a disturbed 3/4-inch iron rod found for corner bears South 41° 33' West, 0.29 feet, continuing for a total distance of 2,585.00 feet to a 1-inch iron pipe found for the most westerly corner of said 75.8527 acre tract common to an interior corner of said Webster Ranch Road;

Thence, North 41° 37' 57" East, along the northwest line of said 75.8527 acre tract common to the southeast right-of-way line of said Webster Ranch Road, 1,290.26 feet to a 5/8-iron rod with cap stamped "CL DAVIS" found for the most northerly corner of said 75.8527 acre tract and an interior corner of the southwest right-of-way line of Beamer Road (width varies) as shown on Film Code Number 315030, H.C.M.R. and recorded under File Numbers 20140158194 and 20140158156, O.P.R.H.C., Volume 69, Page 231 of the Harris County Deed Records (H.C.D.R.);

Thence, South 48° 05' 56" East, along the northeast line of said 75.8527 acre tract common to the southeast right-of-way line of said Beamer Road, 2,522.89 feet to a 5/8-inch iron rod found for the most easterly corner of said 75.8527 acre tract common to the most northerly corner of that certain called 0.2550 acre tract described in the deed to The City of League City, Texas by an instrument of record under File Number 20120590732, O.P.R.R.P.H.C.;

Thence, South 41° 37' 14" West, departing said southeast right-of-way line and along a southeast line of said 75.8527 acre tract common to the northwest line of said 0.2550 acre tract, 179.46 feet to a 5/8-inch iron rod with cap stamped "TERRA" found for an interior corner of said 75.8527 acre tract common to the most westerly corner of said 0.2550 acre tract;

Thence, South 48° 23' 14" East, along a northeast line of said 75.8527 acre tract common to southwest line of said 0.2550 acre tract, 62.10 feet to a 5/8-inch iron rod found for a southeasterly corner of said 75.8527 acre tract common to the most southerly corner of said 0.2550 acre tract, said point lying on the northwest right-of-way line of the aforementioned West Bay Area Boulevard;

Thence, South 41° 37' 57" West, along the southeast line of said 75.8527 acre tract common to the northwest right-of-way line of said West Bay Area Boulevard, 1,095.61 feet to the POINT OF BEGINNING and containing 75.85 acres (3,304,144 square feet) of land.

Tract 12
DESCRIPTION OF
30.63 ACRES

Being 30.63 acres of land located in the Thomas Choate League, Abstract 12, Harris County, Texas, more particularly being all of that certain called 30.6327 acre tract described as Tract 2 in the deed to Northfield Realty, Inc by an instrument of record under File Number RP-2022-3130, of the Official Public Records of Real Property of said Harris County, Texas, (O.P.R.R.P.H.C.), said 30.63 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83);

BEGINNING at a 5/8-inch iron rod with cap stamped "CL DAVIS" found for the southwest corner of said 30.6327 acre tract common to the east end of the southern terminus of Beamer Road (width varies) as shown on Film Code Number 315030, of the Harris County Map Records, (H.C.M.R.), File Numbers 20140158194 and 20140158156, O.P.R.R.P.H.C., and Volume 69, Page 231 of the Harris County Deed Records (H.C.D.R.), said point lying on the northwest right-of-way line of Bay Area Boulevard (width varies) recorded under File Numbers E775838, E775839, F207520, F295408, F295409, F295410, O.P.R.R.P.H.C.;

Thence, North 48° 05' 56" West, along the southwest line of said 30.6327 acre tract common to the northeast right-of-way line of said Beamer Road, 1,817.88 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for the most westerly corner of said 30.6327 acre tract common to the most southerly corner of that certain called 5.8680 acre tract as described in the deed to County of Harris by an instrument of record under File Number 20140158157, O.P.R.R.P.H.C.;

Thence, North 41° 50' 34" East, departing said northeast right-of-way line and along the northwest line of said 30.6327 acre tract common to the southeast line of said 5.8680 acre tract, 820.01 feet to a disturbed 5/8-inch iron rod found for the most northerly corner of said 30.6327 acre tract common to an interior corner of said 5.8680 acre tract;

Thence, South 48° 05' 56" East, along a northeast line of said 30.6327 acre tract common to a southwest line of said 5.8680 acre tract, 142.21 feet to a 5/8-inch iron rod with cap stamped "COSTELLO" found for a northeasterly corner of said 30.6327 acre tract common to the northwest corner of that certain called 8.0668 acre tract described as Tract A in the deed to Baybrook Municipal Utility District No. 1 by an instrument of record under File Number 20150183207, O.P.R.R.P.H.C., the beginning of a curve;

Thence, departing said common line and along the northeast line of said 30.6327 acre tract common to the southwest line of said 8.0668 acre tract and 389.45 feet along the arc of a non-tangent curve to the left, having a radius of 560.00 feet, a central angle of 39° 50' 48", and a chord which bears South 30° 04' 56" East, 381.65 feet to 5/8-inch iron rod with cap stamped "COSTELLO" found for point for corner;

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Thence, South 50° 00' 20" East, continuing along said common line, 996.74 feet to a 5/8-inch iron rod with cap stamped "COSTELLO" found for an easterly corner of said 30.6327 acre tract common to an interior corner of said 8.0668 acre tract;

Thence, South 03° 11' 25" East, along the east line of said 30.6327 acre tract common to the west line of said 8.0668 acre tract, 553.27 feet to a 5/8-inch iron rod with cap stamped "COSTELLO" found for an interior corner of said 30.6327 acre tract common to the southwest corner of said 8.0668 acre tract;

Thence, North 86° 48' 27" East, along a north line of said 30.6327 acre tract common to the south line of said 8.0668 acre tract, 135.13 feet to easterly corner of said 30.6327 acre tract common to the northwest corner of that certain called 0.1117 acre tract described as Tract III in the deed to Baybrook Municipal Utility District No. 1 by an instrument of record under File Number 20080168411, O.P.R.R.P.H.C.;

Thence, South 03° 11' 33" East, departing said common line and along the east line of said 30.6327 acre tract common to the west line of said 0.1117 acre tract, 101.87 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for the southeast corner of said 30.6327 acre tract common to the southwest corner of said 0.1117 acre tract, said point lying on the northwest right-of-way line of the aforementioned West Bay Area Boulevard, the beginning of a curve;

Thence, along and with the south line of said 30.6327 acre tract and the north right-of-way line of said West Bay Area Boulevard, the following courses and distances:

In a southwesterly direction, 145.48 feet along the arc of a non-tangent curve to the left, having a radius of 2,050.00 feet, a central angle of 04° 03' 58", and a chord which bears South 71° 52' 33" West, 145.45 feet to a 5/8-inch iron rod found for corner;

South 77° 51' 10" West, 216.60 feet to a 1-inch iron pipe found for corner, the beginning of a curve;

In a southwesterly direction, 79.21 feet along the arc of a tangent curve to the left, having a radius of 603.70 feet, a central angle of 07° 31' 04", and a chord which bears South 74° 05' 38" West, 79.16 feet to the POINT OF BEGINNING and containing 30.63 acres of land.

Tract 13
DESCRIPTION OF
1.764 ACRES

Being 1.764 acres of land located in the Thomas Choate Survey, Abstract 12, Harris County, Texas, more particularly being all of that certain called 1.7643 acre tract described as Tract 4 in the deed to Northfield Realty, Inc. by an instrument of record under File Number RP-2022-3130 of the Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.), said 1.764 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83);

BEGINNING at a 1-inch iron pipe found for the most westerly northwest corner of said 1.7643 acre tract and the north corner of that certain called 5.0001 acre tract described as Tract 2 in the deed to Lakefield Realty, Inc. by an instrument of record under File Number RP-2022-3131, O.P.R.R.P.H.C., same being a southwesterly corner of EL DORADO GREEN, a subdivision of record under Film Code Number 660047 in the Map Records of Harris County, Texas, (H.C.M.R.);

Thence, North 58° 06' 56" East, along a southeasterly line of EL DORADO GREEN, common to a northwesterly line of said 1.7643 acre tract, 9.98 feet to a 1-inch iron pipe found for the most northerly northwest corner of said 1.7643 acre tract and an interior corner of said EL DORADO GREEN;

Thence, South 64° 36' 27" East, along a northeasterly line of said 1.7643 acre tract and a southwesterly line of said EL DORADO GREEN, 717.03 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for the northeast corner of said 1.7643 acre tract and the southeast corner of said EL DORADO GREEN, said point lying in the west right-of-way line of El Dorado Boulevard (called 100' wide) as described in File Number X644880, O.P.R.R.P.H.C., and in File Number W287377, O.P.R.R.P.H.C., and as shown on CLEAR CREEK I.S.D. INTERMEDIATE SCHOOL NO. 9, a subdivision of record under Film Code Number 579002 in the Map Records of Harris County, Texas;

Thence, South 20° 34' 30" West, along the east line of said 1.7643 acre tract, common to the west right-of-way line of said El Dorado Boulevard, 122.09 feet to a 3/4-inch iron rod found for corner, same being the beginning of a curve;

Thence, 82.40 feet continuing along said common line and the arc of a tangent curve to the right, having a radius of 1,950.00 feet, a central angle of 02° 25' 16", and a chord which bears South 21° 47' 08" West, 82.39 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for the southeast corner of said 1.7643 acre tract, same being an east corner of Restricted Reserve "A", Block 1 of said CLEAR CREEK I.S.D. INTERMEDIATE SCHOOL NO. 9;

Thence, North 49° 46' 06" West, departing the west right-of-way line of said El Dorado Boulevard and along the south line of said 1.7643 acre tract, common to a northerly line of said Restricted Reserve "A" and along a northeasterly line of said 5.0001 acre tract, at 296.56 feet pass a 3/4-inch iron rod found for the east corner of said 5.0001 acre tract, same being a northerly corner of said Restricted Reserve "A" and continuing along the common line of said 1.7643 acre tract and said 5.0001 acre tract for a total distance of 763.32 feet to the POINT OF BEGINNING and containing 1.764 acres of land.

Tract 14
DESCRIPTION OF
10.42 ACRES

Being 10.42 acres of land located in the Thomas Choate Survey, Abstract 12, Harris County, Texas, more particularly being all of that certain called 10.4170 acre tract described as Tract 3 in the deed to Northfield Realty, Inc. by an instrument of record under File Number RP-2022-3130 of the Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.), said 10.42 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83);

BEGINNING at a 5/8-inch iron rod with cap stamped "CL DAVIS" found for the north corner of that certain called 58.4987 acre tract described as Tract 1 in the deed to Lakefield Realty, Inc. by an instrument of record under File Number RP-2022-3131, O.P.R.R.P.H.C., same being the most westerly northwest corner of said 10.4170 acre tract, said point lying on the east right-of-way line of El Dorado Boulevard (called 100' wide) as described in File Number W287377, O.P.R.R.P.H.C., and as shown on CLEAR CREEK I.S.D. INTERMEDIATE SCHOOL NO. 9, a subdivision of record under Film Code Number 579002 in the Map Records of Harris County, Texas, (H.C.M.R.)

Thence, 56.01 feet along the east right-of-way line of said El Dorado Boulevard, common to a northwesterly line of said 10.4170 acre tract and the arc of a non-tangent curve to the left, having a radius of 2,050.00 feet, a central angle of 01° 33' 56", and a chord which bears North 23° 04' 42" East, 56.01 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for a northwesterly corner of said 10.4170 acre tract, same being the south end of the right-of-way cutback line at the intersection of the east right-of-way line of said El Dorado Boulevard and the south right-of-way line of Glenwest Drive (called 100' wide) as shown on GLENWEST DRIVE EXTENSION STD, a subdivision of record under Film Code Number 600155, H.C.M.R.;

Thence, North 68° 52' 17" East, departing the east right-of-way line of said El Dorado Boulevard and along said right-of-way cut back line, common to a northerly line of said 10.4170 acre tract, 21.29 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for the most northerly northwest corner of said 10.4170 acre tract, same being the north end of said right-of-way cut back corner;

Thence, along the south right-of-way line of said Glenwest Drive, common to the north line of said 10.4170 acre tract, the following three (3) courses:

- 1) South 64° 35' 33" East, 792.78 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for corner, the beginning of a curve;
- 2) 179.21 feet along the arc of a tangent curve to the right, having a radius of 450.00 feet, a central angle of 22° 49' 03", and a chord which bears South 53° 11' 02" East, 178.03 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for corner;

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3) South 41° 46' 30" East, 739.32 feet to a 5/8-inch iron rod with cap stamped "COSTELLO" found for the east corner of said 10.4170 acre tract, same being the north corner of that certain called 3.9687 acre tract described as Tract B in the deed to Baybrook Municipal Utility District No. 1 by an instrument of record under File Number 20150183207, O.P.R.R.P.H.C.;

Thence, South 41° 38' 00" West, departing the south right-of-way line of said Glenwest Drive and along a southeasterly line of said 10.4170 acre tract, common to a northwesterly line of said 3.9687 acre tract, 692.57 feet to a 5/8-inch iron rod with cap stamped "COSTELLO" found for corner, the beginning of a curve;

Thence, continuing along said common line, 247.32 feet along the arc of a tangent curve to the left, having a radius of 560.00 feet, a central angle of 25° 18' 14", and a chord which bears South 28° 58' 53" West, 245.31 feet to a 5/8-inch iron rod with cap found for the southeast corner of said 10.4170 acre tract, same being the southwest corner of said 3.9687 acre tract, said point lying on a northeast line of that certain called 5.8680 acre tract described in the deed to County of Harris by an instrument of record under File Number 20140158157, O.P.R.R.P.H.C.;

Thence, North 48° 05' 11" West, along a southwesterly line of said 10.4170 acre tract, common to a northeasterly line of said 5.8680 acre tract, 181.41 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for the southwest corner of said 10.4170 acre tract, same being the north corner of said 5.8680 acre tract, said point lying on the southeast line of said 58.4987 acre tract;

Thence, North 41° 50' 34" East, along the southeast line of said 58.4987 acre tract, common to a northwesterly line of said 10.4170 acre tract, 745.09 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for the east corner of said 58.4987 acre tract, same being an interior angle corner of said 10.4170 acre tract;

Thence, North 49° 46' 06" West, along the northeast line of said 58.4987 acre tract, common to a southwest line of said 10.4170 acre tract, 1,540.46 feet to the POINT OF BEGINNING and containing 10.42 acres of land.

Tract 16
DESCRIPTION OF
8.247 ACRES

Being 8.247 acres of land located in the Thomas Choate Survey, Abstract No. 12 and the Thomas Toby Survey, Abstract No. 793, Harris County, Texas, more particularly being all of that certain called 8.2470 acre tract described as Parcel 3 in the deed to Southbrook Corporation by an instrument of record under File Number 20130627838 of the Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.), and being a portion of Unrestricted Reserve "A" of BAYBROOK MALL SECTION TWO, a subdivision of record under Film Code Number 294023 of the Harris County Map Records (H.C.M.R.), said 8.247 acres being more particularly

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described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83);

BEGINNING at a "V" cut in concrete found for the northeast corner of said 8.2470 acre tract, said point lying on the southeast line of LODGE AT BAYBROOK APARTMENTS, a subdivision of record under Film Code Number 415149, H.C.M.R., same being the west intersection corner of Baybrook Drive (called 60' wide) and Yorkbrook Drive (called 60' wide) recorded under File Number G416397, O.P.R.R.P.H.C., and as shown on said BAYBROOK MALL SECTION TWO;

Thence, along the easterly lines of said 8.2470 acre tract and partially along said Unrestricted Reserve "A", common to the southwesterly right-of-way line of said Yorkbrook, the following three (3) courses;

1) South 41° 46' 41" East, at a distance pass the north corner of said Unrestricted Reserve "A", continuing along and with said common line, a total distance of 527.64 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for corner, the beginning of a curve;

2) 501.68 feet along the arc of a tangent curve to the right, having a radius of 970.00 feet, a central angle of 29° 38' 00", and a chord which bears South 26° 57' 41" East, 496.11 feet to a 5/8-inch iron rod found for corner;

3) South 12° 08' 41" East, 353.11 feet to a 1/2-inch iron rod found for the southeast corner of said 8.2470 acre tract, same being the northeast corner of that certain called 1.2088 acre tract described as Parcel 1 in the deed to Five Star Business Group, L.P. by an instrument of record under File Number RP-2016-165517, O.P.R.R.P.H.C.;

Thence, South 77° 51' 19" West, departing the west right-of-way line of said Yorkbrook Drive, and along the south line of said 8.2470 acre tract, common to the north line of said 1.2088 acre tract, 324.18 feet to a 1/2-inch iron rod found for the southwest corner of said 8.2470 acre tract, same being the northwest corner of said 1.2088 acre tract, said point lying on the west line of said Unrestricted Reserve "A" and the east line of that certain called 2.9843 acre tract described as Tract III in the deed to Baybrook Municipal Utility District No. 1 by an instrument of record under File Number 20110356804, O.P.R.R.P.H.C.;

Thence, North 03° 11' 41" West, along the west line of said 8.2470 acre tract and said Unrestricted Reserve "A", common to the east line of said 1.2088 acre tract, 578.73 feet to a 5/8-inch iron rod found for an interior corner of said 8.2470 acre tract and said Unrestricted Reserve "A", same being the Northeast corner of said 2.9843 acre tract;

Thence, North 50° 02' 40" West, continuing along a southwest line of said 8.2470 acre tract and said Unrestricted Reserve "A", and a northeast line of said 2.9843 acre tract, 205.61 feet to a 5/8-inch iron rod found for a west corner of said Unrestricted Reserve "A" and the northwest corner of said 2.9843 acre tract, same being a southeast corner of that certain called 8.7397 acre tract

described as Tract II in the deed to Baybrook Municipal Utility District No. 1 by an instrument of record under File Number 20110356805, O.P.R.R.P.H.C.;

Thence, North 49° 59' 11" West, along a southwest line of said 8.2470 acre tract, common to a northeast line of said 8.7397 acre tract, 503.19 feet to a 5/8-inch iron rod found for the northwest corner of said 8.2470 acre tract, same being the south corner of said LODGE AT BAYBROOK APARTMENTS;

Thence, North 48° 13' 30" East, departing the northeast line of said 8.7397 acre tract and along a northwest line of said 8.2470 acre tract, common to the southeast line of said LODGE AT BAYBROOK APARTMENTS, 323.72 feet to the POINT OF BEGINNING and containing 8.247 acres of land.

Tract 17
DESCRIPTION OF
5.267 ACRES

Being 5.267 acres of land located in the Thomas Toby Survey, Abstract 793, Harris County, Texas, more particularly being all of that certain called 5.2666 acre tract described as Parcel 2 in the deed to Southbrook Corporation by an instrument of record under File Number 20130627838 of the Official Public Records of Real Property of said Harris County, Texas, (O.P.R.R.P.H.C.) and being a portion of Unrestricted Reserve "B" of BAYBROOK MALL SECTION TWO, a subdivision of record under Film Code Number 294023, of the Harris County Map Records, (H.C.M.R.), said 5.267 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83);

BEGINNING at a 5/8-inch iron rod with cap stamped "CL DAVIS" found for the southeast corner of said 5.2666 acre tract, same being the northeast corner of that certain called 1.9062 acre tract described in the deed to Shell Federation Credit Union by an instrument of record under File Number 201000126296, O.P.R.R.P.H.C., said point lying on the west right-of-way line of Glenwest Drive (100 feet wide), recorded under File Number F352413, O.P.R.R.P.H.C., and as shown on said BAYBROOK MALL SECTION TWO and BAYBROOK MALL SECTION ONE, a subdivision per record recorded under Film Code Number 266010 of the H.C.M.R.;

Thence, South 77° 51' 18" West, departing said west right-of-way line and along the south line of said 5.2666 acre tract common to the north line of said 1.9062 acre tract, at 226.60 feet passing the northeast corner of that certain called 0.7200 acre tract described in the deed to Kasada, LLC by an instrument of record under File Number RP-2018-293817, O.P.R.R.P.H.C., at 365.99 feet passing the northwest corner of said 0.7200 acre tract, same being the northeast corner of that certain called 1.0319 acre tract described in the deed to Harris-Galveston Coastal Subsidence District by an instrument of record under File Number G398816, O.P.R.R.P.H.C., continuing for a total distance of 565.99 feet to a 5/8-inch iron rod found for the southwest corner of said 5.2666 acre tract same being the northwest corner of said 1.0319 acre tract, said point lying on the east

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right-of-way line of Yorkbrook Drive (60 feet wide) as shown in said BAYBROOK MALL SECTION TWO and the west line of said Unrestricted Reserve "B";

Thence, North 12° 08' 41" West, along the west line of said 5.2666 acre tract and said Unrestricted Reserve "B", common to the east right-of-way line of said Yorkbrook Drive, 311.40 feet to a 5/8-inch iron rod found for corner, the beginning of a curve;

Thence, continuing along said common line and 71.69 feet along the arc of a tangent curve to the left, having a radius of 1,030.00 feet, a central angle of 03° 59' 16", and a chord which bears North 14° 06' 28" West, 71.67 feet to a 5/8-inch iron rod found for the most westerly northwest corner of said 5.2666 acre tract and same Unrestricted Reserve "B", same being south end of a cut-back corner at the Southeast intersection of said Yorkbrook Drive and Midbrook Drive (80 feet wide) as shown on said BAYBROOK MALL SECTION TWO;

Thence, North 27° 19' 37" East, along a northwest line of said 5.2666 acre tract and said Unrestricted Reserve "B" common to said cut-back corner, 14.46 feet to a 5/8-inch iron rod with cap found for most northerly northwest corner of said 5.2666 acre tract and said Unrestricted Reserve "B", same being the north end of said cut-back corner;

Thence, North 71° 04' 50" East, along the north line of said 5.2666 acre tract and said Unrestricted Reserve "B", common to the south right-of-way line of said Midbrook Drive, 270.92 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for a point for curvature, the beginning of a curve;

Thence, continuing along said common line and 196.02 feet along the arc of a tangent curve to the left, having a radius of 540.00 feet, a central angle of 20° 47' 54", and a chord which bears North 60° 40' 53" East, 194.94 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for the most northerly northeast corner of said 5.2666 acre tract and said Unrestricted Reserve "B", same being the north end of a cut-back corner at the southwest intersection of said Midbrook drive and said Glenwest drive;

Thence, South 80° 14' 15" East, along a northeast line of said 5.2666 acre tract and said Unrestricted Reserve "B", common to said cut-back corner, 13.08 feet to a 5/8-inch iron rod with cap stamped "CL DAVIS" found for the most easterly northeast corner of said 5.2666 acre tract and said Unrestricted Reserve "B", common to the south end of said cut-back corner, the beginning of a curve;

Thence, along the east line of said 5.2666 acre tract and said Unrestricted Reserve "B", common to the west right-of-way line of said Glenwest Drive and 488.84 feet along the arc of a non-tangent curve to the right, having a radius of 1,950.00 feet, a central angle of 14° 21' 48", and a chord which bears South 23° 00' 06" East, 487.56 feet to the POINT OF BEGINNING and containing 5.267 acres of land.

Tract 18
DESCRIPTION OF
3.325 ACRES

Being 3.325 acres of land located in the Thomas Toby Survey, Abstract 793, Harris County, Texas, more particularly being all of that certain called said 3.3247 acre tract described in the deed to Southbrook Corporation by an instrument of record under File Number RP-2022-196059 of the Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.), and being a portion of Restricted Reserve "D" of BAYBROOK MALL SECTION ONE, a subdivision of record under Film Code Number 266010 in the Harris County Map Records, Texas, (H.C.M.R.), said 3.325 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83);

BEGINNING at a 5/8-inch iron rod with cap stamped "CL DAVIS" found for the southwest corner of said 3.3247 acre tract, same being the northwest corner of that certain called 4.8352 acre tract described as Parcel 1 in the deed to 1560 Bay Area, LLC by an instrument of record under File Number RP-2016-450558, O.P.R.R.P.H.C., said point lying on the east right-of-way line of Glenwest Drive (called 100' wide) as described in File Number F352413, O.P.R.R.P.H.C., and shown on said BAYBROOK MALL SECTION ONE and BAYBROOK MALL SECTION TWO, a subdivision of record under Film Code 294023, H.C.M.R., the beginning of a curve;

Thence, 274.68 feet along the west line of said 3.3247 acre tract and said Restricted Reserve "D", common to the east right-of-way line of said Glenwest Drive and the arc of a non-tangent curve to the left, having a radius of 2,050.00 feet, a central angle of 07° 40' 37", and a chord which bears North 27° 19' 49" West, 274.47 feet to a crow'sfoot symbol in concrete found for the northwest corner of said 3.3247 acre tract and said Restricted Reserve "D", same being the most southerly southwest corner of Restricted Reserve "M" of said BAYBROOK MALL SECTION ONE;

Thence, North 48° 13' 18" East, along the north line of said 3.3247 acre tract and said Restricted Reserve "D", common to a south line of said Restricted Reserve "M", 273.93 feet to a "X" cut in concrete found for a northerly corner of said 3.3247 acre tract, same being the southwest corner of that certain called 37 Square Feet tract described in the deed to Baybrook Mall, L.P. by an instrument of record under File Number U049322, O.P.R.R.P.H.C., the beginning of a curve;

Thence, 18.26 feet along the north line of said 3.3247 acre tract, common to the south line of said 37 square feet tract, and the arc of a non-tangent curve to the right, having a radius of 35.00 feet, a central angle of 29° 53' 53", and a chord which bears South 89° 18' 02" East, 18.06 feet to a "X" cut in concrete found for a northerly corner of said 3.3247 acre tract, same being the southeast corner of said 37 square feet tract, said point lying on a southwesterly line of Restricted Reserve "E" of said BAYBROOK MALL SECTION ONE;

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Thence, along the northeast line of said 3.3247 acre tract and said Restricted Reserve "D", common to the southwest line of said Restricted Reserve "E", the following three (3) courses:

- 1) South 63° 46' 42" East, 145.65 feet to a "X" cut in concrete found for corner, the beginning of a curve;
- 2) 237.62 feet along the arc of a tangent curve to the right, having a radius of 327.00 feet, a central angle of 41° 38' 07", and a chord which bears South 42° 57' 38" East, 232.43 feet to a "X" cut in concrete found for corner;
- 3) South 22° 08' 35" East, 107.94 feet to a "X" cut in concrete found for the southeast corner of said 3.3247 acre tract, common to the northeast corner of the aforementioned 4.8352 acre tract;

Thence, South 77° 51' 18" West, departing a southwest line of said Restricted Reserve "E" and along the south line of said 3.3247 acre tract, common to the north line of said 4.8352 acre tract, 435.82 feet to the POINT OF BEGINNING and containing 3.325 acres of land.

Tract 18A:

Easement rights set out in that certain Easement Agreement dated as of July 9, 1986 by and between West Bay, Inc. and Baywood, Inc. filed for record at Clerk File No. K626617 in the Official Public Records of Real Property of Harris County, Texas.

Tract 18B:

Easement rights set out in that certain Agreement of Webwood Parties dated May 30, 2014, among Baybrook Mall, LLC, Baybrook LPC, LLC, Gulfwood Corporation, Baywood, Inc. and Cole Baybrook, Ltd. filed for record at Clerk File No. 20140254291 in the Official Public Records of Real Property of Harris County, Texas.

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$405.00

RECORDERS MEMORANDUM


This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.




COUNTY CLERK
HARRIS COUNTY, TEXAS

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