



Office of the Secretary of State

CERTIFICATE OF FILING OF

Southwind Meadows Community Association, Inc.
File Number: 802913761

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/22/2018

Effective: 01/22/2018



A handwritten signature in black ink, appearing to read "Rolando B. Pablos".

Rolando B. Pablos
Secretary of State

FILED
In the Office of the
Secretary of State of Texas
JAN 22 2018
Corporations Section

**CERTIFICATE OF FORMATION
OF
SOUTHWIND MEADOWS COMMUNITY ASSOCIATION, INC.**

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a nonprofit corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

**ARTICLE I
NAME**

The name of the corporation is: Southwind Meadows Community Association, Inc. (hereinafter called the "Association").

**ARTICLE II
NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III
DURATION**

The Association shall exist perpetually.

**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Southwind Meadows, recorded in the Official Public Records of Tarrant County, Texas, as the same may be amended from time to time (the "Declaration"), the Bylaws or Applicable Law, may be exercised by the Board of Directors:

(a) all rights and powers conferred upon nonprofit corporations by Applicable Law;

(b) all rights and powers conferred upon property associations by Applicable Law, in effect from time to time, provided, however, that the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings: (i) in the name of any Member or Lot Owner (whether one or more); or (ii) pertaining to a Claim, as defined in Section 12.1 of the Declaration relating to the design or construction of Improvements on a Lot (whether one or more); and

(c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Declaration, or Applicable Law.

Notwithstanding any provision in Article XIV to the contrary, any proposed amendment to the provisions of this Article IV shall be adopted only upon an affirmative vote of Members holding one-hundred percent (100%) of the total number of votes of the Association and the Declarant.

Terms used but not defined in this Certificate of Formation shall have the meaning subscribed to such terms in the Declaration.

**ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 1707 Marketplace Blvd #100, Irving, Texas 75063. The name of its initial registered agent at such address is Greg Urech.

**ARTICLE VI
MEMBERSHIP**

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Declaration. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

**ARTICLE VII
VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in the Declaration.

**ARTICLE VIII
INCORPORATOR**

The name and street address of the incorporator is:

NAME

ADDRESS

Robert D. Burton

401 Congress Avenue, Suite 2100
Austin, Texas 78701

**ARTICLE IX
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Greg Urech	1707 Marketplace Blvd #100 Irving, Texas 75063
David Aughinbaugh	1707 Marketplace Blvd #100 Irving, Texas 75063
Laura Salgado	1707 Marketplace Blvd #100 Irving, Texas 75063

Each of the foregoing persons has consented to serve as a director. The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its sole discretion, may determine, as set forth in the Declaration.

**ARTICLE X
LIMITATION OF DIRECTOR LIABILITY**

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

**ARTICLE XI
INDEMNIFICATION**

Each person who acts as a director, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action,

suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

ARTICLE XII DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE XIII ACTION WITHOUT MEETING

Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Board of Directors, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members or directors, as applicable, having the total number of votes of the Association or Board of Directors, as applicable, necessary to enact the action taken, as determined under the Declaration or this Certificate of Formation.

ARTICLE XIV AMENDMENT

Amendment of this Certificate of Formation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of two-thirds (2/3) of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and this Certificate of Formation, the Declaration shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 22nd day of January, 2018.



Robert D. Burton, Incorporator

Robert D. Burton, Esq.
Kristi E. Stotts, Esq.
Winstead, PC
401 Congress Ave., Suite 2100
Austin, Texas 78701



**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

SOUTHWIND MEADOWS

[TARRANT COUNTY, TEXAS]

**Declarant: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a
Texas limited partnership**

This Declaration of Covenants, Conditions and Restrictions may be used only in connection with the residential community known as Southwind Meadows in Tarrant County, Texas and the operation of Southwind Meadows Community Association, Inc.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SOUTHWIND MEADOWS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SOUTHWIND MEADOWS

This Declaration of Covenants, Conditions and Restrictions (the "**Declaration**") is made by **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership (the "**Declarant**"), and is as follows:

RECITALS:

A. This Declaration is filed with respect to Lots 32 through 59, Block A; Lots 11 through 16, Block B; Lots 1 through 40, Block C; Lots 1 through 10, Block D; and Lots 1 through 8, Block E, Southwind Meadows, Phase 1, a subdivision according to the map or plat recorded in Document No. D217140811 in the Official Public Records of Tarrant County, Texas; Lot 1 through 22, Block A; and Lots 1 through 20, Block B, Southwind Meadows, Phase 2, a subdivision according to the map or plat recorded in Document No. D217167348 of the Official Public Records of Tarrant County, Texas; and Lot 1 through 10, Block G, Southwind Meadows, Phase 3, a subdivision according to the map or plat recorded in Document No. D217224636 of the Official Public Records of Tarrant County, Texas (collectively, the "**Property**").

B. Declarant desires to create and carry out a uniform plan for the development, improvement, and sale of the Property.

C. By the Recording of this Declaration, Declarant serves notice that the Property is subject to the terms and provisions of this Declaration.

NOW, THEREFORE, it is hereby declared: (i) that the Property (or any portion thereof) will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will 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 will inure to the benefit of each owner thereof; and (ii) that each contract or deed conveying the Property (or any portion thereof) will 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 Declaration 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 Declaration, the text will control.

ARTICLE 1
DEFINITIONS

-1-

SOUTHWIND MEADOWS
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

1.1. **"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 Property in effect at the time a provision of the Restrictions is applied, and pertaining to the subject matter of the Restriction provision, and all other ordinances and any other applicable building codes, zoning restrictions and permits or other applicable regulations. Statutes and ordinances specifically referenced in the Restrictions are "Applicable Law" on the date of the Restrictions, and are not intended to apply to the Property 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.

1.2. **"Architectural Control Committee"** or **"ACC"** means the committee created pursuant to this Declaration to review and approve or deny plans for the construction, placement, modification, alteration or remodeling of any Improvements on a Lot. As provided in *Article 8* below, the Declarant acts as the ACC and the ACC is not a committee of the Association until the Declarant has assigned its right to appoint and remove all ACC members to the Association in a Recorded written instrument.

1.3. **"Assessment"** or **"Assessments"** means all assessments imposed by the Association under this Declaration.

1.4. **"Assessment Unit"** has the meaning set forth in *Section 7.7.1*.

1.5. **"Association"** means Southwind Meadows Community Association, Inc., a Texas non-profit corporation, which will be created by the Declarant to exercise the authority and assume the powers specified in *Article 4* and elsewhere in this Declaration. 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 Declaration, the Certificate, the Bylaws, and Applicable Law.

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

1.7. **"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. The services provided under Bulk Rate Contracts may include, without limitation, cable television services, telecommunications services, internet access services, "broadband" services, security services, trash pick-up services, propane service, natural gas service, lawn maintenance services, wastewater services, and any other services of any kind or nature which are considered by the Board to be beneficial to all or a portion of the Property. Each Bulk Rate Contract must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

1.8. **“Bylaws”** means the Bylaws of the Association as adopted and as amended from time to time by a Majority of the Board.

1.9. **“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.

1.10. **“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 4.6*. Upon the Recording of such designation, the portion of the Property identified therein shall be considered Common Area for the purpose of this 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.

1.11. **“Community Manual”** means the community manual, which may be initially adopted and Recorded by the Declarant as part of the initial project documentation for the benefit of the Association. The Community Manual may include the Bylaws, Rules and Regulations and other policies governing the Association. The Rules and Regulations and other policies set forth in the Community Manual may be amended, from time to time, by the Declarant during the Development Period. Any amendment to Bylaws, Rules and Regulations and other policies governing the Association prosecuted by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by a Majority of the Board.

1.12. **“Community Systems”** means any and all cable television, telecommunications, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennas, satellite dishes, equipment, materials and installations and fixtures (including those based on, containing and serving future technological advances not now known), if installed by Declarant pursuant to any grant of easement or authority by Declarant within the Property.

1.13. **“Declarant”** means **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership, its successors or assigns; provided that any assignment(s) of the rights of **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, as Declarant, must be expressly set forth in writing and Recorded.

Declarant enjoys special rights and privileges to help protect its investment in the Property. These special rights are described in this Declaration. Many of these rights do not terminate until either Declarant: (i) has conveyed all Lots which may be created out of the Property; or (ii) voluntarily terminates these rights by a Recorded written instrument.

1.14. **“Design Guidelines”** means the standards for design, construction, landscaping and exterior items proposed to be placed on any Lot adopted pursuant to *Section 8.2.3* 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 Property. At Declarant’s option, Declarant may adopt or amend from time to time Design Guidelines for the Property or any portion thereof. Notwithstanding anything in this Declaration to the contrary, Declarant will have no obligation to establish Design Guidelines for the Property or any portion thereof.

1.15. **“Development Period”** means the period of time beginning on the date when this Declaration has been Recorded, and ending eighteen (18) months after Declarant no longer owns any portion of the Property, unless earlier terminated by a Recorded written instrument executed by the Declarant. Declarant may terminate the Development Period by an instrument executed by Declarant and Recorded. The Development Period is the period in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property.

1.16. **“Homebuilder”** means an Owner (other than the Declarant) who acquires a Lot for the construction of a single family residence for resale to a third party.

1.17. **“Improvement”** means all physical enhancements and alterations to the Property, including but not limited to grading, clearing, removal of trees, alteration of drainage flow, and site work, and every structure 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, poles, signs, antennas, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.18. **“Lot”** means any portion of the Property designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a Plat other than Common Area.

1.19. **“Majority”** means more than half.

1.20. **“Manager”** has the meaning set forth in *Section 4.5.8*.

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

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

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

1.24. **"Owner"** means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but does not include the Mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its Mortgage.

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

1.26. **"Property"** means that Lots 32 through 59, Block A; Lots 11 through 16, Block B; Lots 1 through 40, Block C; Lots 1 through 10, Block D; and Lots 1 through 8, Block E, Southwind Meadows, Phase 1, a subdivision according to the map or plat recorded in Document No. D217140811 in the Official Public Records of Tarrant County, Texas; Lot 1 through 22, Block A; and Lots 1 through 20, Block B, Southwind Meadows, Phase 2, a subdivision according to the map or plat recorded in Document No. D217167348 in the Official Public Records of Tarrant County, Texas; and Lot 1 through 10, Block G, Southwind Meadows, Phase 3, a subdivision according to the map or plat recorded in Document No. D217224636 in the Official Public Records of Tarrant County, Texas, subject to such additions thereto and deletions therefrom as may be made pursuant to *Section 12.3* and *Section 12.4* of this Declaration.

1.27. **"Record, Recording, Recordation and Recorded"** means recorded or to be recorded in the Official Public Records of Tarrant County, Texas.

1.28. **"Resident"** means an occupant or tenant of a Lot, regardless of whether the person owns the Lot.

1.29. **"Restrictions"** means the restrictions, covenants, and conditions contained in this Declaration, the Design Guidelines, Bylaws, Community Manual, Rules and Regulations, or in any other rules and regulations promulgated by the Association pursuant to this Declaration, as adopted and amended from time to time. *See Table 1* for a summary of the Restrictions.

1.30. **"Rules and Regulations"** means any instrument, however denominated, which is adopted by the Board for the regulation and management of the Property, including any amendments to those instruments.

1.31. **“Solar Energy Device”** means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

TABLE 1: RESTRICTIONS	
Declaration (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of Property.
Certificate of Formation (Recorded)	Establishes the Association as a Texas nonprofit corporation.
Bylaws (Recorded)	Governs the Association’s internal affairs, such as elections, meetings, etc.
Community Manual (Recorded)	Establishes Rules and Regulations and policies governing the Association.
Design Guidelines (if adopted, Recorded)	Governs the design and architectural standards for the construction of Improvements and modifications thereto. The Declarant shall have no obligation to adopt the Design Guidelines.
Rules and Regulations (if adopted, Recorded)	Regulates the use of property, activities, and conduct within the Property or the Common Area.
Board Resolutions (adopted by the Board of the Association)	Establishes rules, policies, and procedures for the Property, Owners and Association.
Notice of Plat Recordation (Recorded)	Identifies specific residential Lots within a Plat. Upon recordation of a Notice of Plat Recordation, the Property included within the Plat not comprising a residential Lot will automatically be withdrawn from the terms and provisions of this Declaration. Declarant shall have no obligation to Record a Notice of Plat Recordation.

ARTICLE 2 GENERAL AND USE RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.1. General.

2.1.1 **Conditions and Restrictions.** All Lots within the Property will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Restrictions.

2.1.2 **Ordinances.** Ordinances and requirements imposed by local governmental authorities are applicable to all Lots within the Property. Compliance with the Restrictions is not a substitute for compliance with Applicable Law. Please be advised that the

Restrictions do not purport to list or describe each restriction which may be applicable to a Lot located within the Property. Each Owner is advised to review all ordinances, requirements, regulations and encumbrances affecting the use and improvement of their Lot prior to submitting plans to the ACC for approval. Furthermore, approval by the ACC should not be construed by the Owner that any Improvement complies with the terms and provisions of any ordinances, requirements, regulations or encumbrances which may affect the Owner's Lot. Certain encumbrances may benefit parties whose interests are not addressed by the ACC.

NOTICE

The Restrictions are subject to change from time to time. By owning or occupying a Lot, you agree to remain in compliance with the Restrictions, as they may change from time to time.

2.2. Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials relating to the Property or the Common Area (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 Common Area may include uses which are not shown on the Conceptual Plans. Neither Declarant nor any Homebuilder or other developer of any portion of the Property or the Common Area makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property or the Common Area 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, proposed or planned Improvements in making the decision to purchase any land or Improvements within the Property. Each Owner who acquires a Lot within the Property acknowledges that development of the Property or the Common Area will likely extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or the Common Area or changes in the Conceptual Plans as they may be amended or modified from time to time.

2.3. Single-Family Residential Use. The Lots shall be used solely for private single family residential purposes.

No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except an Owner or Resident may conduct business activities within a residence so long as: (i) such activity complies with all Applicable Law; (ii) the business activity is conducted without the employment of persons other than the residents of the home constructed in the Lot; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business on any Lot, sound, or smell from outside the residence; (iv) the business activity does not involve door-to-door

solicitation of residents within the Property; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor Lot will be considered open to the public. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or a Homebuilder.

Notwithstanding any provision in this Declaration to the contrary, until the expiration or termination of the Development Period:

(i) Declarant and/or its assignees may construct and maintain upon portions of the Common Area, any Lot, or portion of the Property owned by the Declarant, such facilities and may conduct such activities, which, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of single family residences or other Improvements constructed upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its assignees shall have an easement over and across the Common Area for access and use of such facilities at no charge; and

(ii) Declarant and/or its assignees will have an access easement over and across the Common Area for the purpose of making, constructing and installing Improvements upon the Common Area.

2.4. Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the ACC; provided, however, that when Declarant is the

Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the ACC.

2.5. Hazardous Activities. No activities may be conducted on or within the Property and no Improvements may be constructed on or within any portion of the Property which, in the opinion of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Property unless discharged in conjunction with an event approved in advance by the Board and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Property may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.6. Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area, or the Improvements located thereon, without the prior written approval of the Board.

2.7. Mining and Drilling. No portion of the Property or the Common Area may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Property or the Common Area by the Declarant. Furthermore, this provision will not be interpreted to prevent the drilling of water wells by the Declarant or otherwise approved in advance by the ACC which are required to provide water to all or any portion of the Property. All water wells must also be approved in advance by the ACC and any applicable regulatory authority.

2.8. Noise. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its Residents.

2.9. Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, monkeys, chickens, or other exotic animals). The Board may determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner may keep on

such Owner's Lot more than three (3) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than within the Owner's residence, or the fenced yard space associated therewith, unless confined to a leash. The Association may restrict pets to certain areas on the Property. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended in yards, porches or other outside area. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed, and inoculated as required by Applicable Law. If the Board determines, in its sole discretion, that a pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner, upon written notice, may be required to remove the pet from the Property.

2.10. Rubbish and Debris. As determined by the Board, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Property, and no odors will be permitted to arise therefrom so as to render all or any portion of the Property unsanitary, unsightly, offensive, or detrimental to any other property or Residents. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.11. Maintenance. The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Board, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this *Section 2.11* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Board, in its sole discretion:

- (i) Prompt removal of all litter, trash, refuse, and wastes.
- (ii) Lawn mowing.
- (iii) Tree and shrub pruning.
- (iv) Watering of lawn and landscaping.
- (v) Keeping exterior lighting and mechanical facilities in working order.

- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (vii) Keeping planting beds free of turf grass.
- (viii) Keeping sidewalks and driveways in good repair.
- (ix) Complying with Applicable Law.
- (x) Repainting of Improvements.
- (xi) Repair of exterior damage, and wear and tear to Improvements.

2.12. Street Landscape Area-Owner's Obligation to Maintain Landscaping. Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the curb of any adjacent right-of-way, street or alley (the "**ST Landscape Area**") unless the responsibility for maintaining the ST Landscape Area is performed by the Association.

2.13. Antennas. Except as expressly provided below, no exterior radio or television antennas, or aerial or satellite dish or disc, shall be erected, maintained or placed on a Lot without the prior written approval of the ACC; provided, however, that:

- (i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or
- (ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or
- (iii) an antenna that is designed to receive television or radio broadcast signals.

(collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the ACC, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Property.

2.14. Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and shall not encroach upon any street, Common Area, or any other portion of the Property. A Permitted Antenna shall be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Property, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the ACC are as follows:

(i) Attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) Attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The ACC may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted, **HOWEVER** you are required to comply with the rules regarding installation and placement. These Rules and Regulations may be modified by the ACC from time to time. Please contact the ACC for the current rules regarding installation and placement.

2.15. Signs. Unless otherwise prohibited by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the ACC, except for:

(i) signs which are expressly permitted pursuant to the Design Guidelines or Rules and Regulations;

(ii) signs which are part of Declarant or Homebuilder's overall marketing, sale, or construction plans or activities for the Property;

(iii) one (1) temporary "For Sale" sign placed on the Lot. The sign must be professionally made and shall be limited to a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post. The overall height of the sign from the finished grade of the Lot at the spot where the sign is located may not exceed four (4) feet. The sign must be removed within two (2) business days following the sale or lease of the Lot;

(iv) political signs may be erected provided the sign: (a) is erected no earlier than the 90th day before the date of the election to which the sign relates; (b) is removed no later than the 10th day after the date of the election to which the sign relates; and (c) is ground-mounted. Only one sign may be erected for each candidate or ballot item. In addition, signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are prohibited;

(v) a religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame), provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches;

(vi) permits as may be required by legal proceedings; and

(vii) permits as may be required by any governmental entity.

An Owner or Resident will be permitted to post a "no soliciting" and "security warning" sign near or on the front door to their residence, provided, that the sign may not exceed twenty-five (25) square inches.

For Lease and For Rent signs are expressly prohibited.

2.16. Flags – Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university ("**Permitted Flag**") and is permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the ACC. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot ("**Freestanding Flagpole**").

2.17. Flags – Installation and Display. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(ii) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height

(iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');

(iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(v) The display of a Permitted Flag, or the location and construction of a Permitted Flagpole or Freestanding Flagpole must comply with all Applicable Law;

(vi) Each Permitted Flagpole and Freestanding Flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction thereof and harmonious with the residence;

(vii) Any Permitted Flag, Permitted Flagpole, and Freestanding Flagpole must be maintained in good condition and any deteriorated Permitted Flag or deteriorated or structurally unsafe Permitted Flagpole or Freestanding Flagpole must be repaired, replaced or removed;

(viii) A Permitted Flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring Lot; and

(ix) Any external halyard of a Permitted Flagpole or Freestanding Flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the Permitted Flagpole or Freestanding Flagpole.

2.18. Tanks. The ACC must approve any tank used or proposed in connection with a residence, including tanks for storage of fuel, water, oil, or liquid petroleum gas (LPG), and including swimming pool filter tanks. No elevated tanks of any kind may be erected, placed or permitted on any Lot without the advance written approval of the ACC. All permitted tanks must be screened from view in accordance with a screening plan approved in advance by the ACC. This provision will not apply to a tank used to operate a standard residential gas grill.

2.19. Temporary Structures. No tent, shack, or other temporary building, Improvement, or structure shall be placed upon the Property without the prior written approval of the ACC; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for Declarant, Homebuilders, architects, and foremen during

actual construction may be maintained with the prior approval of Declarant (unless placed by the Declarant), approval to include the nature, size, duration, and location of such structure.

2.20. Outside Storage Buildings. Outside storage buildings located in a fenced rear yard of a Lot are allowed with the prior written approval of the ACC. One (1) permanent storage building will be permitted if: (i) the surface area of the pad on which the storage building is constructed is no more than one hundred (100) square feet; (ii) the height of the storage building, measured from the surface of the Lot, is no more than eight (8) feet; (iii) the exterior of the storage building is constructed of the same or substantially similar materials and of the same color as the principal residential structure constructed on the Lot; (iv) the roof of the storage building is the same material and color as the roof of the principal residential structure constructed on the Lot; and (v) the storage building is constructed within all applicable building setbacks. No storage building may be used for habitation.

2.21. Unightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any roadway within the Property or the Common Area.

2.22. Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes, travel trailers or recreational vehicles shall be parked or placed on any street right of way, Lot, or used as a residence, either temporary or permanent, at any time. However, such vehicles may be parked temporarily for a period not to exceed seventy-two (72) consecutive hours during each two (2) month period.

2.23. Basketball Goals; Permanent and Portable. Permanent basketball goals are permitted in the front of the residence on a Lot provided the basketball goal is located a minimum of twenty feet (20') from the street curb. The basketball goal backboard must be perpendicular to the street and mounted on a black metal pole permanently installed in the ground. Neither permanent nor portable basketball goals are permitted in any street right-of-

way. Portable basketball goals are permitted on a Lot, but must be stored in the rear of the Lot or inside garage from sundown to sunrise. Basketball goals must be properly maintained and painted, with the net in good repair. All basketball goals, whether permanent or portable, must be approved by the ACC prior to being placed on any Lot.

2.24. Compliance with Restrictions. Each Owner, his or her family, Residents of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of the Restrictions and may result in a fine against the Owner in accordance with *Section 7.12* of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board on behalf of the Association, the ACC, or by an aggrieved Owner. Without limiting any rights or powers of the Association, the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of Restrictions, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in this Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). **Each such Owner shall release and hold harmless the Association and 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 2.24* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for 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" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.**

2.25. Liability of Owners for Damage to Common Area. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area without the prior written approval of the Board and the Declarant during the Development Period. Each Owner shall be liable to the Association for any and all damages to: (a) the Common Area and any Improvements constructed thereon; or (b) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other Resident of such Owner's Lot, or any guest or invitee of such Owner or Resident. The full cost of all repairs of such damage shall be an Individual Assessment against such Owner's Lot,

secured by a lien against such Owner's Lot and collectable in the same manner as provided in *Section 7.10* of this Declaration.

2.26. No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of the Restrictions. Any Owner acquiring a Lot in reliance on one or more of the Restrictions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.27. Party Wall Fences. A fence or wall located on or near the dividing line between two (2) Lots and intended to benefit both Lots constitutes a "Party Wall" and, to the extent not inconsistent with the provisions of this *Section 2.27*, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions and are subject to the following:

2.27.1 Encroachments & Easement. If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this *Section 2.27*. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

2.27.2 Right to Repair. If the Party Wall is damaged or destroyed from any cause, the Owner of either Lot may repair or rebuild the Party Wall to its previous condition, and the Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the ACC in accordance with Article 7 of this Declaration.

2.27.3 Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is solely responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Tarrant County, Texas, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this *Section 2.27* is appurtenant to the Lot and passes to the Owner's successors in title.

2.27.4 Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use,

condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the ACC.

2.27.5 Dispute Resolution. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section (the "**Dispute**"), the parties shall submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board shall appoint a mediator. If the Dispute is not resolved by mediation, the Dispute shall be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board shall appoint an arbitrator. The decision of the arbitrator shall be binding upon the parties and shall be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for the cost of obtaining the all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Declaration for Assessments and may be collected by any means provided in the Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

2.28. Playscapes and Sports Courts. Playscapes and sport courts are permissible at the sole discretion of the ACC. If allowed, these facilities must be: (i) properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties; (ii) the height of a playscape, measured from the surface of the Lot, is no more than ten (10) feet; (iii) the canopy cover of any playscape shall be constructed of earth tone materials; and (iv) sport courts may not be lighted or enclosed with netting. Tennis courts are not permitted.

2.29. Decorations and Lighting. Unless otherwise permitted by *Section 2.15(v)*, no decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the residence or on the front yard or on any other portion of a Lot which is visible from any street, unless such specific items have been approved in writing by the ACC. Customary seasonal decorations for holidays are permitted without approval by the ACC but shall be removed within thirty (30) days of the applicable holiday. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Lot

and so as not to affect or reflect into surrounding residences or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot which is visible from any street unless otherwise approved by the ACC.

2.30. Shared Mailbox. A mailbox kiosk (the "Shared Mailbox") has been installed on the Property which serves the Owners. Such Shared Mailbox is hereby designated as Common Area, and the Association will maintain the Shared Mailbox in good condition and repair in accordance with United States Postal requirements. Notwithstanding the foregoing, individual Owners are required to replace the locks and/or keys as needed and responsible for the cost associated therewith.

ARTICLE 3 CONSTRUCTION RESTRICTIONS

3.1. Approval for Construction. Unless prosecuted by the Declarant, no Improvements shall hereafter be placed, maintained, erected, or constructed upon any Lot without the prior written approval of the ACC in accordance with *Article 8* of this Declaration.

3.2. Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided that all rentals must be for terms of at least six (6) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Restrictions. Notice of any lease, together with such additional information as may be required by the Board, will be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease.

3.3. Fences; Sidewalks. All fences and walls shall comply with all Applicable Law. Unless otherwise approved by the ACC, no fence, wall or hedge will be erected or maintained on any Lot nearer to the street than the front elevation of the residence constructed on the Lot, except for fences erected in conjunction with the model homes or sales offices. The ACC will have the sole discretion to determine the front elevation of the residence for the purpose of this *Section 3.3*. No chain-link, metal cloth or agricultural fences may be installed or maintained on a Lot. If required by the Plat, the Owner of each Lot shall construct, at such Owner's sole cost and expense and prior to occupying any Improvement, a sidewalk on such Owner's Lot, located and designed in conformance with the Plat. The Board, in its sole discretion, may undertake the maintenance and staining the fences for corner Lots and on the main streets of the subdivision.

3.4. Trash Containers. Trash containers and recycling bins must be stored in one of the following locations:

- (i) inside the garage of the single-family residence constructed on the Lot; or

(ii) behind the single-family residence, retaining wall, or fence constructed on the Lot, or concealed by landscaping, in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot.

The Board shall have the right to specify additional locations on each Owner's Lot in which trash containers or recycling bins must be stored.

3.5. Drainage. There shall be no interference with the established drainage patterns over any of the Property, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved in advance by the ACC. Specifically, and not by way of limitation, no Improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots.

3.6. Construction Activities. The Restrictions will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant or a Homebuilder) upon or within the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of the Restrictions by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the ACC in its sole and reasonable judgment, the ACC will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the ACC may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all reasonable expenses incurred in connection therewith.

3.7. Roofing. The roofs of all buildings shall be approved by the ACC. Any other type of roofing material shall be permitted only with the advance written approval of the ACC. In addition, roofs of buildings may be constructed with "**Energy Efficiency Roofing**" with the advance written approval of the ACC. For the purpose of this Section 3.7, "**Energy Efficiency Roofing**" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities. The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth the Restrictions. In conjunction

with any such approval process, the Owner should submit information which will enable the ACC to confirm the criteria set forth in this *Section 3.7*. Any other type of roofing material shall be permitted only with the advance written approval of the ACC.

3.8. Swimming Pools. Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all Applicable Law and be approved in advance by the ACC. Nothing in this *Section 3.8* is intended or shall be construed to limit or affect an Owner's obligation to comply with any Applicable Law concerning swimming pool enclosure requirements. Unless otherwise approved in advance by the ACC, above-ground or temporary swimming pools are not permitted on a Lot.

3.9. Compliance with Setbacks. No residence may be constructed on any Lot nearer to a street than the minimum building setback lines shown on the Plat and no building shall be located on any utility easements.

3.10. Solar Energy Device. Solar Energy Devices may be installed with the advance written approval of the ACC, in accordance with the procedures and requirements set forth below.

3.10.1 Application. To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application. The Solar Application shall be submitted in accordance with the provisions of *Article 7* of the Declaration.

3.10.2 Approval Process. The ACC will review the Solar Application in accordance with the terms and provisions of *Article 7* of the Declaration. The ACC will approve a Solar Energy Device if the Solar Application complies with *Section 3.10.3* below **UNLESS** the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.10.3*, will create a condition that substantially interferes with the use and enjoyment of the property within the Property by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on Common Area or property owned or maintained by the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.10* when considering any such request.

3.10.3 Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten (10%) percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

3.11. Rainwater Harvesting Systems. Rain barrels or rainwater harvesting systems (a "Rainwater Harvesting System") may be installed with the advance written approval of the ACC.

3.11.1 Application. To obtain ACC approval of a Rainwater Harvesting System, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "Rain System Application"). A Rain System Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Rain System Application.

3.11.2 Approval Process. The decision of the ACC will be made in accordance with *Article 8* of this Declaration. Any proposal to install a Rainwater Harvesting System on Common Area must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.11* when considering any such request.

3.11.3 Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the ACC.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the ACC.

3.11.4 Guidelines. If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Common Area, or another Owner's Lot, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Common Area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Common Area, or another Owner's Lot, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the ACC.

3.12. Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the ACC. All Owners implementing Xeriscaping shall comply with the following:

3.12.1 Application. Approval by the ACC is required prior to installing Xeriscaping. To obtain the approval of the ACC for Xeriscaping, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant

provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The ACC is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

3.12.2 Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the ACC. For purposes of this *Section 3.12*, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the ACC determines that: a) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or b) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot.

(ii) No Owners shall install gravel, rocks or cacti that in the aggregate encompass over thirty percent (30%) of such Owner's front yard or fifty percent (50%) of such Owner's back yard.

(iii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the ACC.

3.12.3 Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 3.12* when considering any such request.

3.12.4 Approval. Each Owner is advised that if the Xeriscaping Application is approved by the ACC, installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the ACC may require the Owner to:

(i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the Property; or (ii) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

3.13. Utility Lines. No sewer, drainage or water lines shall be constructed, placed or maintained anywhere in or upon any portion of the Property other than within buildings or structures unless the same shall be constructed, placed or maintained underground. No wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Property other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures.

**ARTICLE 4
SOUTHWIND MEADOWS COMMUNITY ASSOCIATION, INC.**

4.1. Organization. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Certificate nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.2. Membership.

4.2.1 Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot.

**If you acquire a Lot you automatically become a member of the Association.
Membership is Mandatory!**

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

(i) The right of the Declarant, or the Declarant's designee, to cause such Improvements and features to be constructed upon the Common Area, as determined from time to time by the Declarant, in the Declarant's sole and absolute discretion;

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

(iii) The right of the Declarant, during the Development Period, and the Board thereafter, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;

(iv) With the advance written approval of the Declarant, during the Development Period, and the right of the Board to grant easements or licenses over and across the Common Area;

(v) 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;

(vi) The right of the Declarant, during the Development Period, and the Board, with the advance written approval of the Declarant during the Development Period, to promulgate Rules and Regulations regarding the use of the Common Area and any Improvements thereon; and

(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.

4.3. Governance. As more specifically described in the Bylaws, 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 this Declaration to the contrary, Declarant will have the sole right to appoint and remove all members of the Board until the tenth (10th) anniversary of the date this Declaration is Recorded. Not later than the tenth (10th) anniversary of the date this Declaration is Recorded, or sooner as determined by Declarant, the Board shall hold a meeting of Members of the Association for the purpose of electing one-third (1/3) of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint**

and remove two-thirds (2/3) of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.

4.4. Voting Rights. The right to cast votes and the number of votes which may be cast for election of members to the Board (except as provided by *Section 4.3*) and on all other matters to be voted on by the Members will be calculated as set forth below.

4.4.1 Owner Votes. The Owner of each Lot will have one (1) vote for each Lot so owned.

4.4.2 Declarant Votes. In addition to the votes to which Declarant is entitled by reason of *Section 4.4.1*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period.

4.4.3 Co-Owner Votes. When more than one person or entity owns a portion of the fee simple interest in any Lot, all such persons or entities will be Members. As more specifically described in the Bylaws, the vote or votes (or fraction thereof) for such Lot will be exercised by the person so designated in writing to the Secretary of the Association by the Owner of such Lot, and in no event will the vote for such Lot exceed the total votes to which such Lot is otherwise entitled under this *Section 4.4*.

4.5. Powers. The Association will have the powers of a Texas nonprofit corporation. It will 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 by Applicable Law or this Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

4.5.1 Rules and Regulations, Bylaws and Community Manual. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such rules, regulations, policies, Bylaws and Community Manual, as applicable, which are not in conflict with this Declaration, as it deems proper, covering any and all aspects of the Property or the Common Area (including the operation, maintenance and preservation thereof) or the Association. Any Rules and Regulations, policies, the Bylaws and the Community Manual and any modifications thereto proposed by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

4.5.2 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.

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

4.5.4 Assessments. To levy and collect assessments, as provided in *Article 7* below.

4.5.5 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 or Resident, upon any Lot and into any Improvement thereon for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Restrictions. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon or therein will be a personal obligation of the Owner of the Lot so entered, will be deemed an Individual Assessment against such Lot, will be secured by a lien upon such Lot, and will be enforced in the same manner and to the same extent as provided in *Article 7* hereof for Assessments. The Association will 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 Restrictions. 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 Restrictions; provided, however, that the Board will 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 alter or demolish any Improvements on any Lot other than Common Area in enforcing these Restrictions before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) has been obtained. **EACH SUCH OWNER AND RESIDENT WILL RELEASE AND HOLD 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 4.5.5 (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR 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.**

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

4.5.7 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 for the purpose of constructing, erecting, operating or maintaining the following:

- (i) Parks, park ways 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.

Nothing set forth above, however, will be construed to permit use or occupancy of any Improvement or other facility in a way that would violate applicable use and occupancy restrictions imposed by the Restrictions or by Applicable Law. In addition, until expiration or termination of the Development Period, any grant or conveyance under this *Section 4.5.7* must be approved in advance and in writing by the Declarant.

4.5.8 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 its property, to the extent deemed advisable by the Board. 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 AND COMMITTEE MEMBERS FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

4.5.9 Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, gardening and all other utilities, services, repair and maintenance for any portion of the Property, Common Area, private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, and lakes.

4.5.10 Other Services and Properties. To obtain and pay for any other property, services, permits or other governmental approvals, 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 Restrictions or as determined by the Board.

4.5.11 Construction on Common Area. To construct new Improvements or additions to any property owned, leased, or licensed by the Association, including but not limited to the Common Area, subject to the approval of the Board and the Declarant until expiration or termination of the Development Period.

4.5.12 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 will determine, to operate and maintain any Common Area 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, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant.

4.5.13 Property Ownership. To acquire, own and dispose of all manner of real and personal property, including habitat, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by the Declarant.

4.5.14 Allocation of Votes. To determine votes when permitted pursuant to Section 4.4 above.

4.5.15 Membership Privileges. To establish Rules and Regulations governing and limiting the use of the Common Area and any Improvements thereon. All Rules and Regulations governing and limiting the use of the Common Area, and any Improvements thereon must be approved in advance and in writing by the Declarant during the Development Period.

4.6. Conveyance of 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, reserves the right, from time to time and at any time, to designate by written and Recorded instrument portions of the Property being held by the Declarant for the benefit of the Association. Upon the Recording of such designation, the portion of the Property identified therein will be considered Common Area for the purpose of this Declaration. 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 Property, for the Property 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 without

regard to whether such real or personal property is designated by the Declarant as 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.

4.7. Indemnification. To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will 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 such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (1) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (2) 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, will 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.

4.8. Insurance. The Board may purchase and cause to be maintained, 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 or incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability or otherwise.

4.9. Bulk Rate Contracts. Without limitation on the generality of the Association powers set out in *Section 4.5* hereinabove (except that during the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant), the Association

will 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 chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are 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. The Association may, at its option and election, add the charges payable by such Owner under such Bulk Rate Contract to the Assessments against such Owner's Lot. 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 will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Declaration 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 which is reserved under the terms and provisions of this Declaration. 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 pursuant to Applicable Law, 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 the Resident of such Owner's Lot) directly to the applicable service or utility provider. Such notice will 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 will include the office or street address where the Owner (or the Resident of such Owner's Lot) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

4.10. 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 or any other 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. The Board will 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.

4.11. Administration of Common Area. The administration of the Common Area by the Association shall be in accordance with the provisions of Applicable Law and the Restrictions, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently 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 or quasi-governmental agency having regulatory jurisdiction over the Common Area or by any title insurance company selected by Declarant to insure title to any portion of the Common Area.

4.12. Right of Action by Association. The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation or administrative proceedings: (a) in the name of or on behalf of any Lot Owner (whether one or more); or (b) pertaining to a Claim, as defined in *Section 13.1* below, relating to the design or construction of Improvements on a Lot (whether one or more). This *Section 4.12* may not be amended or modified without Declarant's written and acknowledged consent 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 the Recorded amendment instrument.

ARTICLE 5 INSURANCE

5.1. Insurance. Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot. The Association will not be required to maintain insurance on the Improvements constructed upon any Lot. The Association may, however, obtain such 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 will be a common expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance. During the Development Period, Declarant reserves the right to satisfy the insurance obligations of the Association with a master insurance program controlled by Declarant.

ARE YOU COVERED?

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

5.2. Restoration. In the event of any fire or other casualty, unless otherwise approved by the ACC, the Owner will promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials identical 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 same to completion, or if the Owner does not clean up any debris resulting from any

damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner will be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will 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, than at the rate of one and one-half percent (1½%) per month) will be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot will be secured by the liens reserved in the Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot. **EACH SUCH OWNER WILL RELEASE AND HOLD 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 5.2, 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.**

5.3. Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this *Article 5*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration or replacement, such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 6 ENFORCING THE RESTRICTIONS

6.1. Notice And Hearing. Before levying a fine for violation of the Restrictions (other than nonpayment of Assessments), or before levying an Individual Assessment for property damage, the Association will give the Owner written notice of the levy and an opportunity to be heard, to the extent required by Applicable Law. The Board may adopt procedures and

requirements for notices and hearing, provided they are consistent with the requirements of Applicable Law.

6.2. Remedies. The remedies provided in this Article for breach of the Restrictions are cumulative and not exclusive. In addition to other rights and remedies provided by the Restrictions and by Applicable Law, the Association has the following rights to enforce the Restrictions:

6.2.1 **Nuisance.** The result of every act or omission that violates any provision of the Restrictions is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

6.2.2 **Fine.** The Association may levy reasonable charges, as an Individual Assessment, against an Owner and the Owner's Lot if the Owner or Resident, or the Owner or Resident's family, guests, employees, agents, or contractors violate a provision of the Restrictions. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the Owner's obligations under the Restrictions.

6.2.3 **Suspension.** The Association may suspend the right of Owners and Residents to use Common Area (except rights of ingress and egress) for any period during which the Owner or Resident, or the Owner or Resident's family, guests, employees, agents, or contractors violate the Restrictions. A suspension does not constitute a waiver or discharge of the Owner's obligations under the Restrictions.

6.2.4 **Self-Help.** The Association has the right to enter a Lot, Structure, and/or Dwelling to abate or remove, using force as may reasonably be necessary, any erection, thing, animal, person, vehicle, or condition that violates the Restrictions. In exercising this right, the Board is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Lot and Owner as an Individual Assessment. Unless an emergency situation exists in the good faith opinion of the Board, the Board will give the violating Owner fifteen (15) days' notice of its intent to exercise self-help.

6.2.5 **Suit.** Failure to comply with the Restrictions will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

6.3. Board Discretion. The Board may use its sole discretion in determining whether to pursue a violation of the Restrictions, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances: (a) the Association's position is not sufficiently strong to justify taking any or further action; (b) the provision being enforced is or may be construed as inconsistent with Applicable Law; (c) although a technical violation may exist, it is not of such a

material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (d) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

6.4. No Waiver. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Restrictions. Failure by the Association or by any Owner to enforce a provision of the Restrictions is not a waiver of the right to do so thereafter.

6.5. Recovery of Costs. The costs of curing or abating a violation are the expense of the Owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Restrictions, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Restrictions or the restraint of violations of the Restrictions, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

ARTICLE 7 COVENANT FOR ASSESSMENTS

7.1. Assessments.

7.1.1 Established by the Board. Assessments established by the Board pursuant to the provisions of this Article 7 will be levied against each Lot in amounts determined pursuant to Section 7.7 below. The total amount of Assessments will be determined by the Board pursuant to Section 7.3, 7.4, 7.5, and/or 7.6.

7.1.2 Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon (such lien, with respect to any Lot not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

7.1.3 Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. Any subsidy and the characterization thereof will be disclosed as a line item in the annual budget prepared by the Board and attributable to such Assessments. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

7.2. **Maintenance Fund.** The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Declaration. The funds of the Association may be used for any purpose authorized by the Restrictions and Applicable Law.

7.3. **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 (the "**Regular Assessments**") which sets forth: (i) an estimate of the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under the Restrictions, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Restrictions; and (ii) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and giving due consideration to any expected income and any surplus from the prior year's fund. Regular Assessments sufficient to pay such estimated net expenses will then be levied at the level of Assessments set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment by any Owner, the Association may at any time, and from time to time, levy further Assessments in the same manner. All such Regular Assessments will be due and payable to the Association annually on or before the first day of the month, or in such other manner as the Board may designate in its sole and absolute discretion.

7.4. **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. Such Working Capital Assessment need not be uniform among all Lots, and the Declarant or the Board is expressly authorized to levy Working Capital Assessments of varying amounts depending on the size, use and general character of the Lots then being made subject to such levy. The Association may use the working capital to discharge operating expenses. The levy of any Working Capital Assessment will be effective only upon the Recordation of a written notice, signed by the Declarant, during the Development Period, or a duly authorized officer of the Association thereafter, setting forth the amount of the Working Capital Assessment and the Lots to which it applies.

Notwithstanding the foregoing provision, the following transfers shall not be subject to the Working Capital Assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. Additionally, an Owner who (iv) is a Homebuilder; or (v) a Residential Developer shall not be subject to the Working Capital Assessment; however, the Working Capital Assessment shall be payable by any Owner who acquires a Lot from a Homebuilder or Residential Developer for

residential living purposes or by any Owner who: (vi) acquires a Lot and is not in the business of constructing single-family residences for resale to a third party; or (vii) who acquires the Lot for any purpose other than constructing a single-family residence thereon for resale to a third party. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, Declarant's determination regarding application of the exemption shall be binding and conclusive without regard to any contrary interpretation of this *Section 7.4*. The Working Capital Assessment shall be in addition to, not in lieu of, any other Assessments levied in accordance with this Article and shall not be considered an advance payment of such Assessments. The Working Capital Assessment hereunder will be due and payable to the Association immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The Declarant during the Development Period, and thereafter the Board, shall have the power to waive the payment of any Working Capital Assessment attributable to a Lot (or all Lots) by the Recordation of a waiver notice or in the Notice of Applicability, which waiver may be temporary or permanent.

7.5. Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy 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 Restrictions. The amount of any special Assessments will be at the reasonable discretion of the Board. In addition to the special Assessments authorized above, the Association may, in any fiscal year, levy a special Assessment applicable to that fiscal year only 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. Any special Assessment levied by the Association 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.

7.6. Individual Assessments. In addition to any other Assessments, the Board may levy an Individual Assessment against an Owner and the Owner's Lot. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner's Lot into compliance with the Declaration; fines for violations of the Restrictions; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Residents of the Owner's Lot; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to the benefit received.

7.7. Amount of Assessment.

7.7.1 Assessments to be Levied. The Board shall levy Assessments against each "Assessment Unit" (as defined in *Section 7.7.2*) below). Unless otherwise provided in this Declaration, Assessments levied pursuant to *Section 7.3* and *Section 7.5* shall be levied uniformly against each Assessment Unit allocated to a Lot.

7.7.2 Assessment Unit. Each Lot shall constitute one "Assessment Unit" unless otherwise provided in *Section 7.7.3* and *7.7.4*.

7.7.3 Assessment Exemption. Notwithstanding anything in this Declaration to the contrary, no Assessments shall be levied upon Lots owned by Declarant.

7.7.4 Other Exemptions. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Property or any Lot from any Assessments levied or charged pursuant to this *Article 7*; or (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Property. Declarant or the Board may also exempt any portion of the Property which is dedicated and accepted by public authority from Assessments.

7.8. Late Charges. If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be levied as an Individual Assessment against the Lot owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

7.9. Owner's Personal Obligation; Interest. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot 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 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 therefor (or if there is no such highest rate, then at the rate of one and one half percent (1 ½%) per month), together with all late charges, if any, costs and expenses of collection, including reasonable attorney's fees. Such amounts will be levied as an Individual Assessment against the Lot owned by such Owner.

7.10. Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this Article is, together with late charges as provided in *Section 7.8* and interest as provided in *Section 7.9* hereof and all costs of collection, including attorney's fees as herein provided, secured by the continuing Assessment lien granted to the Association pursuant to *Section 7.1.2* above, and will bind each Lot in the hands of the Owner thereof, and

such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot, except only for: (i) tax liens and governmental assessment liens; (ii) all sums secured by a Recorded first mortgage lien or Recorded first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot in question, (iii) home equity loans or home equity lines of credit which are secured by a Recorded second mortgage lien or Recorded second deed of trust lien of record; or (iv) as otherwise required by Applicable Law; provided that, in the case of subparagraphs (ii), (iii) and (iv) above, such Mortgage was Recorded before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination shall be signed by an authorized officer, agent or attorney 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 covered by such lien and a description of the Lot. Such notice may be signed by one of the authorized officers, agents, or attorneys of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot subject to this Declaration, will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have by law and under this Declaration, 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 will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will 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 will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot; 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 will be extinguished, provided that past-due Assessments will 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 will 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. Upon payment of all sums secured by a lien of the type described in this Section 7.10, the Association will upon the request of the Owner, and at such Owner's cost, execute a release of 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 will be signed by an authorized officer, agent, or attorney of the Association. 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 twelve (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 service provided through the Association and not paid for directly by an Owner or Resident to the utility or service provider. Such notice will 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 will 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. Utility or cable service will not be disconnected 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 will not relieve the Owner of such Lot 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 and on the date of such conveyance Assessments against the Lot remain unpaid, or said Owner owes other sums or fees under this Declaration to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot, and such sums will be paid in preference to any other charges against the Lot other than liens superior to the Assessment lien and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot which are due and unpaid. The Owner conveying such Lot will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the expenses associated with updating the Association's records upon the transfer of a Lot to a third party; provided, however, that no transfer fee will be due upon the transfer of a Lot from Declarant to a third party.

Yes, the Association can foreclose on your Lot!

If you fail to pay assessments to the Association, you may lose title to your Lot if the Association forecloses its assessment lien.

7.11. Exempt Property. The following areas will be exempt from the Assessments provided for in this Article:

- (i) All area dedicated and accepted by public authority;
- (ii) The Common Area; and
- (iii) Any portion of the Property owned by Declarant.

7.12. Fines and Damages Assessment.

7.12.1 Board Assessment. The Board may assess fines against an Owner for violations of the Restrictions which have been committed by an Owner, a Resident, or the Owner or Residents guests, agents or invitees. Any fine and/or charge for damage levied in accordance with this *Section 7.12* will be considered an Individual Assessment pursuant to this Declaration. 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 or any facilities caused by the Owner, Resident, or their guests, agents, or invitees. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Rules and Regulations and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

7.12.2 Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 7.9* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 7.1.2* of this Declaration. Unless otherwise provided in this *Section*, the fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 7*.

ARTICLE 8 ARCHITECTURAL CONTROL COMMITTEE

Declarant has a substantial interest in ensuring that Improvements within the Property maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the Property. Until Declarant has delegated its right to appoint and remove all members of the ACC to the Board as provided in *Section 8.2.1* below, the ACC will be acting solely in Declarant's interest and will owe no duty to any other Owner or the Association. Notwithstanding any provision in this Declaration to the contrary, Declarant may appoint a single person to exercise the rights of the ACC. No Improvement constructed or caused to be constructed by the Declarant will be subject to the terms and provisions of this *Article 8* and need not be approved in accordance herewith.

8.1. Construction of Improvements. No Improvement may be erected, placed, constructed, painted, altered, modified or remodeled on any Lot, and no Lot may be re-subdivided or consolidated with other Lots or Property, by anyone other than Declarant without the prior written approval of the ACC.

8.2. Architectural Control Committee.

8.2.1 Composition. The ACC will be composed of not more than three (3) persons (who need not be Members or Owners) appointed as provided below, who will review

Improvements proposed to be made by any Owner other than Declarant. Declarant will have the right to appoint and remove (with or without cause) all members of the ACC. Declarant may assign its right to appoint all members of the ACC to the Association by Recorded written instrument, and thereafter, the Board will have the right to appoint and remove (with or without cause) all members of the ACC. Any assignment by Declarant of the right to appoint and remove all members of the ACC may be withdrawn until expiration of twenty-four (24) months after the expiration of the Development Period. If Declarant withdraws its assignment of the right to appoint and remove all members of the ACC, then on the date of such withdrawal, Declarant will have the right to appoint and remove (with or without cause) all members of the ACC. Declarant's right to appoint all members of the ACC will automatically be assigned to the Association upon the expiration of twenty-four (24) months after the expiration of the Development Period. Declarant, at its option, may create and assign specific duties and responsibilities to one or more sub-committees consisting of members and/or nonmembers of the ACC. In the event responsibilities and duties are assigned to a sub-committee, those responsibilities and duties will no longer be discharged by the ACC unless the sub-committee exercising such duties and responsibilities is dissolved by Declarant. The right to create, dissolve, and appoint members of such sub-committees will reside exclusively with Declarant until such time as Declarant has assigned its right to appoint members of the ACC to the Association. The ACC will have the right to employ consultants and advisors as it deems necessary or appropriate.

8.2.2 Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to re-subdivide or consolidate Lots, a proposal for such re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the ACC together with any review fee which is imposed by the ACC in accordance with *Section 8.2.3* to the ACC at the offices of Declarant, at such address as may hereafter be designated in writing from time to time. No re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot, until the plans and specifications and the builder which the Owner intends to use to construct the proposed structure or Improvement have been approved in writing by a Majority of the members of the ACC. The ACC 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 ACC or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The ACC may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the ACC, in its sole discretion, may require. Site plans must be approved by the ACC prior to the clearing of any Lot, or the construction of any Improvements. The ACC may refuse to approve plans and specifications for proposed Improvements, or for the re-subdivision or consolidation of any Lot on any grounds that, in the sole and absolute discretion of the ACC, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Declaration, the ACC may issue an approval to Homebuilders

for the construction of 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 Declaration.

8.2.3 Design Guidelines. Declarant may adopt the initial Design Guidelines and, during the Development Period, will have the power from time to time, to adopt (unless previously adopted by Declarant), amend, modify, or supplement the Design Guidelines, if any. Upon expiration or termination of the Development Period, the ACC, or any sub-committee thereof created pursuant to *Section 8.2.1*, will have the power from time to time, to amend, modify, or supplement the Design Guidelines, if any; provided, however, that any amendment to the Design Guidelines made by a sub-committee will only apply to the Improvements under the jurisdiction of such sub-committee, and during the Development Period, any such amendment, modification or supplement must be approved in advance and in writing by the Declarant. In the event of any conflict between the terms and provisions of the Design Guidelines, if any, and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control. In addition, the ACC will 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 Declaration. Such charges will be held by the ACC and used to defray the administrative expenses incurred by the ACC in performing its duties hereunder; provided, however, that any excess funds held by the ACC will be distributed to the Association at the end of each calendar year. The ACC will not be required to review any plans until a complete submittal package, as required by this Declaration and the Design Guidelines, is assembled and submitted to the ACC. The ACC will have the authority to adopt such additional procedural and substantive rules and guidelines (including, without limitation, the imposition of any requirements for certificates of compliance or completion relating to any Improvement and the right to approve in advance any contractor selected for the construction of Improvements), not in conflict with this Declaration, as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

8.2.4 Actions of the Architectural Control Committee. The ACC may, by resolution unanimously adopted in writing, designate one or more of its members, or an agent acting on its behalf, to take any action or perform any duties for and on behalf of the ACC, except the granting of variances. In the absence of such designation, the vote of a Majority of all of the members of the ACC taken at a duly constituted meeting will constitute an act of the ACC.

8.2.5 Failure to Act. In the event that any plans and specifications are submitted to the ACC as provided herein, and the ACC fails either to approve or reject such plans and specifications for a period of sixty (60) days following such submission, rejection of such plans and specifications by the ACC will be presumed. In furtherance, and not in limitation, of the foregoing, any failure of the ACC to act upon a request for a variance will not

be deemed a consent to such variance, and the ACC's written approval of all requests for variances will be expressly required.

8.2.6 Variances. The ACC may grant variances from compliance with any of the provisions of the Design Guidelines, if any, or this Declaration, when, in the opinion of the ACC, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing and must be signed by at least a Majority of the members of the ACC. Each variance must also be Recorded; provided however, that failure to record a variance will not affect the validity thereof or give rise to any claim or cause of action against the ACC, including the Declarant or its designee, the Association, or the Board. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or the Design Guidelines, if any, will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of this Declaration or the Design Guidelines, if any, for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of this Declaration or the Design Guidelines, if any.

8.2.7 Duration of Approval. The approval of the ACC of any plans and specifications, and any variances granted by the ACC, will be valid for a period of one hundred and twenty (120) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred and twenty (120) 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 ACC, in its sole and absolute discretion, the Owner will be required to resubmit such plans and specifications or request for a variance to the ACC, and the ACC will have the authority to re-evaluate such plans and specifications in accordance with this Section 8.2.7 and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

8.2.8 No Waiver of Future Approvals. The approval of the ACC to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the ACC will 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 will such approval or consent be deemed to establish a precedent for future approvals by the ACC.

8.2.9 Non-Liability of Committee Members. NEITHER DECLARANT, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, NOR ANY MEMBER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR

INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL CONTROL COMMITTEE'S DUTIES UNDER THIS DECLARATION.

**ARTICLE 9
MORTGAGE PROVISIONS**

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Property. The provisions of this Article apply to the Declaration and the Bylaws of the Association.

9.1. 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 to which its Mortgage relates (thereby becoming an "**Eligible Mortgage Holder**"), will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot 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 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 Restrictions relating to such Lot or the Owner or Resident which is not cured within sixty (60) days; or

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

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

9.3. Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien mortgages under Applicable Law will relate only to the individual Lots and not to any other portion of the Property.

**ARTICLE 10
GENERAL PROVISIONS**

10.1. Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration will run with and bind the Property, and will 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 Declaration is Recorded, and continuing through and including January 1, 2065, after which time this Declaration will 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 in a resolution adopted by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. 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 Declaration 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, as of the date that this document is first Recorded, descendants of Elizabeth II, Queen of England.

10.2. Eminent Domain. In the event it becomes necessary for any public authority to acquire all or any part of the Common Area for any public purpose during the period this Declaration is in effect, the Board is hereby authorized to negotiate with such public authority 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 Mortgages or deeds of trust on the respective Lot. Notwithstanding any provision of any of the Restrictions, a public authority that acquires any part of the Property through the lawful exercise of eminent domain shall not be required to condemn any Restrictions applying to such part and shall not be bound by any Restriction if such Restriction would interfere with the public use for which such part is acquired; provided, however, that this sentence is not intended to permanently extinguish any Restriction and shall be of no effect if such public authority abandons its public use of any such part of the Property acquired through eminent domain.

10.3. Amendment. This Declaration may be amended or terminated by the Recording of an instrument executed and acknowledged by: (a) Declarant acting alone; or (b) 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 number of votes entitled to be cast by members 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, its successors or assigns, during the Development Period.

10.4. Roadway and Utility Easements. Declarant reserves the right to create, locate, relocate, construct, erect, and maintain or cause to be created, located, relocated, constructed, erected, and maintained in and on any portion of the Property then owned by Declarant or any streets maintained by the Association, or areas conveyed to the Association, or areas reserved or held as Common Area, roadways, sewer lines, water lines, electrical lines and conduits, and other pipelines, conduits, wires, and any public utility function beneath or above the surface of the ground with the right of access to the same at any time for the purposes of repair and maintenance.

10.5. Enforcement. The Association and the Declarant will have the right to enforce, by a proceeding at law or in equity, the Restrictions. Failure to enforce any right, provision, covenant, or condition set forth in the Restrictions will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future.

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

10.7. Severability. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Declaration, 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 Declaration, the Certificate, the Bylaws, or any Rules and Regulations adopted pursuant to the terms of such documents, the provisions of this Declaration, the Certificate, the Bylaws, and the Rules and Regulations, in such order, will govern.

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

10.10. Acceptance by Grantees. Each grantee of Declarant of a Lot or other real property interest in the Property, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Declaration or to whom this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each grantee 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 Property, and will bind any person having at any time any interest or estate in the Property, and will inure to the benefit of each Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

10.11. Damage and Destruction. The Association shall undertake the following actions subsequent to damage or destruction to all or any part of the Common Area or Special Common Area covered by insurance:

10.11.1 Claims. Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area covered by insurance, the Board, or its duly authorized agent, will 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 10.11.1, means repairing or restoring the Common Area to substantially the same condition as existed prior to the fire or other casualty.

10.11.2 Repair Obligations. Any damage to or destruction of the Common Area will 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 will be extended until such information will be made available.

10.11.3 Restoration. In the event that it should be determined by the Board that the damage or destruction of the Common Area will not be repaired and no alternative Improvements are authorized, then the affected portion of the Common Area will be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association 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 will levy a special Assessment, as provided in Article 7, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

10.11.5 Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of Mortgages or deeds of trust on their Lots.

10.12. No Partition. Except as may be permitted in this Declaration or amendments thereto, no physical partition of the Common Area or any part thereof will be permitted, nor

will any person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the portion of the Property or the Common Area in question has been removed from the provisions of this Declaration pursuant to *Section 12.4* below. This *Section 10.12* will 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 Declaration, nor will this provision be constructed to prohibit or affect the creation of a condominium regime in accordance with the Texas Uniform Condominium Act.

10.13. Notices. Any notice permitted or required to be given to any person by this Declaration will be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

10.14. View Impairment. Neither Declarant nor the Association guarantee or represent that any view over and across the Lots, or any open space or Common Area within the Property will be preserved without impairment. Neither the Declarant, the ACC, nor the Association shall have any obligation to relocate, prune, or thin trees or perform other landscaping. The Association (with respect to any Common Area) will 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.

10.15. Safety and Security. Each Owner and Resident of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property within the Property or the Common Area. The Association may, but shall not be obligated to, maintain or support certain activities within the Property or the Common Area 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, neither the Association nor the Declarant nor their Directors, employees, or agents shall in any way be considered insurers or guarantors of safety or security within the Property or the Common Area, 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.

ARTICLE 11 EASEMENTS

11.1. Right of Ingress and Egress. Declarant, its agents, employees, designees, successors or assigns will have a right of ingress and egress over and the right of access to the Common Area to the extent necessary to use the Common Area and the right to such other

temporary uses of the Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with the construction and development of the Property. The Property 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 everything and anything necessary to properly maintain and furnish the Community 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 Systems and to provide the services available through the Community Systems to any and all Lots within the Property. Neither the Association nor any Owner shall have any interest therein. Any or all of such services may be provided either directly through the Association and paid for as part of the Assessments or paid directly to Declarant, any affiliate of Declarant, or a third party, by the Owner who receives the services. The Community Systems 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 Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any person or entity. The rights of Declarant with respect to the Community Systems installed by Declarant and the services provided through such Community Systems are exclusive, and no other person or entity may provide such services through the Community Systems installed by Declarant without the prior written consent of Declarant. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

11.2. Reserved Easements. All dedications, limitations, restrictions, easements, rights-of-way, licenses, leases, encumbrances and reservations shown on any Plat or otherwise Recorded against the Property and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or any third party prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and will 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 dedications, limitations, restrictions, easements, rights-of-way, licenses, leases, encumbrances, reservations and other grants for the purpose of developing the Property.

11.3. Utility Easements. Declarant hereby establishes and reserves unto itself and Declarant's successors and assigns: (a) a perpetual non-exclusive easement over and across each open space, landscape or recreational lot within the Property for public and private utilities necessary or required to serve the Property or the Lots; (b) a non-exclusive utility easement over

and across each Lot to the extent necessary or required to provide utility service to each Lot; provided, however, that such easement will not unreasonably interfere with the use of any Lot for residential purposes; and (c) an easement on the exterior elevation of each residence (including necessary penetrations into the residence) for the purpose of installation, operation, maintenance, and repair of meters, panels, lines and related facilities or appurtenances necessary or required to utilities to each Lot and the residences located therein. In addition, Declarant, during the Development Period, and the Board thereafter, may grant further easements over and across the Lots, residences and Common Areas to the extents necessary or required to provide utilities to the residences and/or Lots; provided, however, that such easements do not unreasonably interfere with the use of any residence for residential purposes. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property, including the residences and Lots, for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, electronic communications and internet, master or cable television and security. 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 (a) through (c) of this *Section 11.3*.

11.4. Subdivision Entry and Fencing Easement. Declarant reserves for itself and the Association, an easement over and across the Property for the installation, maintenance, repair or replacement of certain subdivision entry facilities, walls, and/or fencing which serves the Property. Declarant will have the right, from time to time, to Record a written notice which identifies the subdivision entry facilities fencing to which the easement reserved hereunder applies. Declarant may designate all or any portion of the subdivision entry facilities, walls, and/or fencing as Common Area by Recorded written notice. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or Improvement constructed thereon..

11.5. Landscape and Monument Sign Easement. Declarant hereby reserves for itself and the Association, an easement over and across the Property for the installation, maintenance, repair or replacement of signs, landscaping, and/or monument signs which serves the Property. Declarant will have the right, from time to time, to Record a written notice, which identifies those portions of the Property to which the easement reserved hereunder applies. Declarant designates the easement areas reserved hereunder as Common Area. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or Improvement constructed thereon.

11.6. Declarant as Attorney in Fact. To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to the terms and provisions of this Declaration, each Owner, by accepting a deed to a Lot and each Mortgagee, by accepting the benefits of a Mortgage against a Lot, and any other third party by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Lot, will thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and third party's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to the terms of this Declaration. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee and/or third party, will be deemed, conclusively, to be coupled with an interest and will survive the dissolution, termination, insolvency, bankruptcy, incompetency and death of an Owner, Mortgagee and/or third party and will be binding upon the legal representatives, administrators, executors, successors, heirs and assigns of each such party. The aforesaid power shall be vested in Declarant, its successors and assigns, for a period of ten (10) years after expiration of the Development Period. Declarant hereby reserves for itself, its successors and assigns the right to execute on behalf of each Owner, Mortgagee, and third party claiming a legal or equitable interest in the Common Area, any such agreements, documents, amendments or supplements to the Restrictions which may be 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 or quasi-governmental agency having regulatory jurisdiction over the Common Area or by any title insurance company selected by Declarant to insure title to any portion of the Common Area.

11.7. 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 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 11.7* 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, hereby grants to Declarant an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Areas and the Owner's Lot and all Improvements thereon for the purposes contained in this *Section 11.7*.

**ARTICLE 12
DEVELOPMENT RIGHTS**

12.1. Development by Declarant. It is contemplated that the Property will be developed pursuant to a plan, which may, from time to time, be amended or modified. Declarant reserves the right, but will not be obligated, to create and/or designate Lots and Common Areas and to subdivide with respect to all or any portion of the Property pursuant to the terms of this *Section 12.1*, subject to any limitations imposed on portions of the Property by any applicable Plat. Collectively, the rights reserved to the Declarant as set forth in this Declaration shall be known as the "Development Rights", and Declarant hereby reserves the right and privilege for itself, and/or its assigns, to exercise the Development Rights, and any other rights reserved on behalf of the Declarant as set forth in this Declaration until twenty-four (24) months after the expiration or termination of the Development Period, except the right to appoint and remove Board members and officers of the Association which shall be governed by the provisions set out in *Section 4.3*. These rights may be exercised with respect to any portions of the Property or the Common Area. As each portion of the Property is developed or dedicated, Declarant may designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for such Property.

12.2. Special Declarant Rights. Notwithstanding any provision of this Declaration to the contrary, at all times, Declarant will have the right and privilege: (i) 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 in the Property; (ii) to maintain Improvements upon Lots as sales, model, management, business and construction offices; and (iii) to maintain and locate construction trailers and construction tools and equipment within the Property or the Common Area. The construction, placement or maintenance of Improvements by Declarant or its designee will not be considered a nuisance, and Declarant hereby reserves the right and privilege for itself to conduct the activities enumerated in this *Section 12.2* until twenty-four (24) months after expiration or termination of the Development Period.

12.3. Addition of Land. Declarant may, at any time and from time to time, add additional lands to the Property. Upon the filing of a notice of addition of land, such land will be considered part of the Property for purposes of this Declaration, and such added lands will be considered part of the Property subject to this Declaration and the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Declaration will be the same with respect to such added land as with respect to the lands originally covered by this Declaration. To add lands to the Property, Declarant will be required only to Record a notice of addition of land containing the following provisions:

(i) A reference to this Declaration, which reference will state the document number or volume and initial page number where this Declaration is Recorded;

(ii) A statement that such land will be considered Property for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration will apply to the added land; and

(iii) A legal description of the added land.

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

(i) A reference to this Declaration, which reference will state the document number or volume and initial page number where this Declaration is recorded;

(ii) A statement that the provisions of this Declaration will no longer apply to the withdrawn land; and

(iii) A legal description of the withdrawn land.

12.5. Notice of Plat Recordation. Declarant may, at any time and from time to time, file 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 Declaration after portions of the Property is made subject to a Plat. Unless otherwise provide 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 Declaration (without the necessity of complying with the withdrawal provisions set forth in *Section 12.4*). 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 Declaration.

12.6. Assignment of Declarant's Rights. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration 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 and duties hereunder.

ARTICLE 13 DISPUTE RESOLUTION

13.1. Introduction and Definitions. The Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (individually a “**Party**” and collectively, the “**Parties**”) agree to encourage the amicable resolution of disputes involving the Property and 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 applies to all Claims as hereafter defined. This *Article 13* may only be amended with the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding 100% of the votes in the Association. As used in this Article 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, 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 Association, and any claim asserted against the ACC.

(C) Claims relating to the design or construction of the Common Area or any Improvements located on the Property.

(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.

13.2. Mandatory Procedures. Claimant may not initiate any proceeding before any administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this Article. As provided in Section 13.9 below, a Claim will be resolved by binding arbitration.

13.3. Claim Affecting Common Areas. In accordance with *Section 4.12* of this Declaration, the Association does not have the power or right to institute, defend, intervene in,

settle, or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Lot Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 13.1*, relating to the design or construction of Improvements on a Lot (whether one or more). In the event the Association or a Lot Owner asserts a Claim related to the Common Area, as a precondition to providing the Notice defined in *Section 13.5*, initiating the mandatory dispute resolution procedures set forth in this *Article 13*, or taking any other action to prosecute a Claim related to the Common Areas, the Association or a Lot Owner, as applicable, must:

13.3.1 Independent Report on the Condition of the Common Areas. Obtain an independent third-party report (the "**Common Area Report**") from a licensed professional engineer which: (i) identifies the Common Areas subject to the Claim including the present physical condition of the Common Areas; (ii) describes any modification, maintenance, or repairs to the Common Areas performed by the Lot Owner(s) and/or the Association; and (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Common Areas subject to the Claim. For the purposes of this Section, an independent third-party report is a report obtained directly by the Association or a Lot Owner and paid for by the Association or a Lot Owner, as applicable, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association or a Lot Owner in the Claim. As a precondition to providing the Notice described in *Section 13.5*, the Association or Lot Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date of receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Common Area Report, the specific Common Areas to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Common Area Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 13.5*, the Association or the Lot Owner, as applicable, shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Common Area Report.

13.3.2 Claim by the Association - Owner Meeting and Approval. If the Claim is prosecuted by the Association, the Association must first obtain approval from Members holding sixty-seven percent (67%) of the votes in the Association to: (i) provide the Notice described in *Section 13.5*; (ii) initiate the mandatory dispute resolution procedures set forth in this *Article 13*; or (iii) take any other action to prosecute a Claim, which approval from Members must be obtained at a special 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: (a) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (b) a copy of the Common Area Report; (c) a copy of any proposed engagement letter, with the terms of such engagement between the Association and an attorney to be engaged by the Association to assert or provide assistance with the claim (the "**Engagement Letter**"); (d) a description of the attorney fees, consultant fees,

expert witness fees, and court costs, whether incurred by the Association directly or for which it may be liable if it is not the prevailing party or that the Association will be required, pursuant to the Engagement Letter or otherwise, to pay if the Association elects to not proceed with the Claim; (e) a summary of the steps previously taken, and proposed to be taken, to resolve the Claim; (f) an estimate of the impact on the value of each Lot if the Claim is prosecuted and an estimate of the impact on the value of each Lot after resolution of the Claim; (g) an estimate of the impact on the marketability of each Lot if the Claim is prosecuted and during prosecution of the Claim, and an estimate of the impact on the value of each Lot during and after resolution of the Claim; (h) the manner in which the Association proposes to fund the cost of prosecuting the Claim; and (i) the impact on the finances of the Association, including the impact on present and projected reserves, in the event the Association is not the prevailing party. The notice required by this paragraph must be prepared and signed by a person other than, and not employed by or otherwise affiliated with, the attorney or law firm that represents or will represent the Association or Lot Owner, as applicable, in the Claim. In the event Members approve providing the Notice described in *Section 13.5*, 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.

13.4. Claim by Lot Owners – Improvements on Lots. Notwithstanding anything contained herein to the contrary, in the event a warranty is provided to a Lot Owner by the Declarant or a Homebuilder relating to the design or construction of any Improvements located on a Lot, then this *Article 13* will only apply to the extent that this *Article 13* is more restrictive than such Lot Owner's warranty, as determined in the Declarant's sole discretion. If a warranty has not been provided to a Lot Owner relating to the design or construction of any Improvements located on a Lot, then this *Article 13* will apply. If a Lot Owner brings a Claim, as defined in *Section 13.1*, relating to the design or construction of any Improvements located on a Lot (whether one or more), as a precondition to providing the Notice defined in *Section 13.5*, initiating the mandatory dispute resolution procedures set forth in this *Article 13*, or taking any other action to prosecute a Claim, the Lot Owner must obtain an independent third-party report (the "**Owner Improvement Report**") from a licensed professional engineer which: (i) identifies the Improvements subject to the Claim including the present physical condition of the Improvements; (ii) describes any modification, maintenance, or repairs to the Improvements performed by the Lot Owner(s) and/or the Association; and (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Improvements subject to the Claim. For the purposes of this Section, an independent third-party report is a report obtained directly by the Lot Owner and paid for by the Lot Owner, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Lot Owner in the Claim. As a precondition to providing the Notice described in *Section 13.5*, the Lot Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date of receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Owner

Improvement Report, the specific Improvements to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Owner Improvement Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 13.5*, the Lot Owner shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Owner Improvement Report.

13.5. 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. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in *Section 13.6* 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 13.6*, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. *Section 13.6* 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 and twenty (120) day period for mediation set forth in *Section 13.7* 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 13.7* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) a true and correct copy of the Common Area Report; (b) a copy of the Engagement Letter; (c) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Common Area which forms the basis of the Claim; (d) a true and correct copy of the special meeting notice provided to Members in accordance with *Section 13.3.2* above; and (e) reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) 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 pertains to Improvements on a Lot, the Notice will also include a true and correct copy of the Owner Improvement Report.

13.6. 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. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

13.7. 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 may submit the Claim to mediation in accordance with this *Section 13.7*.

13.8. Termination Of Mediation. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this Article 13.

13.9. 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 13.9*.

13.9.1 Governing Rules. If a Claim has not been resolved after mediation as required by *Section 13.7*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 13.9* and the rules and procedures of the American Arbitration Association ("**AAA**") or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Tarrant County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA's "Construction Industry Dispute Resolution Procedures" and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this *Section 13.9*, this *Section 13.9* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal except as provided

in *Section 13.9.4*, 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.

13.9.2 Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 13.9* 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.

13.9.3 Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 13.9*.

13.9.4 Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this *Section 13.9* and subject to *Section 13.10* below (attorney's fees and costs may not be awarded by the arbitrator); provided, however, that 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. 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 federal or state

law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential, or punitive damages for any Claim.

13.9.5 Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Tarrant County, Texas. 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. Each party agrees 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 or regulation. In no event shall any party 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.

13.10. Allocation Of Costs. Notwithstanding any provision in this Declaration 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.

13.11. 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.

13.12. Period of Limitation.

13.12.1 For Actions by an Owner. 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 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 discovered or reasonably should have discovered evidence of the Claim; or (iii) for all Claims, the applicable statute of limitations under Texas law. In no event shall this *Section 13.12.1* be interpreted to extend any period of limitations under Texas law.

13.12.2 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 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 discovered or reasonably should have discovered evidence of the Claim; or (iii) for all Claims, the applicable statute of limitations under Texas law. In no event shall this *Section 13.12.2* be interpreted to extend any period of limitations under Texas law.

13.13. Funding Arbitration and Litigation. The Association must levy a Special Assessment to fund the estimated costs of arbitration, including estimated attorney's fees, conducted pursuant to this *Article 13* or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

**LENNAR HOMES OF TEXAS AND
CONSTRUCTION, LTD.,** a Texas limited partnership

By: Lennar Texas Holding Company, a Texas
corporation, its General Partner

By: *Alice Schwarz*
Printed Name: Alice Schwarz
Title: Authorized Agent

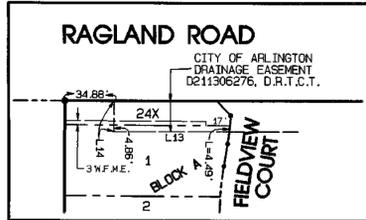
THE STATE OF TEXAS §

COUNTY OF Dallas §

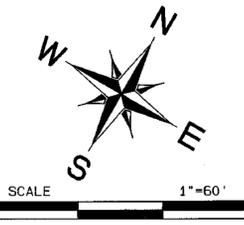
This instrument was acknowledged, before me this 9th day of January, 2019,
by Alice Schwarz Authorized Agent of Lennar Texas Holding
Company, a Texas corporation, the General Partner of Lennar Homes of Texas Land and
Construction, Ltd., a Texas limited partnership, on behalf of said corporation and limited
partnership.



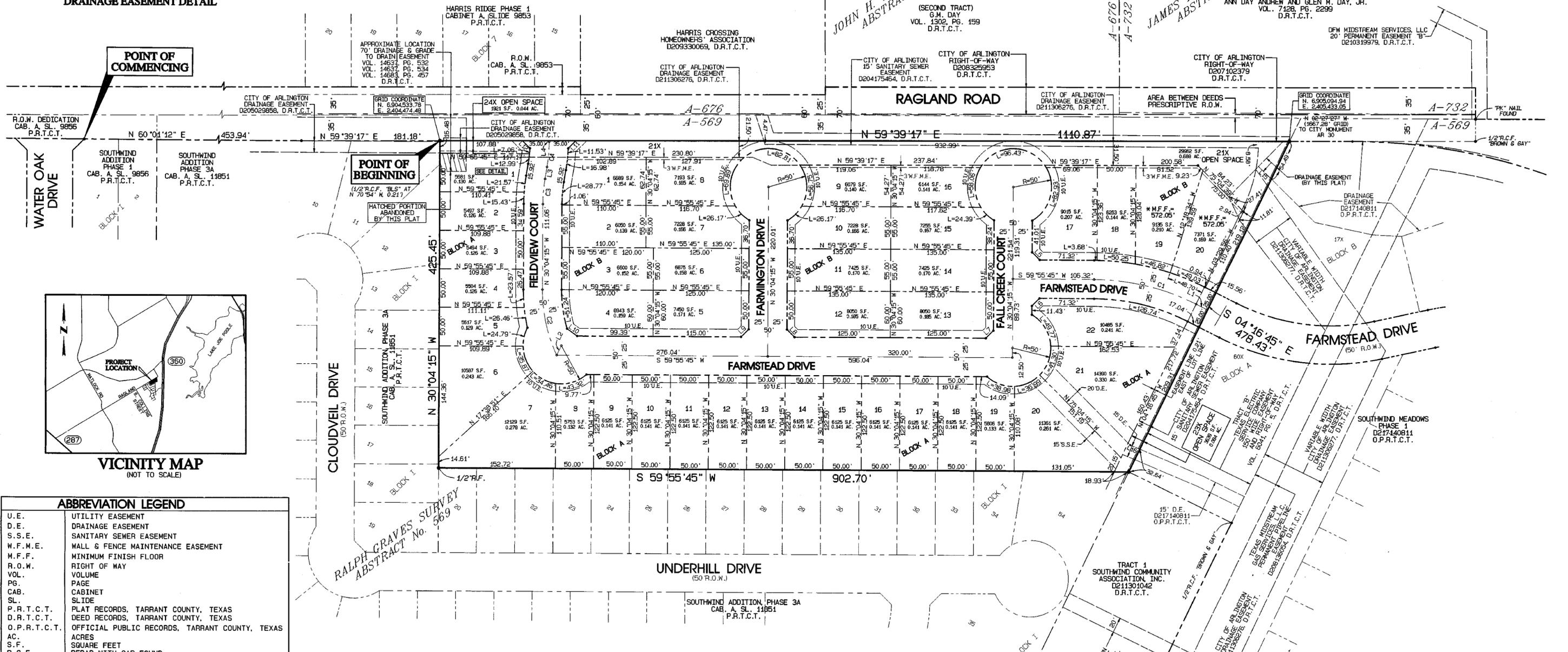
Laura Lynn Salgado
Notary Public Signature



DRAINAGE EASEMENT DETAIL

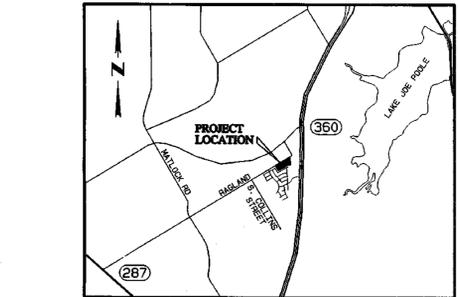


GRAPHIC SCALE 1"=60'



POINT OF COMMENCING

POINT OF BEGINNING



VICINITY MAP (NOT TO SCALE)

ABBREVIATION LEGEND

U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.F.M.E.	WALL & FENCE MAINTENANCE EASEMENT
M.F.F.	MINIMUM FINISH FLOOR
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE
CAB.	CABINET
SL.	SLIDE
P.R.T.C.T.	PLAT RECORDS, TARRANT COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TARRANT COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
AC.	ACRES
S.F.	SQUARE FEET
R.C.F.	REBAR WITH CAP FOUND

LINE DATA

LINE	BEARING	DISTANCE
L1	N86°20'05" E	16.77'
L2	N04°17'10" W	13.98'
L3	N20°39'03" W	15.92'
L4	N30°04'15" W	1.40'
L5	N75°04'15" W	14.14'
L6	N14°55'45" E	14.14'
L7	N14°55'45" E	14.14'
L8	N75°04'15" W	14.14'
L9	N14°55'45" E	14.14'
L10	N84°16'40" W	16.22'
L11	N15°14'38" E	14.29'
L12	N74°34'29" W	13.96'
L13	S59°39'17" W	81.86'
L14	N29°58'48" W	21.50'
L15	N75°53'41" W	23.35'
L16	N82°25'45" E	13.54'

CURVE DATA

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	26°24'20"	300.00'	138.26'	S73°07'55" W	137.04'
C2	25°09'02"	200.00'	87.79'	N42°38'46" W	87.09'
C3	9°25'12"	200.00'	32.88'	N25°21'39" W	32.85'
C4	9°25'12"	200.00'	32.88'	N25°21'39" W	32.85'

JOEL S. BARTON
7/12/2017

OWNED/DEVELOPED BY:
LENNAR HOMES OF TEXAS
LAND AND CONSTRUCTION, LTD.
1707 MARKET PLACE BLVD., SUITE 100
IRVING, TEXAS 75063
PHONE: (469) 587-5215
FAX: (469) 587-5221

PREPARED BY:
GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2405 Mustang Drive, Grapevine, TX. 76051
Metro (817) 329-4373
TBPLS FIRM No. 10021700

FINAL PLAT
OF
LOTS 1-22, 23X, 24X, BLOCK A, LOTS 1-20, 21X, BLOCK B
SOUTHWIND MEADOWS, PHASE 2
BEING
9.888 ACRES
SITUATED IN THE
RALPH GRAVES SURVEY, ABSTRACT No. 569
AN ADDITION TO THE
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS
OCTOBER 2016
42 RESIDENTIAL LOTS AND 3 NON-RESIDENTIAL LOTS
THIS PLAT IS RECORDED IN D217167348 DATED 7/24/2017 SHEET 1 OF 2

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. is the owner of a tract of land situated in the Ralph Graves Survey, Abstract No. 569, City of Arlington, Tarrant County, Texas, being a portion of a Tract 1 as described in deed to Lennar Homes of Texas Land and Construction Company, Ltd., recorded in D216222555, Deed Records, Tarrant County, Texas (DRCT), and being more particularly described as follows:

COMMENCING at the intersection of the south right-of-way line of Regland Road and the east right-of-way line of Water Oak Drive as set out by plat of Southwind Addition, Phase 1 as recorded in Cabinet A, Slide 9855, Plat Records, Tarrant County, Texas (PRCT), being the northwest corner of Lot 1, Block I of said addition;

THENCE the south right-of-way line of said Regland Road per Cabinet A, Slide 9855, PRCT and D207102379, DRCT, as follows:

N 60°01'12" E, a distance of 453.94 feet;

N 59°39'17" E, a distance of 181.18 feet (plat 181.06 feet) to the northeast corner of Southwind Addition, Phase 3A, an addition to the City of Arlington, Tarrant County, Texas as recorded in Cabinet A, Slide 11851, PRCT, the northwest corner of said Lennar Tract 1, and the POINT OF BEGINNING of the herein described tract of land, from which a 1/2" rebar capped BLS found bears N 70°54' M, 0.21 feet;

THENCE N 59°39'17" E, along the south right-of-way line of said Regland Road and the northerly line of said Lennar Tract 1, a distance of 110.87 feet to a 1/2" rebar capped Goodwin & Marshall set at the northwest corner of Lot 17X, Block B of Southwind Meadows, Phase 1, an addition to the City of Arlington, Tarrant County, Texas as recorded in D217140811 Official Public Records, Tarrant County, Texas, said point lying in the west line of the 150 foot wide TRACT B easement and right of way as set out to Texas Electric Service Company (TESCO), recorded in Volume 6041, Page 5, DRCT;

THENCE S 04°16'45" E, departing the south line of said Regland Road along the west line of said Southwind Meadows, Phase 1 and the west line of said TESCO easement, a distance of 478.43 feet to a 1/2" rebar capped Goodwin & Marshall recovered at the most westerly southwest corner of Lot 50X, Block A of said Southwind Meadows, Phase 1, an angle point in a reentrant line of said Lennar Tract 1, the most northerly northwest corner of Tract 1 as described in deed to Southwind Community Association, Inc., recorded in D211301042, DRCT, and the most easterly northeast corner of said Southwind Addition, Phase 3A;

THENCE S 59°55'45" M, departing the west line of said TESCO easement, along a reentrant line of said Southwind Addition, Phase 3A and said Lennar Tract 1, a distance of 902.70 feet (plat 902.72 feet) to a 1/2" rebar found at a reentrant corner of said addition;

THENCE N 30°04'15" M, along a reentrant line of said Southwind Addition, Phase 3A and the west line of said Lennar Tract 1, a distance of 425.45 feet (plat 425.66 feet) to the POINT OF BEGINNING and containing 430,733 square feet or 9.888 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., acting by and through the undersigned, their duly authorized agent, does hereby adopt this plat designating the herein above described property as LOTS 1-22, 23X, 24X, BLOCK A, LOTS 1-20, 21X, BLOCK B, SOUTHWIND MEADOWS, PHASE 2, an addition to the City of Arlington, Tarrant County, Texas, and does hereby dedicate to the public's use the streets and easements shown thereon, except any private easements shown thereon.

This plat does not alter or remove existing deed restrictions or covenants, if any, on this property.

Pursuant to Section 12.002 of the Texas Property Code, as amended, I have obtained original tax certificates from each taxing unit with jurisdiction over each parcel of real property in said subdivision indicating that no delinquent ad valorem taxes are owed on the real property which is the subject of the plat or replat I have submitted to the City of Arlington, Tarrant County, Texas for filing and recording with the Tarrant County Clerk's office.

Witness my hand this the 12th day of July, 2017.

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,
a Texas limited partnership

By: Lennar Texas Holding Company,
a Texas corporation,
its General Partner

By: *Alicia Schwarze*
Name: Alicia Schwarze
Title: Authorized Agent

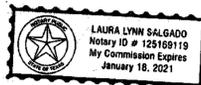
STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Alicia Schwarze, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 12th day of July, 2017.

Laura Lynn Salgado
Notary Public in and for the State of Texas

My Commission Expires: 1-18-2021



SURVEYOR'S CERTIFICATE

THIS is to certify that I, Joel S. Barton, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

Joel S. Barton
Joel S. Barton
Registered Professional Land Surveyor No. 4914
Goodwin & Marshall, Inc.
2405 Mustang Drive
Grapevine, Texas 76051
metro (817) 329 - 4373
7/12/2017



STORM WATER SITE PLAN MAINTENANCE STATEMENT:

THE CITY OF ARLINGTON IS NOT RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, OR USE OF ANY STORM WATER TREATMENT FACILITY (IDENTIFIED AS A BEST MANAGEMENT PRACTICE (BMP)) FOR STORM WATER QUALITY IN THE ACCEPTED STORM WATER MANAGEMENT SITE PLAN FOR THIS DEVELOPMENT. THESE COVENANTS SHALL BE DEVELOPED AND CONSTRUCTED BY DEVELOPER OR SUCCESSORS. DEVELOPER WILL REQUIRE ANY SUCCESSOR IN INTEREST OF ALL OR PART OF THE PROPERTY, INCLUDING ANY PROPERTY OWNERS ASSOCIATION TO ACCEPT FULL RESPONSIBILITY AND LIABILITY FOR THE IMPROVEMENTS, ALL OF THE ABOVE SHALL BE COVENANTS RUNNING WITH THE LAND. DEVELOPER SHALL IMPOSE THESE COVENANTS UPON LOTS 1, 21, 23X, 24X, BLOCK A, LOTS 20, 21X, BLOCK B, ABUTTING, ADJACENT OR SERVED BY THE IMPROVEMENTS. THE COVENANTS SHALL INCLUDE THE FULL OBLIGATION AND RESPONSIBILITY OF MAINTAINING AND OPERATING SAID IMPROVEMENTS. ACCESS TO THE IMPROVEMENTS IS GRANTED TO THE CITY FOR ANY PURPOSE RELATED TO THE EXERCISE OF GOVERNMENTAL SERVICES OR FUNCTIONS, INCLUDING BUT NOT LIMITED TO, FIRE AND POLICE PROTECTION, INSPECTION AND CODE ENFORCEMENT.

DEVELOPER'S /OWNER'S SIGNATURE

NOTES:

- Bearings and Grid Coordinates are referenced to Texas State Plane Coordinate System, North Central Zone, NAD83.
- Property corners are 1/2" rebars capped Goodwin & Marshall set, unless otherwise noted.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map No. 4643900490K, map revised September 25, 2009 the property platted hereon is situated in ZONE X NON-SHADED (Areas determined to be outside the 0.2 % annual chance floodplain).
- This property may be subject to charges related to impact fees, and the applicant should contact the City regarding any applicable fees due.
- Visibility triangles shall be provided at all public or private street intersections in accordance with current City ordinance. All landscaping (nothing over 2 feet in height as measured from the top of the curb) within the visibility triangles shall comply with the Visibility Ordinance.
- The asterisk next to the minimum finish floor elevation indicates that a Federal Emergency Management Agency (FEMA) Elevation Certificate will not be required for these lots.
- The City of Arlington reserves the right to require minimum finish floor elevations on any lot contained within this addition. The minimum finish floor elevations shown are based on the most current information available at the time the plat is filed and may be subject to change. Additional lots, other than those shown, may also be subject to minimum finish floor criteria.
- The Property Owner's Association shall be responsible for the maintenance of perimeter fencing within the 3' Wall and Fence Maintenance easement as defined and dedicated by this plat.

We hereby determine that this plat conforms to the preliminary plat approved by the Planning and Zoning Commission on Sep. 7, 2016.

Approved Attest:
Louville Orta
Chairman - Planning and Zoning Commission
John Subigan
Secretary - Planning and Zoning Commission

FINAL PLAT
OF
LOTS 1-22, 23X, 24X, BLOCK A, LOTS 1-20, 21X, BLOCK B
SOUTHWIND MEADOWS, PHASE 2
BEING
9.888 ACRES
SITUATED IN THE
RALPH GRAVES SURVEY, ABSTRACT No. 569
AN ADDITION TO THE
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS
OCTOBER 2016
42 RESIDENTIAL LOTS AND 3 NON-RESIDENTIAL LOTS

OWNED/DEVELOPED BY:
LENNAR HOMES OF TEXAS
LAND AND CONSTRUCTION, LTD.
1707 MARKET PLACE BLVD., SUITE 100
IRVING, TEXAS 75063
PHONE: (469)587-5215
FAX: (469) 587-5221

PREPARED BY:
GOODWIN &
MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2405 Mustang Drive, Grapevine, TX. 76051
Metro (817) 329-4373
TBPLS FIRM No. 10021700

THIS PLAT IS RECORDED IN D 2017107348 DATED 7/24/2017 SHEET 2 OF 2

E:\NORTH - SOUTHWIND MEADOWS\COGON\PLAT\PHASE 2\PR2.FLAT.prc Wed Jul 12 05:45:57 2017

Mary Louise Garcia Mary Louise Garcia

Robert D. Burton, Esq.
Kristi E. Stotts, Esq.
Winstead, PC
401 Congress Ave., Suite 2100
Austin, Texas 78701



DESIGN GUIDELINES- SOUTHWIND MEADOWS

Adopted By:

DECLARANT:

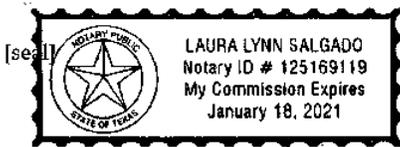
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION,
LTD., a Texas limited partnership

By: Lennar Texas Holding Company,
a Texas corporation, its General Partner

By: *Alicia Schwarz*
Printed Name: Alicia Schwarz
Title: Authorized Agent

STATE OF TEXAS §
COUNTY OF Texas §

This instrument was acknowledged before me on the 31st day of January 2018, by Alicia Schwarz Authorized Agent of Lennar Texas Holding Company, a Texas corporation, general partner of Lennar Homes of Texas Land and Constructions, Ltd., a Texas limited partnership, on behalf of such corporation and limited partnership.



Laura Lynn Salgado
Notary Public, State of Texas

Adopted by Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership in accordance with Section 8.2.3 of the Declaration of Covenants, Conditions and Restrictions for Southwind Meadows, recorded as Instrument No. D218015151, in the Official Public Records of Tarrant County, Texas (the "Declaration"). In accordance with Section 8.2.3 of the Declaration, these Design Guidelines may be amended from time to time by the Architectural Control Committee (as defined in the Declaration).

Introduction

Any notice or information required to be submitted to the Architectural Control Committee under these Design Guidelines hereunder will be submitted to the Architectural Control Committee (the "ACC"), c/o Principal Management Group of North Texas- an Associa Company 9001 Airport Freeway Suite 450 North Richland Hills, Texas 76180, Phone: (817) 451-7300.

Background

Southwind Meadows is a master planned community located in Tarrant County, Texas. The community is subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Southwind Meadows, recorded in the Official Public Records of Tarrant County, Texas (the "Declaration"). The Declaration includes provisions governing the construction of Improvements and standards of maintenance, use and conduct for the preservation of the Southwind Meadows community.

ACC and Review Authority

The Architectural Control Committee consists of members who have been appointed by Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the "Declarant"). As provided in Article 8 of the Declaration, Declarant has a substantial interest in ensuring that Improvements within Southwind Meadows development maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the community, and as a consequence thereof, Architectural Control Committee acts solely in Declarant's interest and shall owe no duty to any other Owner or the Southwind Meadows Community Association, Inc., a Texas non-profit corporation (the "Association").

Article 8 of the Declaration includes procedures and criteria for the construction of Improvements within the Southwind Meadows community. Sections 3.1 and 8.1 of the Declaration provide that no Improvements may be constructed without the prior written approval of Architectural Control Committee.

These Design Guidelines will apply only to Lots within the Declaration which will be used for residential purposes.

Governmental Requirements

Governmental ordinances and regulations are applicable to all Lots within Southwind Meadows. It is the responsibility of each Owner to obtain all necessary permits and inspections. Compliance with these Design Guidelines is not a substitute for compliance with the applicable ordinances and regulations. Please be advised that these Design Guidelines do not list or describe each requirement which may be applicable to a Lot within Southwind Meadows. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans to Architectural Control Committee for approval. Furthermore, approval by Architectural Control Committee should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot.

Architectural Control Committee shall bear no responsibility for ensuring plans submitted to Architectural Control Committee comply with Applicable Law.

Interpretation

In the event of any conflict between these Design Guidelines and the Declaration, the Declaration shall control. Capitalized terms used in these Design Guidelines and not otherwise defined herein shall have the same meaning as set forth in a Declaration.

Amendments

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

Architectural and Aesthetic Standards

Building Materials

- All building materials must be approved in advance by the ACC, and only new building materials (except for used brick) shall be used for constructing any Improvements.
- All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, and exterior stairways must, unless otherwise approved by the ACC, match the color of the surface from which they project.

The ACC may disapprove the construction or design of a home on purely aesthetic grounds. Any prior decisions of the ACC regarding matters of design or aesthetics will not be considered to establish a precedent for any future decision of the ACC.

Patios & Decks

DECKS Decks may be designed to include bench seating areas, overhead timber for shade and hanging plants, and planter areas. When deck design schemes include other exterior modifications including but not limited to fencing, exterior lights, landscaping, etc., other appropriate sections of the Design Guidelines should be consulted prior to application. All decks must comply with Applicable Laws, including Tarrant County Building Codes.

PATIOS Patios should be located in the rear yard and should be installed within any applicable setback requirements and not across any applicable Building Restriction Lines (BRL). Patios shall be constructed of brick, landscape slate, flagstone or other natural stone. A border of at least two (2) feet around the fence/property line consisting of mulch and vegetation is required, except for gate exit, however, exceptions will be considered provided adequate soft scape is installed. When patio design schemes include other exterior changes, such as fencing, light, plantings, etc., other appropriate sections of the Design Guidelines should be consulted prior to application.

DECK AND PATIO DESIGN REVIEW APPLICATIONS MUST INCLUDE:

1. **Site Plan:** Showing building and proposed deck and/or patio with overall dimensions, and side and rear setbacks.
2. **Plat:** With deck or patio drawn on the plat as close to correct as possible with distances marked to each lot line.
3. **Deck/patio plan:** Showing structure, height, size, stairs, railing style, and any additional structures such as benches, bump outs etc.
4. **Material and Color:** List material and submit color samples for decking, railings and pickets to the ACC for approval.
5. **Other:**
 - a. If lighting is required by the County or being installed please submit information on the lighting.
 - b. Consider including a picture of the back yard.
 - c. If you plan to put stone or other material under the deck, this must also be submitted as part of the application.
 - d. Modification to existing landscaping plans also require approval by the ACC.
 - e. Visible under deck storage is prohibited. Residents are encouraged to use patio furniture covers to protect lawn furniture, outdoor appliances, specialty items, etc. during the winter months.

MATERIAL AND COLOR

1. All visible vertical surfaces of decks and patios (including, but not limited to, pickets, rails, risers, stair faces, support posts, support beams, band boards, and lattice) shall be painted/stained to match the house trim color. Where PVC or vinyl is used the color shall match the house trim color as close as possible. Trim color is defined as the color found on the gable, soffit, garage door, finished wood or metal around the garage door and similar treatments around windows. Where composite material, cedar, or higher quality wood product is used it shall be stained to match the house trim color as close as possible subject to color approval by the ACC. Wood sealer to maintain the natural wood color will be considered by the ACC on a case by case basis.
2. Walking surfaces and top rails may be painted or stained, may be treated with transparent preservative stain, or may be of composite material. The stain color must be submitted to the

ACC for approval. Wood sealer to maintain the natural wood color will be considered by the ACC on a case by case basis.

MAINTENANCE AND REPAIR – All maintenance/repair of the added structures is the sole responsibility of the single family home/property owner. Decks or patios that require repair, repainting or re-staining must comply with current HOA Design Guidelines. Decks may be repaired or replaced in accordance with previously approved plans or specifications without requiring a subsequent application and/or approval.

MODIFICATIONS - Any changes to a deck must comply with current Design Guidelines and will require a Design Review Application and review/concurrence prior to any construction.

RAILINGS - Must be sweeper style with 2x4 top & bottom rails & 2x6 cap; Railing Posts must be square with plain caps.

SIZE and SCALE Deck and patios must comply with applicable building codes, including compliance with setbacks and building restriction lines (BRL) shown as individual site plans or the plat.

STRUCTURE

1. No part of the deck structure or stairs may break the side plane of the home.
2. Deck support post & beams must normally be cantilevered 18" from the deck sides & 24" from the main deck face. However cantilevering of the deck is a structural consideration and could vary according to design and load and must be approved by Tarrant County.
3. Note that double joists may be needed to support the cantilevered grill bump out. (Separate posts under bump-out are not approved.)
4. Deck fascia board must be 10" wide.
5. Generally speaking, deck design may not extend into building setback lines or the Building Restriction Line (BRL) in Tarrant County. However under some conditions the BRL may be exceeded for deck construction if it is wood construction rather than concrete. In either event, the home owner is required to obtain Tarrant County approval before exceeding the BRL.

Doors

DOOR-FRONT Replacement of front door must be kept in the same style of original door and receive ACC approval. Door hardware (including handle, locks, kick plate, peepholes and door knocker) must be brass, bronze or brushed aluminum as originally provided by builder for that house and be maintained in good condition.

DOORS-STORM Storm doors must be approved and are to be full view, without significant decoration or edging. Storm doors should match the color of the trim around the entrance door (white or beige).

DOORS-SCREEN – Screen doors are prohibited.

EXTERIOR DECORATIVE OBJECTS Approval will be required for ALL exterior decorative objects. Exterior decorative objects include such items as sculptures, fountains, ponds, bird baths, bird feeders, planters, and vine climbers etc., unless expressly permitted by the Declaration (i.e. Permitted Flagpoles and certain religious displays).

Lighting

EXTERIOR LIGHTING Exterior lighting (flood lighting, motion sensors, entrance lighting, etc.) shall not be directed outside the applicant's property. Light fixtures which are proposed in place of the original fixtures should be compatible in style and scale with applicant's house. Lighting which is part of the original structure must not be altered without the ACC approval. Applications for exterior lighting should include wattage, height of light fixture above the ground, and a complete description including descriptive material of the light fixture and location on the property.

LANDSCAPE LIGHTING Lighting along walkway will be allowed but MUST be concealed in shrubbery. No tree-up lights. Lights must emit only a white light at night (No florescent or colored lights permitted)

Fences

MATERIAL AND TYPE - Fences enclosing rear yards must be repaired and or replaced with substantially similar to material and design provided by the builder (i.e. original wooden fencing to be replaced with wooden fencing). Fence material should be pre-manufactured pre-stained spruce with using steel post fencing.

- Height. No wood fencing shall exceed eight feet (8') in height or be less than six feet (6') in height. No iron fencing shall exceed five feet (5') in height and only prohibited backing up to an open space not adjacent to a roadway.
- Stain. All wood fencing may only be stained using Seal Rite Medium Brown or a substantially equivalent brand and color approved in advance by the ACC. Any part of the fence that is visible from any street shall be routinely re-stained (no less than every four years) in the approved stain color and ACC and/or the Association shall have the right to re-stain such visible portion of the fence and charge the expense to the Owner pursuant to the terms and provisions of the Declaration.

LOCATION The fencing location must be approved by the ACC. Only rear yards may be fenced. (Note: Installation of a rear yard fence can affect access by the ground maintenance personnel and eliminate landscape maintenance, if any, performed by the HOA).

LANDSCAPE SCREENING Fencing can be screened with landscaping to soften the view from the front elevation. Landscape screening should be submitted for approval by the ACC.

POOL FENCING Any fencing of pool areas shall be subject to all applicable building, safety, and health department codes and requirements. In addition to complying with applicable law, pool fencing must be approved by the ACC.

Other Temporary/Accessory Structures

FIREPLACES Fire places, fire pits, and chimeneas require ACC approval.

FLUES AND VENTS Flues and vents protruding through a roofline must be painted to match the roof color and should be located to the rear of the ridgepole. No flues or vents may be visible on any exterior wall of the house, except for existing vents provided by the builder.

GARAGE AND GARAGE DOORS Garage doors, when replaced, should be replaced with garage doors substantially similar to the original doors. Conversion of garage spaces that reduces the original effective parking area is not permitted.

GRILLS Permanent grills or barbecue areas will be considered on a case by case basis. Construction design, scale and materials of permanent grill areas must complement the existing house and lot.

GUTTERS As part of new construction by a homeowner, gutters must match or complement the existing trim color or area of the home to which they are attached. Extensions of down spouts at ground level are discouraged because of drainage considerations on adjoining properties and open spaces. All down spout extensions must be buried in such a manner to adequately manage runoff, according to correct engineering practices and local codes.

HOSES Outdoor hoses and temporary watering devices (in containers, boxes, wheels, etc.) cannot be visible from the street when not in use.

HOUSE NUMBERS House numbers should be legible, but should be of a size and color which is appropriate for the applicant's house original formatted by the builder in cast stone.

PAINTING An application is not required for re-painting a specific object to match its original color.

POOLS AND HOT TUBS Pool design, and required fencing, is subject to special review by the ACC. This applies to all in ground or above ground equipment of greater than 50 gallon capacity.

STORAGE SHEDS- Owners will generally be permitted to erect one (1) accessory structure on their Lot provided the accessory structure is approved in advance by the ACC. The ACC may approve additional accessory structures in its sole and absolute discretion.

Unless otherwise approved in advance and in writing by the ACC, an accessory structure which is not considered an outdoor kitchen and/or entertainment structure must: (i) utilize roof materials that match the roof materials incorporated into the principal residential structure constructed on the Lot; (ii) have a 6'0 plate height with a roof pitch of no less than 4:12; (iii) not exceed 8'0 in height; and (iv) not be visible from the street or over the fence line.

Unless otherwise approved in advance and in writing by the ACC, an accessory structure which is an outdoor kitchen and/or entertainment structures must: (i) utilize roof materials that match the roof materials incorporated into the principal residential structure constructed on the Lot; (ii) have a 9'0 plate height with a roof pitch not to exceed than 6:12; (iii) not be located below any retaining wall or further than 45'0 from the rear of the home; (iv) be constructed of a mix of cedar, brick or stone; and (v) not be visible from the street.

Unless otherwise approved in advance and in writing by the ACC, no accessory structure will be permitted below the retaining wall.

The ACC shall be entitled to determine, in its sole and absolute discretion, whether a structure, shed, outdoor living area or outdoor kitchen on any Lot complies with the foregoing requirements. The ACC shall also be entitled to determine, in its sole and absolute discretion, whether or not an accessory structure is considered an outdoor kitchen or entertainment structure. No accessory structure will be approved unless a principal residential structure has been constructed on the Lot or the accessory structure is being constructed at the same time as the principal residential structure. The ACC may adopt additional requirements for any accessory structure on a case by case basis as a condition to approval.

AIR CONDITIONERS Additional exterior air conditioning units installed on a level pad on the ground or attached to the house or the relocation of existing units may be considered so long as such units are placed near existing units and do not have adverse audible or visible impact on adjoining lots or open spaces, as determined in the sole discretion of the ACC. Window Units are prohibited. Air Conditioners may be required to be screed or otherwise concealed. See "FENCES."

ATTIC VENTILATORS Attic ventilators may be permitted. Permitted ventilators, if mounted on a gable end, must be painted to match the color of the roof or trim. Ventilators shall be mounted on the least visible side of the ridge pole, as determined by the ACC, so as to minimize their visibility from public areas and adjoining units.

CLOTHESLINES Clothes lines or similar apparatus for the exterior drying of clothes or bedding are NOT permitted.

FIREPLACES Fire places, fire pits, and chimeneas are subject to ACC approval and will be evaluated on a case by case basis.

RECREATION AND PLAY EQUIPMENT ALL play equipment must be located in the rear yard and approved by the ACC board.

Play equipment or any similar recreational facilities must comply with all the following requirements:

- Must be located where the equipment will have minimum impact on adjacent Lots and be screened from public view.
- All play equipment or any similar recreational facilities equipment must be earth tone colored, i.e., medium to dark greens, browns, and tans.
- Bright primary colors will not be permitted.
- Views of play equipment or any similar recreational facilities must be reduced from public streets and adjoining units whenever possible.
- Play equipment or any similar recreational facilities must not be located any closer to a property line than the established building setbacks.
- Trampolines, whether portable or non-portable must be placed no closer than five feet (5') to any property line.
- Playground equipment and trampolines are prohibited in the front yard.

If approved, portable play equipment, including but not limited to, non-permanent and/or inflatable slides, moon bounces, water parks and above ground inflatable pools or kiddie pools (collectively "Portable Play Equipment") must be stored in a screened area, the rear of the Lot, or inside the garage when not in use. In no event, shall any Portable Play Equipment be visible from or in the front of any Owner's Lot for any period of time exceeding twenty-four (24) consecutive hours.

1. Permanent Play Equipment In NO CASE shall approval be granted for the installation of permanent metal and/or wooden play equipment such as swing sets, climbing ropes and slides, etc., or for free standing basketball backboards or any type of basketball hoops and their poles in the front of the home. The ACC shall have the authority to establish additional guidelines for the placement and design of basketball goals, backboards, or any other similar sporting equipment and the same shall be kept and maintained out of view from any street, except in accordance with any such established guidelines.

2. Temporary Play Equipment May be used and if meant to stay outdoors (play yard, sandbox, etc.,) is permitted in the back yard as long as the yard is well maintained, (no broken, non-usable or rusted equipment is permitted to stay outside). Other play equipment that is not designed specifically to stay outdoors should be stored out of sight of surrounding neighbors when not in use. The back yard should not be used as a storage place for children's toys. The use of year round shrubs to hide or help with visual screening may be necessary.

Landscaping

LANDSCAPING Landscaping plans shall be approved by the ACC. An application is required when plant materials will become hedges, fences, barriers, or screens which meet or exceed (either at installation or at maturity) two (2) feet in height. Hedges and the like will generally only be considered for rear and side yard (not extending into the front plane of the home into the front yard) installations. An application is also required when the use of stone is contemplated for a border and the height of such stone will meet or

exceed twelve (12) inches. An application is required when the use of more than two such borders is contemplated on the same side of the property. An application is required when proposing to change the grade. Applications should include descriptions of the types and sizes of shrubs to be planted and a site plan depicting the location of the same. Landscape irrigation systems require ACC approval.

LANDSCAPE AND VEGETABLE GARDEN STANDARDS

1. Location Care should be exercised in the planting and maintenance of trees and shrubs to prevent obstruction of sight lines required for vehicular traffic. Also, the views of neighboring units and shade patterns of larger trees should always be considered.

2. Scale Care must be exercised in selecting plant materials which, upon maturity, will be an appropriate size in height and breadth for the intended location. Mature size, in height and diameter, should always be considered especially when planting close to walkways and houses. Consideration will be given to the effect plantings will have on views from neighboring houses and property.

An application is not required for foundation planting, or single plantings within mulched area. However, an application is required for trees and hedges more than two (2) feet in height or other features which in effect become structures, fences or screens, and as part of other applications where required.

Applications should include descriptions of the types and sizes of shrubs to be planted and a site plan showing the relationship of plantings to the house and adjacent dwellings.

ROCK/WATER GARDENS Rock gardens require an application in the event the rocks or collections of rocks exceed twenty four (24) inches in any directions. All rocks are to remain in their natural color. Water gardens require an application. Location of such feature should be seriously considered by the applicant so that the safety of household members and neighbors is considered.

SPRINKLERS In-ground sprinkler systems require approval by the ACC.

PATHWAYS The installation of pathways on a lot will be considered if it seems appropriate for the intended use and is appropriate to the size and scale of the lot. Stone, slate, flagstone, brick or other natural stone would be appropriate materials.

Miscellaneous

DRAINAGE. There shall be no interference with the established drainage patterns over any of the Property. An approval by the ACC does not relieve a home owner from the foregoing obligation. Such owner will be responsible for any damage associated with modifying draining patterns. Home owners should ensure that their sump pump outside drainage pipe, if applicable, is kept clear to facilitate water flow from the sump pump pit; typically the pipe should drain onto a down slope that leads away from the houses.

ELECTRONIC INSECT TRAPS Are not permitted.

HOSES Outdoor hoses and temporary watering devices (in containers, boxes, wheels, etc.) cannot be visible from the street when not in use.

HOUSE NUMBERS House numbers should be legible, but should be of a size and color which is appropriate for the applicant's house original formatted by the builder in cast stone.

MAINTENANCE/REPAIRS. Repair or maintenance of Improvements previously approved by the ACC do not require approval as long as such maintenance or repair is substantially in accordance with the plans or specifications originally approved by the ACC.

SKYLIGHTS Will require approval from the ACC.

SOLAR PANELS Will require approval from the ACC.

STORAGE Rear yards, decks, patios and front porches cannot be used for storage of any kind. No storage that is visible to the surrounding neighbors shall be allowed under the deck. Landscaping screening of natural plant material, that provides year round green, may be used to hide storage.

STORM WINDOWS -Will require approval from the ACC.

Mary Louise Garcia Mary Louise Garcia

AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Kristi E. Stotts, Esq.
Winstead, PC
401 Congress Ave., Suite 2100
Austin, Texas 78701



SOUTHWIND MEADOWS
COMMUNITY MANUAL

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, as the Declarant under the Declaration of Covenants, Conditions and Restrictions for Southwind Meadows, recorded under Document No. D218015151, in the Official Public Records of Tarrant County, Texas, certifies that the foregoing Community Manual was adopted for the benefit of the Southwind Meadows Community Association, Inc., a Texas non-profit corporation, as part of the initial project documentation for Southwind Meadows. This Community Manual becomes effective when recorded.

IN WITNESS WHEREOF, the undersigned has executed this Community Manual on the 9th day of January, 2018.

DECLARANT:

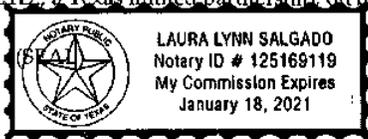
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership

By: Lennar Texas Holding Company, a Texas corporation, its General Partner

By: *Alice Schwarze*
Printed Name: Alice Schwarze
Title: Authorized Agent

THE STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me this 9th day of January, 2018, by Alice Schwarze Authorized Agent of Lennar Texas Holding Company, a Texas corporation, the General Partner of LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, on behalf of said corporation and limited partnership.



Laura Lynn Salgado
Notary Public Signature

Cross-reference to Declaration of Covenants, Conditions, and Restrictions for Southwind Meadows recorded under Document No. D218015151, in the Official Public Records of Tarrant County, Texas, as the same may be amended from time to time.

SOUTHWIND MEADOWS

COMMUNITY MANUAL

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6. **STATUTORY NOTICE OF POSTING AND RECORDATION OF
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7. **EMAIL REGISTRATION POLICY.....Attachment 7**

8. **GENERATOR POLICYAttachment 8**

COMMUNITY MANUAL

for

SOUTHWIND MEADOWS

A Residential Community in Tarrant County

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., is the developer of Southwind Meadows. The guiding principles for the Community have been set forth in the governing documents for Southwind Meadows, which include the Development Documents and the Association Documents (both defined below) and are collectively referred to herein as the "Documents" (the "**Documents**"). The Documents include such instruments as the Declaration of Covenants, Conditions and Restrictions (the "**Declaration**"), the Design Guidelines, if any, and this Community Manual (collectively referred to as the "**Development Documents**"), all of which are recorded in the property records by the developer generally prior to the time that you purchased your property. The Development Documents contain covenants, conditions and restrictions which not only encumber your property, but also have a legal and binding effect on all Owners and Occupants in the Community, now or in the future.

Under the Development Documents, the developer is the "**Declarant**" who has reserved certain rights to facilitate the development, construction, and marketing of the Community, including its size, shape and composition, while the Community is being built-out (the "**Development Period**"). Furthermore, the Development Documents identify and set forth the obligations of Southwind Meadows Community Association, Inc., the non-profit corporation created by the Declarant to exercise the authority and assume the powers described in the Declaration (the "**Association**"). Integral to the functioning of the Community, the Association's roles include owning, operating and maintaining various Common Areas and Community amenities, as well as administering and enforcing all of the Documents.

Other specific Documents include such instruments as the Certificate of Formation and Bylaws which set forth the corporate governance structure of the Association as well as the various Rules, which include rules, regulations, policies and procedures outlining the operation of the Association and required standards for use of property, activities and conduct (the "**Association Documents**"). It is the Association Documents which are included within this Community Manual, as further set forth herein.

Capitalized terms used but not defined in this Community Manual shall have the meaning subscribed to such terms in the Declaration.

This Community Manual becomes effective when Recorded.

ATTACHMENT 1
CERTIFICATE OF FORMATION



Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

Southwind Meadows Community Association, Inc.
File Number: 802913761

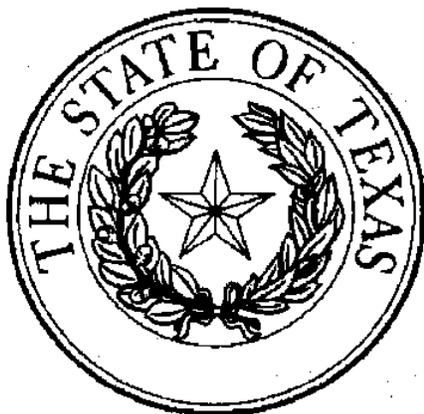
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/22/2018

Effective: 01/22/2018



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

FILED
In the Office of the
Secretary of State of Texas
JAN 22 2018
Corporations Section

**CERTIFICATE OF FORMATION
OF
SOUTHWIND MEADOWS COMMUNITY ASSOCIATION, INC.**

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a nonprofit corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

**ARTICLE I
NAME**

The name of the corporation is: Southwind Meadows Community Association, Inc. (hereinafter called the "Association").

**ARTICLE II
NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III
DURATION**

The Association shall exist perpetually.

**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Southwind Meadows, recorded in the Official Public Records of Tarrant County, Texas, as the same may be amended from time to time (the "Declaration"), the Bylaws or Applicable Law, may be exercised by the Board of Directors:

(a) all rights and powers conferred upon nonprofit corporations by Applicable Law;

(b) all rights and powers conferred upon property associations by Applicable Law, in effect from time to time, provided, however, that the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings: (i) in the name of any Member or Lot Owner (whether one or more); or (ii) pertaining to a Claim, as defined in Section 12.1 of the Declaration relating to the design or construction of Improvements on a Lot (whether one or more); and

(c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Declaration, or Applicable Law.

Notwithstanding any provision in Article XIV to the contrary, any proposed amendment to the provisions of this Article IV shall be adopted only upon an affirmative vote of Members holding one-hundred percent (100%) of the total number of votes of the Association and the Declarant.

Terms used but not defined in this Certificate of Formation shall have the meaning subscribed to such terms in the Declaration.

**ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 1707 Marketplace Blvd #100, Irving, Texas 75063. The name of its initial registered agent at such address is Greg Urech.

**ARTICLE VI
MEMBERSHIP**

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Declaration. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

**ARTICLE VII
VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in the Declaration.

**ARTICLE VIII
INCORPORATOR**

The name and street address of the incorporator is:

NAME

ADDRESS

Robert D. Burton

401 Congress Avenue, Suite 2100
Austin, Texas 78701

ARTICLE IX BOARD OF DIRECTORS

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Greg Urech	1707 Marketplace Blvd #100 Irving, Texas 75063
David Aughinbaugh	1707 Marketplace Blvd #100 Irving, Texas 75063
Laura Salgado	1707 Marketplace Blvd #100 Irving, Texas 75063

Each of the foregoing persons has consented to serve as a director. The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its sole discretion, may determine, as set forth in the Declaration.

ARTICLE X LIMITATION OF DIRECTOR LIABILITY

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

ARTICLE XI INDEMNIFICATION

Each person who acts as a director, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action,

suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

ARTICLE XII DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE XIII ACTION WITHOUT MEETING

Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Board of Directors, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members or directors, as applicable, having the total number of votes of the Association or Board of Directors, as applicable, necessary to enact the action taken, as determined under the Declaration or this Certificate of Formation.

ARTICLE XIV AMENDMENT

Amendment of this Certificate of Formation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of two-thirds (2/3) of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and this Certificate of Formation, the Declaration shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 22nd day of January, 2018.



Robert D. Burton, Incorporator

ATTACHMENT 2

**BYLAWS
OF
SOUTHWIND MEADOWS COMMUNITY ASSOCIATION, INC.**

**ARTICLE I
INTRODUCTION**

The name of the corporation is Southwind Meadows Community Association, Inc., a Texas non-profit corporation, hereinafter referred to as the "Association". The principal office of the Association shall initially be located in Tarrant County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas, County of Tarrant, as may be designated by the Board of Directors as provided in these Bylaws.

The Association is organized to be a nonprofit corporation.

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

**ARTICLE II
DEFINITIONS**

Capitalized terms used but not defined in these Bylaws shall have the meaning subscribed to such terms in the Declaration.

**ARTICLE III
MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES**

Section 3.1. Membership. Each Owner of a Lot is a mandatory Member of the Association, as more fully set forth in the Declaration.

Section 3.2. Place of Meetings. Meetings of the Association shall be held where designated by the Board, either within the Property or as convenient as possible and practical.

Section 3.3. Annual Meetings. There shall be an annual meeting of the Members of the Association for the purposes of Association-wide elections or votes and for such other Association business at such reasonable place, date and time as set by the Board.

Section 3.4. Special Meetings. Special meetings of Members may be called in accordance with Section 22.155 of the Texas Business Organizations Code or any successor statute.

Section 3.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting or by publication in a newspaper of general circulation, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, the

Secretary, or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid. If an election or vote of the Members will occur outside of a meeting of the Members (i.e., absentee or electronic ballot), then the Association shall provide notice to each Member no later than the 20th day before the latest date on which a ballot may be submitted to be counted.

Section 3.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Member shall be deemed a waiver of notice of all business transacted at such meeting unless an objection by a Member on the basis of lack of proper notice is raised before the business is put to a vote.

Section 3.7. Quorum. Except as provided in these Bylaws or in the Declaration, the presence of the Members representing ten percent (10%) of the total votes in the Association shall constitute a quorum at all Association meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, provided that Members representing at least five percent (5%) of the total votes in the Association remain in attendance, and provided that any action taken is approved by at least a Majority of the votes present at such adjourned meeting, unless otherwise provided in the Declaration.

Section 3.8. Conduct of Meetings. The President or any other person appointed by the Board shall preside over all Association meetings, and the Secretary, or the Secretary's designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 3.9. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in the Declaration, action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a Majority of the total votes present at such meeting in person or proxy or by absentee ballot or electronic voting, if such votes are considered present at the meeting as further set forth herein. Cumulative voting shall not be allowed. The person holding legal title to a Lot shall be entitled to cast the vote allocated to such Lot and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial Owner thereof in writing. **Any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Owner is void.** In a Board election, each candidate is allowed to name one person to observe the counting of the ballots, provided that the designated observer (i) is prohibited from seeing the name of the Member who cast any ballot, and (ii) shall not be disruptive, and if found to be disruptive, shall be removed.

Section 3.10. Methods of Voting: In Person; Proxies; Absentee Ballots; Electronically. The voting rights of an Owner vote may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; or (c) by electronic ballot. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. Electronic votes constitute written and signed ballots. In an Association election, written and signed ballots are not required for uncontested races. Votes shall be cast as provided in this Section:

(A) **Proxies.** Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Texas law relating to the use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot for which it was given.

(B) **Absentee and Electronic Ballots.** An absentee or electronic ballot: (i) may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (ii) may not be counted, even if properly delivered, if the Member attends any meeting to vote in person, so that any vote cast at a meeting by a Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (iii) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot. For the purposes of this Section, a nomination taken from the floor in a Board member election is not considered an amendment to the proposal for the election.

(1) ***Absentee Ballots.*** No absentee ballot shall be valid unless it is in writing, signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Absentee ballots shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall an absentee ballot be valid after the specific meeting or lawful adjournment of such meeting at which such ballot is counted or upon conveyance of the Lot for which it was given. Any solicitation for votes by absentee ballot must include:

- (i) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;
- (ii) instructions for delivery of the completed absentee ballot, including the delivery location; and
- (iii) the following language: *"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please*

attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

(2) *Electronic Ballots.* "Electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of the Member submitting the ballot can be confirmed; and (c) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Member that contains instructions on obtaining access to the posting on the website.

Section 3.11. Tabulation of and Access to Ballots. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote except such person may be given access to the ballots cast in the election or vote as part of a recount process. A person tabulating votes in an Association election or vote or who performs a recount pursuant to *Section 3.12* may not disclose to any other person how an individual voted. Notwithstanding any provision of these Bylaws to the contrary, only a person who tabulates votes pursuant to this Section or performs a recount pursuant to *Section 3.12* shall be given access to any Association ballots.

Section 3.12. Recount of Votes. Any Member (the "Recount Requesting Member") may, not later than the fifteenth (15th) day after the later of the date of any meeting of Members at which an election or vote was held, or the date of the announcement of the results of the election or vote, require a recount of the votes (the "Recount Request"). A Recount Request must be submitted in writing either: (i) by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (ii) in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The Recount Requesting Member shall be required to pay, in advance, expenses associated with the recount as estimated by the Association pursuant to subsection (a) below.

(a) **Cost of Recount.** The Association shall estimate the costs for performing the recount by a person qualified to tabulate votes under subsection (b), and no later than the 20th day after the date the Association receives the Recount Request, shall send an invoice for the estimated costs (the "Initial Recount Invoice") to the Recount Requesting Member at the Recount Requesting Member's last known address according to the Association's records. The Recount Requesting Member must pay the Initial Recount Invoice in full to the Association on or before the 30th day after the date the Initial Recount Invoice was delivered to the Recount Requesting Member (the "Deadline"). If the Initial Recount Invoice is not paid by the Recount Requesting Member by the Deadline, the Recount Requesting Member's Recount Request shall be considered withdrawn and the Association shall not be required to perform a recount. If the Initial Recount Invoice is paid by the Recount Requesting Member by the Deadline, then on or before the 30th day after the date of receipt of payment of the Invoice, the recount must be completed and the Association must provide each Recount Requesting Member with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the Recount Requesting Member for the cost of the recount not later than the 30th day after the date the

results of the recount are provided. If the recount does not change the results of the election, and the estimated costs included on the Initial Recount Invoice are either lesser or greater than the actual costs of the recount, the Association shall send a final invoice (the "**Final Recount Invoice**") to the Recount Requesting Member on or before the 30th business day after the date the results of the recount are provided. If the Final Recount Invoice reflects that additional amounts are owed by the Recount Requesting Member, the Recount Requesting Member shall remit such additional amounts to the Association immediately. Any additional amounts not paid to the Association by the Recount Requesting Member before the 30th business day after the date the Final Recount Invoice is sent may be charged as an Individual Assessment against the Recount Requesting Member. If the costs estimated in the Initial Recount Invoice costs exceed the amount reflected in the Final Recount Invoice, then the Recount Requesting Member shall be entitled to a refund, which such refund shall be paid at the time the Final Recount Invoice is delivered pursuant to this Section.

(b) Vote Tabulator. Following receipt of payment of the Initial Recount Invoice, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who: (i) is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity; and (ii) is either a person agreed on by the Association and each person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.

(c) Board Action. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

Section 3.13. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated, and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate. The initial Directors shall serve until their successors are elected and qualified.

(b) In accordance with Section 4.3 of the Declaration, i.e. no later than the 10th anniversary of the date the Declaration is Recorded, the Board must have held a meeting of the Members of the Association (the "Initial Member Election Meeting") where the Members will elect one (1) Director, for a one (1) year term ("Initial Member Elected Director"). Declarant will continue to appoint and remove two-thirds (2/3) of the Board after the Initial Member Election Meeting until expiration or termination of the Development Period. Notwithstanding the foregoing, the Initial Member Elected Director's term will expire as of the date of the Member Election Meeting.

(c) At the expiration or termination of the Development Period, the Declarant will thereupon call a meeting of the Members of the Association where the Declarant appointed Directors will resign and the Members, including Declarant, will elect three (3) new directors (to replace all Declarant appointed Directors and the Initial Member Elected Director)(the "Member Election Meeting"), one (1) Director for a three (3) year term, one (1) Director for a two (2) year term, and one (1) Director for a one (1) year term (with the individual receiving the highest number of votes to serve the three (3) year term, the individual receiving the next highest number of votes to serve the two (2) year term, and the individual receiving the third highest number of votes to serve a one (1) year term). Upon expiration of the term of a Director elected by the Members pursuant to this Section 4.1(c), his or her successor will be elected for a term of two (2) years.

(d) A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

(e) Each Director, other than Directors appointed by Declarant, shall be a Member. In the case of corporate, partnership or other entity ownership of a Lot, the Director must be a duly authorized agent or representative of the corporation, partnership or other entity which owns the Lot. Other than as set forth in this subparagraph (e), the Association may not restrict an Owner's right to run for a position on the Board.

Section 4.2. Compensation. The Directors shall serve without compensation for such service. As determined by the Board, Directors may be reimbursed for any reasonable and necessary out-of-pocket expenses.

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

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

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

Section 4.4. Vacancies on Board of Directors. Except with respect to Directors appointed by the Declarant, if the office of any elected Director shall become vacant by reason of death, resignation, or

disability, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws. Except with respect to Directors appointed by the Declarant, any Board Member whose term has expired or who has been removed from the Board must be elected by the Members.

Section 4.5. Removal of Directors. Subject to the right of Declarant to nominate and appoint Directors as set forth in *Section 4.1* of these Bylaws, an elected Director may be removed, with or without cause, by the Majority of the Members which elected such Director.

Section 4.6. Solicitation of Candidate for Election to the Board. At least thirty (30) days before the date an Association disseminates absentee ballots or other ballots to Members for the purpose of voting in a Board election, the Association shall provide notice (the "Solicitation Notice") of the election to the Members. The Solicitation Notice shall: (a) solicit candidates that are eligible under *Section 4.1(e)* and interested in running for a position on the Board; (b) state that an eligible candidate has fifteen (15) days to respond to the Solicitation Notice and request to be placed on the ballot; and (c) must be: (1) mailed to each Member; (2) e-mailed to each Member that has registered their e-mail address with the Association; or (3) posted in a conspicuous manner reasonably designed to provide notice to Members, such as: (i) within the Common Area or, with the Member's consent, on other conspicuously located privately owned property within the subdivision; or (ii) on any website maintained by the Association or other internet media.

ARTICLE V MEETINGS OF DIRECTORS

Section 5.1. Development Period. The provisions of this *Article V* do not apply to Board meetings during the Development Period (as defined in the Declaration) during which period the Board may take action by unanimous written consent in lieu of a meeting pursuant to *Section 5.12*, except with respect to a meeting conducted for the purpose of: (a) adopting or amending the Documents (i.e., declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

Section 5.2. Definition of Board Meetings. A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

Section 5.3. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.4. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 5.5. Quorum. A Majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.6. Open Board Meetings. All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes. The oral summary must include a general explanation of expenditures approved in executive session.

Section 5.7. Location. Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which the Property is located or in a county adjacent to that county, as determined in the discretion of the Board.

Section 5.8. Record; Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

Section 5.9. Notices. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each Member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located on the Association's common area or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is the Member's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

Section 5.10. Unanimous Consent. During the Development Period, Directors may vote by unanimous written consent. Unanimous written consent occurs if all Directors individually or collectively consent in writing to a Board action. The written consent must be filed with the minutes of Board meetings. Action by written consent shall be in lieu of a meeting and has the same force and effect as a unanimous vote of the Directors. As set forth in *Section 5.1*, Directors may not vote by unanimous consent

if the Directors are considering any of the following actions: (a) adopting or amending the Documents (i.e., declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members

Section 5.11. Meeting without Prior Notice. The Board may take action outside a meeting, including voting by electronic or telephonic means without prior notice to the Members if each Board member is given a reasonable opportunity (i) to express his or her opinions to all other Board members and (ii) to vote. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, unless done in an open meeting for which prior notice was given to the Members pursuant to *Section 5.9* above consider or vote on: (a) fines; (b) damage assessments; (c) the initiation of foreclosure actions; (d) the initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control approval; (h) a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue; (i) the lending or borrowing of money; (j) the adoption of any amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent (10%); (l) the sale or purchase of real property; (m) the filling of a vacancy on the Board; (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (o) the election of an officer.

Section 5.12. Telephone and Electronic Meetings. Any action permitted to be taken by the Board may be taken by telephone or electronic methods provided that: (1) each Board member may hear and be heard by every other Board member; (2) except for any portion of the meeting conducted in executive session: (i) all Members in attendance at the meeting may hear all Board members; and (ii) any Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a participating Board member at the same meeting; and (3) the notice of the Board meeting provides instructions to the Members on how to access the electronic or telephonic communication method used in the meeting. Participation in such a meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

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

- (a) adopt, amend, revoke, record, and publish the Rules;

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

(c) exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Documents;

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

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

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

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

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

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

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

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

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

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

ARTICLE VII OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

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

(b) **Vice President.** The Vice President, if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

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

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

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

Section 7.9. Execution of Instruments. Except when the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, including without limitation checks from the Association's bank account. In the absence of Board designation, and unless otherwise provided herein, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE VIII

OTHER COMMITTEES OF THE BOARD OF DIRECTORS

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

ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Documents shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X ASSESSMENTS

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

ARTICLE XI CORPORATE SEAL

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

ARTICLE XII AMENDMENTS

These Bylaws may be amended by: (i) the Declarant until expiration or termination of the Development Period; or (ii) a Majority vote of the Board of Directors with the advance written consent of the Declarant until expiration or termination of the Development Period.

ARTICLE XIII INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every Director, Officer or Committee Member against, and reimburse and advance to every Director, Officer or Committee Member for, all liabilities, costs and expenses' incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Business Organizations Code and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director, Officer or Committee Member shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such Director, Officer or Committee Member received an improper benefit, whether or not the benefit resulted from an

action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such Director, Officer or Committee Member is expressly provided for by statute.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 14.2. Review of Statutes and Court Rulings. Users of these Bylaws should also review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by these Bylaws.

Section 14.3. Conflict. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. In the case of any conflict between these Bylaws and any provision of the applicable laws of the State of Texas, the conflicting aspect of the Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect.

Section 14.4. Interpretation. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions or articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

Section 14.5. No Waiver. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ATTACHMENT 3
SOUTHWIND MEADOWS COMMUNITY ASSOCIATION, INC.
FINE AND ENFORCEMENT POLICY

1. **Background.** Southwind Meadows is subject to that certain Declaration of Covenants, Conditions and Restrictions for Southwind Meadows, recorded in the Official Public Records of Tarrant County, Texas, as the same may be amended from time to time ("Declaration"). In accordance with the Declaration, Southwind Meadows Community Association, Inc., a Texas non-profit corporation (the "Association") was created to administer the terms and provisions of the Declaration. Unless the Declaration or Applicable Law expressly provides otherwise, the Association acts through a majority of its board of directors (the "Board"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), and any Rules promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the "Documents"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Declaration and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Documents.

The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "Act"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Documents.

2. **Policy.** The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.
3. **Owner's Liability.** An Owner is liable for fines levied by the Association for violations of the Documents by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.
4. **Amount.** The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

5. Violation Notice. Except as set forth in Section 5(C) below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records) (the "Violation Notice") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq*), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

- A. First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) – (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.
- B. Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*.
- C. Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, if the Owner has never cured the violation in

response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "Request") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days' before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.
7. Due Date. Fine and/or damage charges are due immediately if the violation is incurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the First Violation notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.
8. Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 7.12* of the Declaration and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 7.12.2* of the Declaration. Unless otherwise provided in *Section 7.12* of the Declaration, the fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to *Article 7* of the Declaration.

9. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.
10. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.
11. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Documents. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES‡:

New Violation: Notice of Violation	Fine Amount: \$25.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)
Repeat Violation (No Right to Cure or Uncurable Violation):	Fine Amount: 1st Notice \$50.00 2nd Notice \$75.00 3rd Notice \$100.00 4th Notice \$125.00
Continuous Violation: Continuous Violation Notice	Amount TBD

‡ The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer. The Board has convened for the purpose of providing [Owner] an opportunity to be heard regarding a notice of violation of the Documents sent by the Association.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for [Owner] to discuss, verify facts, and attempt to resolve the matter at issue. The Board may be able to resolve the dispute at the hearing or the Board may elect to take the matter under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer. This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by [Owner] be held until completion of the presentation by the Association's representative.

[Presentations]

III. Discussion:

Hearing Officer. This portion of the hearing is to permit the Board and [Owner] to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, a mutually agreed upon resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution:

Hearing Officer. This portion of the hearing is to permit discussion between the Board and [Owner] regarding the final terms of a mutually agreed upon resolution, if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

ATTACHMENT 4

SOUTHWIND MEADOWS COMMUNITY ASSOCIATION, INC.
ASSESSMENT COLLECTION POLICY

Southwind Meadows is a community (the "Community") created by and subject to the Declaration of Covenants, Conditions and Restrictions for Southwind Meadows Recorded in the Official Public Records of Tarrant County, Texas, and any amendments or supplements thereto ("**Declaration**"). The operation of the Community is vested in Southwind Meadows Community Association, Inc. (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), and any Rules promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Documents.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Documents. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Documents.

SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. **Due Date.** An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. **Delinquent.** Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.
- 1-C. **Late Fees & Interest.** If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of \$25 per month and/or interest 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 1 and 1/2% per month) until paid in full.
- 1-D. **Liability for Collection Costs.** The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. **Insufficient Funds.** The Association may levy a charge of \$25 for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. **Waiver.** Properly levied collection costs, late fees, and interest may only be waived by a Majority of the Board.

SECTION 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

SECTION 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent assessments	(4) Other attorney's fees
(2) Current assessments	(5) Fines
(3) Attorney fees and costs associated with delinquent assessments	(6) Any other amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner in their sole and absolute discretion. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (*i.e.*, less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does

not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

- 3-E. Notice of Payment. If the Association receives full payment of the delinquency after Recording a notice of lien, the Association will cause a release of notice of lien to be publicly Recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and Recording the release.
- 3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

SECTION 4. LIABILITY FOR COLLECTION COSTS

- 4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

SECTION 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's Manager, an attorney, or a debt collector.
- 5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has thirty (30) for the Owner to cure the delinquency before further collection action is taken (the "Delinquency Cure Period"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.
- 5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
- 5-E. Notification of Mortgage Lender. The Association may notify the Mortgage lender of the default obligations.

- 5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.
- 5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:
- (1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association), then
 - (2) Lien Notice: Preparation of the Lien Notice and Demand for Payment Letter and Recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then
 - (3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within 30 days, then
 - (4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.
- 5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded. In that event, a copy of the notice will be sent to the defaulting Owner and may also be sent to the Owner's Mortgagee.
- 5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
- 5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his Occupant, whose account with the Association is delinquent for at least thirty (30) days.

SECTION 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, Manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Documents and the laws of the State of Texas.

- 6-C. Limitations of Interest. The Association, and its officers, directors, Managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.
- 6-D. Notices. Unless the Documents, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Occupant is deemed notice to all Occupants. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

ATTACHMENT 5

SOUTHWIND MEADOWS COMMUNITY ASSOCIATION, INC. RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Southwind Meadows recorded in the Official Public Records of Tarrant County, Texas, as the same may be amended from time to time.

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Declaration.

1. Written Form. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. Request in Writing; Pay Estimated Costs In Advance. An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. Period of Inspection. Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) business days along with either: (i) another date within an additional fifteen (15) business days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) a notice that after a diligent search, the requested records are missing and cannot be located.

4. **Records Retention.** The Association shall keep the following records for at least the time periods stated below:

- a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Declaration, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto Recorded in the property records to be effective against any Owner and/or Member of the Association.
- b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.
- c. **FIVE (5) YEARS:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association, and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.
- d. **SEVEN (7) YEARS:** Minutes of all meetings of the Board and the Owners.
- e. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.
- f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2015, and the retention period is five (5) years, the retention period begins on December 31, 2015 and ends on December 31, 2020. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. **Confidential Records.** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. **Attorney Files.** Attorney's files and records relating to the Association (excluding invoices requested by an Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall

be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

7. *Presence of Board Member or Manager; No Removal.* At the discretion of the Board or the Association's Manager, certain records may only be inspected in the presence of a Board member or employee of the Association's Manager. No original records may be removed from the office without the express written consent of the Board.

TEXAS ADMINISTRATIVE CODE
TITLE 1, PART 3, CHAPTER 70
RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--\$1.00;

(B) Magnetic tape--actual cost;

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--\$1.00;

(F) Non-rewritable CD (CD-R)--\$1.00;

(G) Digital video disc (DVD)--\$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--\$2.50;

(K) Audio cassette--\$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the

formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10

per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10 / 3 = \3.33 ; or $\$10 / 60 \times 20 = \3.33 .

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

Source Note: The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614.

ATTACHMENT 6

SOUTHWIND MEADOWS COMMUNITY ASSOCIATION, INC.
STATUTORY NOTICE OF POSTING AND RECORDATION OF
ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Southwind Meadows recorded in the Official Public Records of Tarrant County, Texas, as the same may be amended from time to time (the "Declaration").

1. Dedicatory Instruments. As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the declaration or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The term "dedicatory instrument" is referred to in this notice and the Declaration as the "Documents."

2. Recordation of All Documents. The Association shall file all of the Documents in the real property records of each county in which the property to which the Documents relate is located. Any dedicatory instrument comprising one of the Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. Online Posting of Documents. The Association shall make all of the Recorded Documents relating to the Association or Development available on a website if the Association, or a management company on behalf of the Association, maintains a publicly accessible website.

ATTACHMENT 7

SOUTHWIND MEADOWS COMMUNITY ASSOCIATION, INC.
EMAIL REGISTRATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Southwind Meadows recorded in the Official Public Records of Tarrant County, Texas, as the same may be amended from time to time.

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

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

3. **Failure to Register.** An owner may not receive email notification or communication of annual or special meetings of members of the Association should the owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or Association manager from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.

4. **Amendment.** The Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration.

ATTACHMENT 8

SOUTHWIND MEADOWS COMMUNITY ASSOCIATION, INC.
GENERATOR POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Southwind Meadows, recorded in the Official Public Records of Tarrant County, Texas, as amended.

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED

As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("Generator") upon written approval by the architectural review authority under the Declaration (the "ACC").

B. GENERATOR PROCEDURES AND REQUIREMENTS

1. Application. Approval by the ACC is required prior to installing a Generator. To obtain the approval of the ACC for a Generator, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the "Generator Application"). A Generator Application may only be submitted by a tenant if the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Generator Application. The ACC is not responsible for: (i) errors or omissions in the Generator Application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

2. Approval Conditions. Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

(i) The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

(ii) The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

(iii) The Owner must install all natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

(iv) The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

(v) The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

(vi) The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

(vii) The Owner must screen a Generator if it is visible from the street faced by the residence, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

(viii) The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

(ix) No Owner shall use the Generator to generate all or substantially all of the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

(x) No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

(xi) No Owner shall locate a Generator on property owned by the Association.

(xii) No Owner shall locate a Generator on any property owned in common by members of the Association.

3. Process. Any proposal to install a Generator on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Generator Policy when considering any such request.

4. Approval. Each Owner is advised that if the Generator Application is approved by the ACC, installation of the Generator must: (i) strictly comply with the Generator

Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Generator to be installed in accordance with the approved Generator Application, the ACC may require the Owner to: (a) modify the Generator Application to accurately reflect the Generator installed on the Property; or (b) remove the Generator and reinstall the Generator in accordance with the approved Generator Application. Failure to install the Generator in accordance with the approved Generator Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Generator Application or remove and relocate a Generator in accordance with the approved Generator Application shall be at the Owner's sole cost and expense.

Southwind Meadows Community Association, Inc.

Collection Policy

THIS POLICY IS EFFECTIVE ON THE DATE EXECUTED BELOW AND REPLACES ANY AND ALL PRIOR COLLECTION POLICIES

The following actions are performed to collect on delinquent accounts. The charges assessed to an owner's account for certain collection action noted below are subject to change without notice. Monthly late and handling fees are assessed to delinquent accounts according to the notification on the billing statement and a monthly past due letter with account analysis or a late statement is mailed.

<u>Check Here</u>	<u>Collection Step</u>	<u>Approximate Day of Delinquency Each Step is Taken</u>	<u>Notes</u>
(X)	Past due letter with account analysis or a late statement	--- ----	An initial letter with an account analysis is mailed after the first month of fees are charged to a past due account. Additional late statements are mailed monthly when late fees are charged.
()	Utility cut-off notice	--- N/A ---	This action is taken only if the association has common meters and it is permitted in their documents.
(X)	Initial collection letter	-- 30 to 45 --	This letter is mailed by regular & certified mail & a \$10.00 processing fee charged to the owners account. This letter allows the owner thirty (30) days to pay or dispute the balance & notifies of future action if payment is not received.
(X)	Intent to report delinquent account to credit bureau	-- 60 to 75 --	This letter allows the owner ten (10) days to pay prior to reporting their delinquent account to the credit bureau. It also informs the owner of the fee that will be charged to their account if reported to the credit bureau.
(X)	Notification to owner of credit bureau reporting	-- 70 to 85 --	This letter notifies the owner that their account has been charged \$59.54 & is being reported to the credit bureau. It also informs them of future actions & the related fees that will be charged to their account.
(X)	Order title search to determine legal owner	-- 80 to 105 --	A title search is ordered & the owners account charged \$77.02. Upon receipt of the title search, a letter is mailed to the owner informing them of this action and the \$77.02 charge assessed to their account. This letter also informs them if payment is not received within ten (10) days an assessment lien will be filed with the county & the associated cost charged back to their account.
(X)	Notify owner of lien filing and file lien with the county	-- 95 to 125 --	If payment has not been received within ten (10) days a lien is prepared & the owners account charged \$200.26. A letter is mailed to the owner informing them of this action, that \$200.26 has been charged to their account & that the lien is being filed in the county records. Upon payment in full a notice of release of lien will be processed & filed in the county at no additional charge.

*******Board must approve action prior to sending owners file to association attorney*******

(X)	Forward owners file to the association attorney for small claims suit and/or foreclosure	-- 120 to 135 --	This action must be allowed in the association documents. A fee of \$25.00 will be charged to the owners account for preparing & forwarding the necessary documents to the association attorney.
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Signature – Authorized Board Member

Date



AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
KRISTI E. STOTTS, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701

SOUTHWIND MEADOWS
ADOPTION OF WORKING CAPITAL ASSESSMENT

Cross Reference to that certain Declaration of Covenants, Conditions and Restrictions for Southwind Meadows, recorded under Document No. D218015151, in the Official Public Records of Tarrant County, Texas.

SOUTHWIND MEADOWS
ADOPTION OF WORKING CAPITAL ASSESSMENT

This Adoption of Working Capital Assessment is made and executed by **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership (the "**Declarant**"), who has caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Southwind Meadows, recorded under Document No. D218015151, in the Official Public Records of Tarrant County, Texas (the "**Declaration**") and is as follows:

1. **Working Capital Assessment.** In accordance with *Section 7.04* of the Declaration, Declarant adopts a working capital assessment in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) (the "**Working Capital Assessment**"). The Working Capital Assessment applies to all Lots subject to the Declaration unless otherwise exempt pursuant to *Section 7.04* of the Declaration.

2. **Subject to Change.** The amount of the Working Capital Assessment designated hereunder is subject to change from time to time by Declarant, until the expiration or termination of the Development Period, and the Board thereafter.

3. **Capitalized Terms.** Capitalized terms used by not defined herein shall have the meanings ascribed to such terms in the Declaration.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

**LENNAR HOMES OF TEXAS AND
CONSTRUCTION, LTD.,** a Texas limited partnership

By: Lennar Texas Holding Company, a Texas
corporation, its General Partner

By: Alice Schwarz
Printed Name: Alice Schwarz
Title: Authorized Agent

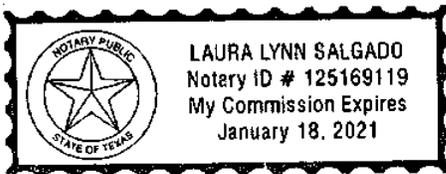
THE STATE OF TEXAS §

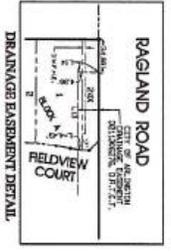
COUNTY OF Dallas §

This instrument was acknowledged before me this 9th day of January, 2018,
by Alice Schwarz, Authorized Agent of Lennar Texas Holding Company, a Texas
corporation, the General Partner of Lennar Homes of Texas Land and Construction, Ltd., a
Texas limited partnership, on behalf of said corporation and limited partnership.

(SEAL)

Laura Lynn Salgado
Notary Public Signature





ABBREVIATION LEGEND

U.E. UTILITY EASEMENT
 S.E. SHEDDING EASEMENT
 N.F.M.E. NAIL & FINISH MAINTENANCE EASEMENT
 N.F.F. NAILING FINISH FLOOR
 R.O.M. ROOF OR WAY
 P.C. PAVEMENT
 C.D. CURB
 P.L.P.C.T. PLANT BEDS, TARRANT COUNTY, TEXAS
 O.P.C.T. OPEN PUBLIC RECORD, TARRANT COUNTY, TEXAS
 A.C. ADJACENT
 B.F.F. BRIDGE FEET CAP ROAD
 R.F.F. ROAD FEET CAP ROAD

LINE BEARING DISTANCE

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CURVE DATA

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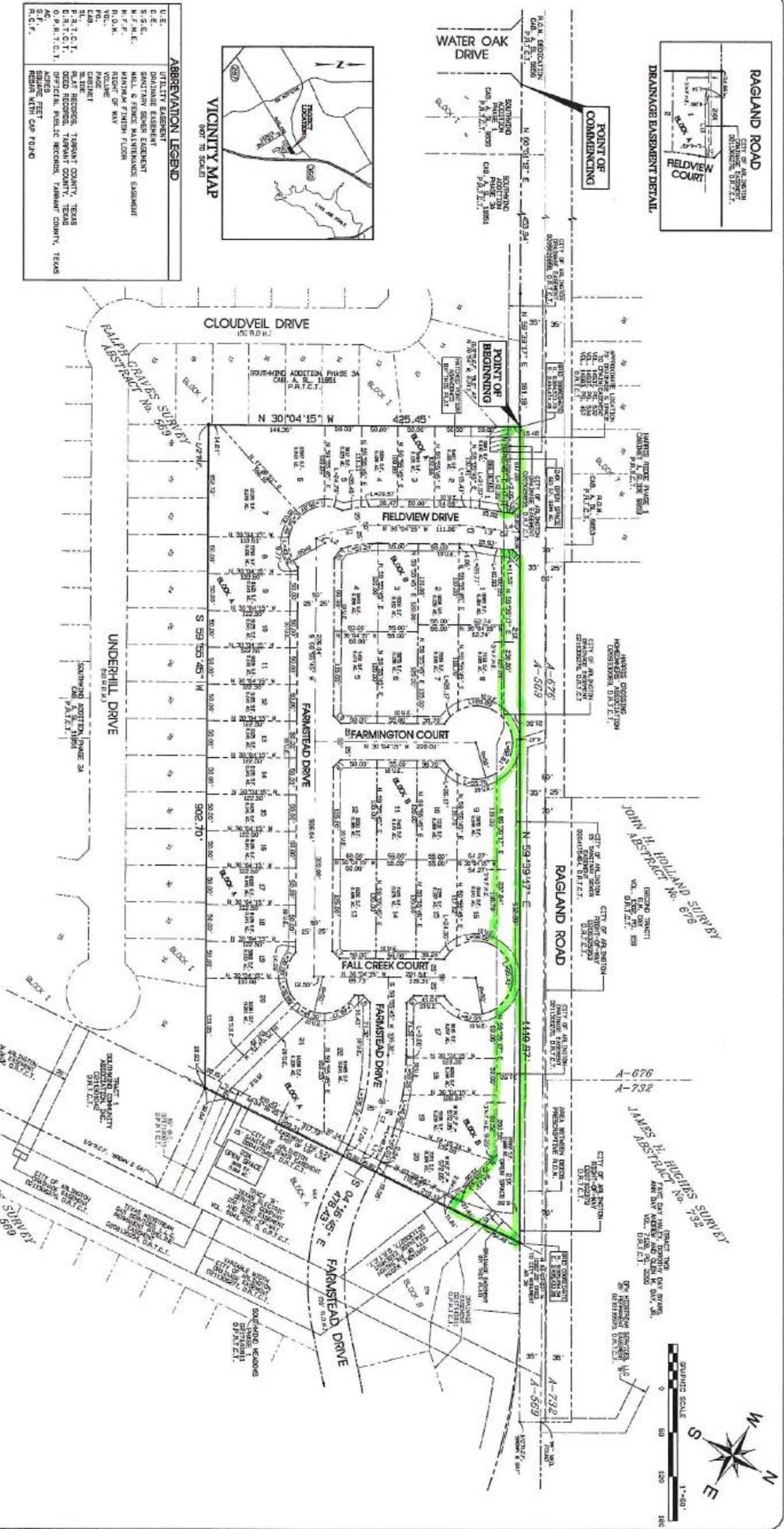
OVERLAP/DRIVE OWNED BY:
 LAND AND CONSTRUCTION, LTD.
 1701 MARKET PLACE BLVD., SUITE 100
 BEVING TEXAS 75003
 TEL: (409) 591-2211
 FAX: (409) 591-2211

PREPARED BY:
 GOODWIN
 MARSHALL
 2402 MARKET DRIVE, SUITE 407
 HOUSTON, TEXAS 77002
 TEL: (713) 866-1100
 FAX: (713) 866-1100

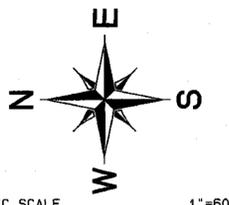
RALPH GRAVES SURVEY, ABSTRACT NO. 569
 AN ADDITION TO THE
 CITY OF ARLINGTON, TARRANT COUNTY, TEXAS
 42 RESIDENTIAL LOTS AND NON-RESIDENTIAL LOTS
 9.888 ACRES
 RECORDED IN 2011/10/26
 ORIGINAL PUBLIC RECORD, TARRANT COUNTY, TEXAS

CORRECTED FINAL PLAT
 OF
SOUTHVIEW MEADOWS, PHASE 2
 ORIGINAL PUBLIC RECORD, TARRANT COUNTY, TEXAS
 9.888 ACRES
 SITUATED IN THE
 CITY OF ARLINGTON, TARRANT COUNTY, TEXAS
 42 RESIDENTIAL LOTS AND NON-RESIDENTIAL LOTS
 9.888 ACRES
 RECORDED IN 2011/10/26
 ORIGINAL PUBLIC RECORD, TARRANT COUNTY, TEXAS

THIS PLAT IS RECORDED IN 2011/10/26



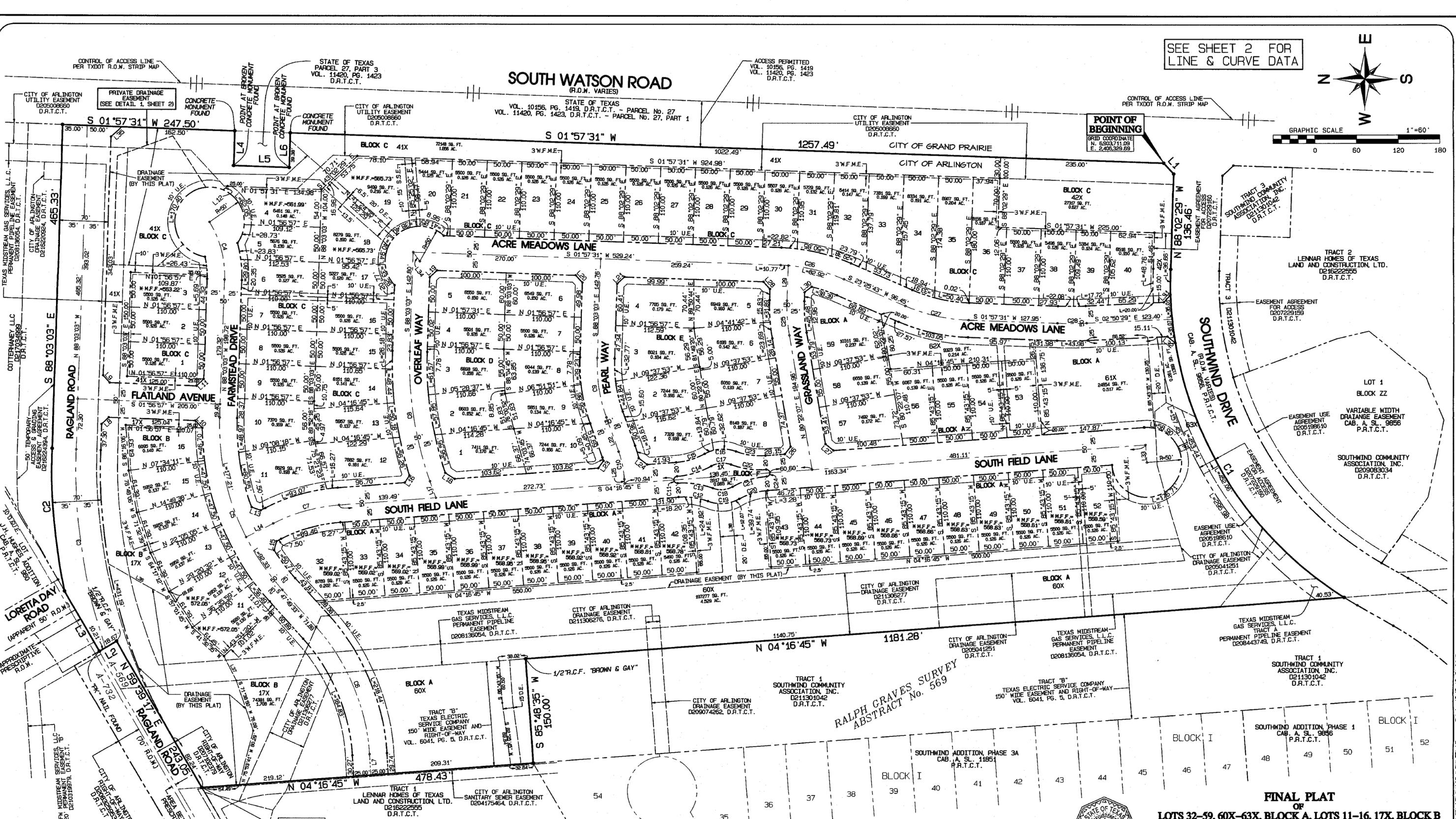
SEE SHEET 2 FOR
LINE & CURVE DATA



SOUTH WATSON ROAD

(R.O.W. VARIES)
STATE OF TEXAS
VOL. 10156, PG. 1419, D.R.T.C.T. - PARCEL No. 27
VOL. 11420, PG. 1423, D.R.T.C.T. - PARCEL No. 27, PART 1

POINT OF BEGINNING
GRID COORDINATE
N. 5303.711.09
E. 2405.359.09



ABBREVIATION LEGEND	
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
M.F.F.M.E.	WALL & FENCE MAINTENANCE EASEMENT
R.O.W.	RIGHT OF WAY
M.F.F.	MINIMUM FINISH FLOOR
VOL.	VOLUME
PG.	PAGE
CAB.	CABINET
SLIDE	SLIDE
P.R.T.C.T.	PLAT RECORDS, TARRANT COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TARRANT COUNTY, TEXAS
AC.	ACRES
SQ. FT.	SQUARE FEET
R.C.F.	REBAR WITH CAP FOUND

OWNED BY:
SOUTHWIND COMMUNITY ASSOCIATION, INC.
2415 AVE. J, SUITE 100
ARLINGTON, TEXAS 76006

OWNED/DEVELOPED BY:
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
1707 MARKETPLACE BLVD., SUITE 100
IRVING, TEXAS 75063
PHONE: (469) 587-5215
FAX: (469) 587-5221

PREPARED BY:
GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2405 Mustang Drive, Grapevine, TX 76051
Metro (817) 329-4373
TBPLS FIRM No. 10021700



FINAL PLAT
OF
**LOTS 32-59, 60X-63X, BLOCK A, LOTS 11-16, 17X, BLOCK B
LOTS 1-40, 41X, 42X, BLOCK C, LOTS 1-10, BLOCK D
LOTS 1-8, BLOCK E, LOT 1X, BLOCK F
SOUTHWIND MEADOWS, PHASE 1**
BEING
29.112 ACRES
SITUATED IN THE
RALPH GRAVES SURVEY, ABSTRACT No. 569
AN ADDITION TO THE
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS
OCTOBER 2016
92 RESIDENTIAL LOTS AND 8 NON-RESIDENTIAL LOTS
THIS PLAT IS RECORDED IN 2017140811 DATED 6/21/2017 SHEET 1 OF 2

(TRACT TWO)
FAYE DAY HALEY, DOROTHY DAY BYARS,
ANN DAY ANDREY AND GLEN M. DAY, JR.
VOL. 7128, PG. 2299
D.R.T.C.T.

APPROXIMATE
PRESERVATIVE
R.O.W.

OWNER'S CERTIFICATE

STATE OF TEXAS, COUNTY OF TARRANT

WHEREAS LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. and SOUTHWIND COMMUNITY ASSOCIATION, INC. are the owners of a tract of land situated in the Ralph Graves Survey, Abstract No. 569, City of Arlington, Tarrant County, Texas, being a portion of a Tract 1 as described in deed to Lennar Homes of Texas Land and Construction Company, Ltd., recorded in D21622255, Deed Records, Tarrant County, Texas (DRTCT), being a portion of Tract 1 as described in deed to Southwind Community Association, Inc., recorded in D211301042, DRTCT, and being more particularly described as follows:

BEGINNING at a 1/2" rebar capped Goodwin & Marshall set (hereafter referred to as 1/2" rebar capped set) at the intersection of the west right-of-way line of South Watson Road (SH No. 360 - R.O.W. varies, adjoining R.O.W. set out as Parcel 27, recorded in Volume 10256, Page 1419, DRTCT and Parcel 27, Part 1, recorded in Volume 11420, Page 1423, DRTCT) and the north right-of-way line of Southwind Drive (R.O.W. varies per Cabinet A, Slide 5856, Plat Records, Tarrant County, Texas), being the most easterly southeast corner of said Southwind Tract 1;

THENCE along the northerly right-of-way line of said Southwind Drive and the southerly line of said Southwind Tract 1, as follows:

S 46°57'31" N, a distance of 21.21 feet to a 1/2" rebar capped set;

N 08°02'29" W, a distance of 136.46 feet to a 1/2" rebar capped set at the beginning of a tangent curve to the left, having a radius of 535.00 feet;

Southwesterly, along said curve, having a central angle of 59°50'43", an arc distance of 558.80 feet, and a chord that bears S 62°02'09" W, 533.75 feet to a 1/2" rebar capped set in the east line of the 150 foot wide TRACT E easement and right of way as set out to Texas Electric Service Company (TESCO), recorded in Volume 6041, Page 8, DRTCT;

THENCE N 04°16'45" N, non-tangent to said curve, along the east line of said TESCO easement, at a distance of 40.53 feet passing a 1/2" rebar capped set at the southeast corner of said Lennar Tract 1 and a reentrant corner of said Southwind Tract 1, continuing along a line common to said Lennar Tract 1, said Southwind Tract 1, and the east line of said TESCO easement, a total distance of 1181.28 feet to a 1/2" rebar capped Brown & Gay found at a reentrant corner of said Lennar Tract 1 and the east northerly northeast corner of said Southwind Tract 1;

THENCE S 65°48'35" N, departing the east line of said TESCO easement, along a reentrant line of said Lennar Tract 1 and the north line of said Southwind Tract 1, a distance of 150.00 feet to a 1/2" rebar capped Goodwin & Marshall recovered in the west line of said TESCO easement, being the most easterly northeast corner of Southwind Addition Phase 3A, an addition to the City of Arlington, Tarrant County, Texas as recorded in Cabinet A, Slide 19551, PRTOC;

THENCE N 04°16'45" N, across said Lennar Tract 1, along the west line of said TESCO easement, a distance of 178.45 feet to a 1/2" rebar capped set in the southerly right-of-way line of Ragland Road (70' R.O.W., adjoining R.O.W. per D207102373, DRTCT) and a north line of said Lennar Tract 1;

THENCE along the southerly and easterly right-of-way line of said Ragland Road per said D207102373 and the northerly line of said Lennar Tract 1, as follows:

N 59°39'17" E, a distance of 243.05 feet a 1/2" rebar capped Brown & Gay found;

N 30°20'43" W, a distance of 28.88 feet to a PK nail in asphalt pavement found in said Ragland Road and the northerly line of said Lennar Tract 1;

THENCE N 59°55'55" E, within said Ragland Road (non-dedicated R.O.W.) and along the northerly line of said Lennar Tract 1, a distance of 99.46 feet to a 1/2" rebar capped set at the beginning of a non-tangent curve to the right, from which a 1/2" rebar found bears N 55°55' E, 89.55 feet, and 1/2" rebar capped Myokoski Metrics bears S 55°51' W, 5.92 feet;

THENCE departing said Ragland Road, along the north line of said Lennar Tract 1, as follows:

Northeasterly, along said curve, having a radius point that bears S 12°11'01" E, 835.00 feet, a central angle of 14°07'58", an arc distance of 205.56 feet, and a chord that bears N 84°52'58" E, 205.44 feet to a 1/2" rebar capped set at the end of said curve;

S 08°03'03" E, tangent to said curve, a distance of 465.33 feet to a 1/2" rebar capped set in the west right-of-way line of aforementioned South Watson Road at the northeast corner of said Lennar Tract 1;

THENCE along the west right-of-way line of said South Watson Road and the east line of said Lennar Tract 1, as follows:

S 01°57'31" W, a distance of 247.50 feet to a concrete monument found at the northeast corner of State of Texas Parcel 27, Part 3 tract as set out in Volume 11420, Page 1423, DRTCT;

N 08°02'29" W, along the north line of said State of Texas Parcel 27, Part 3 tract, a distance of 50.00 feet to a point at broken concrete monument found at the northwest corner of said State of Texas Parcel 27, Part 3 tract;

S 01°57'31" W, along the west line of said State of Texas Parcel 27, Part 3 tract, a distance of 60.00 feet to a point at a broken concrete monument found at the southwest corner of said State of Texas Parcel 27, Part 3 tract;

S 08°02'29" E, along the south line of said State of Texas Parcel 27, Part 3 tract, a distance of 50.00 feet to a concrete monument found at the southeast corner of said State of Texas Parcel 27, Part 3 tract;

S 01°57'31" W, at a distance of 1022.49 feet passing a 1/2" rebar capped set at most easterly southeast corner of said Lennar Tract 1 and the most easterly northeast corner of said Southwind Tract 1, continuing a total distance of 1257.49 feet to the POINT OF BEGINNING and containing 1,268,115 square feet or 29.112 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT, LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. and SOUTHWIND COMMUNITY ASSOCIATION, INC., acting by and through the undersigned, their duly authorized agents, do hereby adopt this plat designating the herein above described property as LOTS 32-59, 60X-63X, BLOCK A, LOTS 11-16, 17X, BLOCK B, LOTS 1-40, 41X, 42X, BLOCK C, LOTS 1-10, BLOCK D, LOTS 1-8, BLOCK E, LOT 1X, BLOCK F, SOUTHWIND MEADOWS, PHASE 1, an addition to the City of Arlington, Tarrant County, Texas, and does hereby dedicate to the public's use the streets and easements shown thereon, except any private easements shown thereon.

This plat does not alter or remove existing deed restrictions or covenants, if any, on this property.

Pursuant to Section 12.002 of the Texas Property Code, as amended, I have obtained original tax certificates from each taxing unit with jurisdiction over each parcel of real property in said subdivision indicating that no delinquent ad valorem taxes are owed on the real property which is the subject of the plat or replat. I have submitted to the City of Arlington, Tarrant County, Texas for filing and recording with the Tarrant County Clerk's office.

Witness my hand, this the 16th day of June, 2017.

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership

By: Lennar Texas Holding Company, its General Partner

By: Alicia Scherzer, Name: Alicia Scherzer, Title: Authorized Agent

Witness my hand, this the 16th day of June, 2017.

SOUTHWIND COMMUNITY ASSOCIATION, INC.

By: Rebecca Richard, Name: Rebecca Richard, Title: President

Witness my hand, this the 16th day of June, 2017.

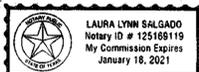
STATE OF TEXAS, COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Alicia Scherzer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 16th day of June, 2017.

Notary Public in and for the State of Texas

My Commission Expires: 1-18-2021



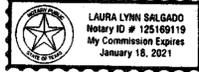
STATE OF TEXAS, COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Rebecca Richard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 16th day of June, 2017.

Notary Public in and for the State of Texas

My Commission Expires: 1-18-2021



SURVEYOR'S CERTIFICATE

THIS IS to certify that I, Joel S. Barton, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground and that this plat correctly represents that survey made by me or under my direction and supervision.

Joel S. Barton, Registered Professional Land Surveyor No. 4914, 2405 Mustang Drive, Grapevine, Texas 76051, Metro (817) 329 - 4373



MAINTENANCE STATEMENT

THE CITY OF ARLINGTON IS NOT RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, OR USE OF THE DRAINAGE FEATURES LOCATED ON LOTS 60X, 63X, BLOCK A, LOT 17X, BLOCK B, AND LOT 41X, BLOCK C AND THEIR ASSOCIATED DRAINAGE EASEMENTS, HEREIN REFERRED TO AS "IMPROVEMENTS," TO BE DEVELOPED AND CONSTRUCTED BY DEVELOPER OR HIS SUCCESSORS. DEVELOPER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF ARLINGTON, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ANY DIRECT OR INDIRECT LOSS, DAMAGE, LIABILITY OR EXPENSE AND ATTORNEY'S FEES FOR ANY NEGLIGENCE ARISING OUT OF THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, OR USE OF THE IMPROVEMENTS, INCLUDING ANY NON-PERFORMANCE OF THE FOREGOING. DEVELOPER WILL REQUIRE ANY SUCCESSOR IN INTEREST OF ALL OR PART OF THE PROPERTY, INCLUDING ANY PROPERTY OWNERS ASSOCIATION TO ACCEPT FULL RESPONSIBILITY AND LIABILITY FOR THE IMPROVEMENTS. ALL OF THE ABOVE SHALL BE COVENANTS RUNNING WITH THE LAND. DEVELOPER SHALL IMPOSE THESE COVENANTS UPON LOTS 60X, 63X & 63X, BLOCK A, LOT 17X, BLOCK B, AND LOT 41X, BLOCK C ADJUTING, ADJACENT OR SERVED BY THE IMPROVEMENTS. THE COVENANTS SHALL INCLUDE THE FULL OBLIGATION AND RESPONSIBILITY OF MAINTAINING AND OPERATING SAID IMPROVEMENTS. ACCESS TO THE IMPROVEMENTS IS GRANTED TO THE CITY FOR ANY PURPOSE RELATED TO THE EXERCISE OF GOVERNMENTAL SERVICES OR FUNCTIONS, INCLUDING BUT NOT LIMITED TO, FIRE AND POLICE PROTECTION, INSPECTION AND CODE ENFORCEMENT.

THE CITY OF ARLINGTON WILL NOT BE RESPONSIBLE FOR, OR MAINTAIN ANY NON-DRAINAGE RELATED IMPROVEMENTS WITHIN THE DRAINAGE EASEMENT, INCLUDING BUT NOT LIMITED TO PAVING AND FENCES. DEVELOPER, OR HIS SUCCESSOR WILL JOINTLY AND SEVERALLY OPERATE AND MAINTAIN THE IMPROVEMENTS. THIS RESPONSIBILITY WILL INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING:

- a. FREQUENT MOWING IN ACCORDANCE WITH THE FIRE PREVENTION AND NUISANCE CHAPTERS OF THE CITY CODE, AS AMENDED, AND ROUTINE MAINTENANCE OF THE IMPROVEMENTS AND DRAINAGE EASEMENTS.
b. PERIODIC REMOVAL OF DEBRIS FROM THE IMPROVEMENTS AND DRAINAGE AREAS.
c. THE IMPROVEMENTS AND DRAINAGE AREA CROSS SECTIONS WILL BE MAINTAINED TO THE APPROVED DESIGNED SLOPE, GRADE, CONTOUR, AND VOLUME, INCLUDING ANY CONCRETE STRUCTURES.
d. AREAS OF EROSION WILL BE REPAIRED. SOIL MATERIALS USED IN REPAIRS WILL BE OF CONSISTENT AND COMPATIBLE CHARACTERISTICS WITH THE SURROUNDING MATERIALS AND SHALL BE COMPACTED TO A DENSITY EQUALING THAT OF THE UNDISTURBED SURROUNDING MATERIAL.
e. NO ADDITIONAL IMPROVEMENTS WILL BE ALLOWED WITHIN DRAINAGE EASEMENTS WITHOUT THE ADVANCE WRITTEN PERMISSION OF THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ARLINGTON.
f. UPON REQUEST FROM THE CITY, PROVIDING ANNUALLY, ON OR BEFORE JANUARY 31 OF EACH YEAR TO THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ARLINGTON A WRITTEN REPORT SPECIFICALLY DESCRIBING THE OPERATION AND MAINTENANCE OF THE IMPROVEMENTS FOR THE PRECEDING YEAR INCLUDING PROCEDURES USED, THE NAMES OF PERSONS RESPONSIBLE FOR EACH PROCEDURE AND THE DATE OF EACH PROCEDURE, RESPECTIVELY.
g. DEVELOPER OR HIS SUCCESSOR WILL CORRECT THE CONDITION OF THE IMPROVEMENTS OR ANY MAINTENANCE DEFICIENCIES REGARDING THE IMPROVEMENTS THAT THE CITY REASONABLY BELIEVES NECESSARY FOR THE PROTECTION OF THE PUBLIC HEALTH AND SAFETY WITHIN THIRTY (30) DAYS FROM DATE OF WRITTEN NOTICE FROM THE CITY.

DEVELOPER'S / OWNER'S SIGNATURE

DEVELOPER'S / OWNER'S SIGNATURE

STORM WATER SITE PLAN MAINTENANCE STATEMENT

THE CITY OF ARLINGTON IS NOT RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, OR USE OF ANY STORM WATER TREATMENT FACILITY (IDENTIFIED AS A BEST MANAGEMENT PRACTICE (S) (BMP(S)) FOR STORM WATER QUALITY IN THE ACCEPTED STORM WATER MANAGEMENT SITE PLAN FOR THIS DEVELOPMENT. HEREINAFTER REFERRED TO AS "IMPROVEMENTS," TO BE DEVELOPED AND CONSTRUCTED BY DEVELOPER OR SUCCESSORS. DEVELOPER WILL REQUIRE ANY SUCCESSOR IN INTEREST OF ALL OR PART OF THE PROPERTY, INCLUDING ANY PROPERTY OWNERS ASSOCIATION TO ACCEPT FULL RESPONSIBILITY AND LIABILITY FOR THE IMPROVEMENTS. ALL OF THE ABOVE SHALL BE COVENANTS RUNNING WITH THE LAND. DEVELOPER SHALL IMPOSE THESE COVENANTS UPON LOTS 60X, 63X & 63X, BLOCK A, LOT 17X, BLOCK B, AND LOT 41X, BLOCK C ADJUTING, ADJACENT OR SERVED BY THE IMPROVEMENTS. THE COVENANTS SHALL INCLUDE THE FULL OBLIGATION AND RESPONSIBILITY OF MAINTAINING AND OPERATING SAID IMPROVEMENTS. ACCESS TO THE IMPROVEMENTS IS GRANTED TO THE CITY FOR ANY PURPOSE RELATED TO THE EXERCISE OF GOVERNMENTAL SERVICES OR FUNCTIONS, INCLUDING BUT NOT LIMITED TO, FIRE AND POLICE PROTECTION, INSPECTION AND CODE ENFORCEMENT.

DEVELOPER'S / OWNER'S SIGNATURE

DEVELOPER'S / OWNER'S SIGNATURE

LINE DATA

Table with columns: LINE, BEARING, DISTANCE. Contains 28 line data entries for the project.

CURVE DATA

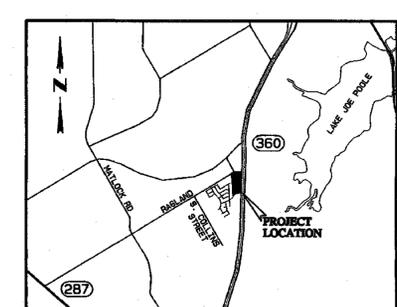
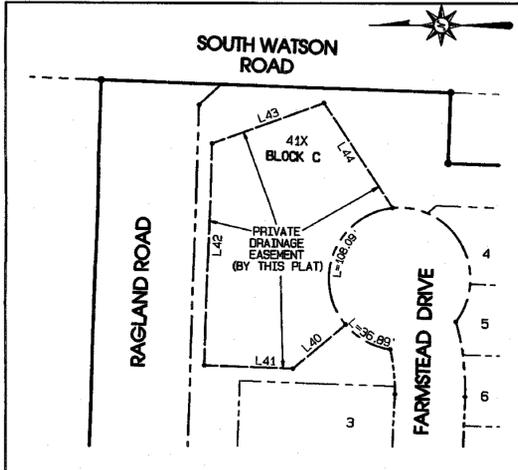
Table with columns: CURVE, DELTA, RADIUS, ARC, CHORD BEARING, CHORD. Contains 28 curve data entries for the project.

NOTES

- 1. Bearings and Grid Coordinates are referenced to Texas State Plane Coordinate System, North Central Zone, NAD83.
2. Property corners are 1/2" rebars capped Goodwin & Marshall set, unless otherwise noted.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map No. 484390480K, map revised September 25, 2009 the property platted herein is situated in ZONE X NON-SHADED (Areas determined to be outside the 0.2 % annual chance floodplain).
4. This property may be subject to charges related to impact fees, and the applicant should contact the City regarding any applicable fees due.
5. Visibility triangles shall be provided at all public or private street intersections in accordance with current City ordinance. All landscaping (nothing over 2 feet in height as measured from the top of the curb) within the visibility triangles shall comply with the Visibility Ordinance.
6. The Property Owner's Association shall be responsible for the maintenance of perimeter fencing within the 3' Wall and Fence Maintenance easement as defined and dedicated by this plat.
7. The asterisk next to the minimum finish floor elevation indicates that a Federal Emergency Management Agency (FEMA) Elevation Certificate will not be required for these lots.
8. The City of Arlington reserves the right to require minimum finish floor elevations on any lot contained within this addition. The minimum finish floor elevations shown are based on the most current information available at the time the plat is filed and may be subject to change. Additional lots, other than those shown, may also be subject to minimum finish floor criteria.

We hereby determine that this plat conforms to the preliminary plat approved by the Planning and Zoning Commission on 4-7-16

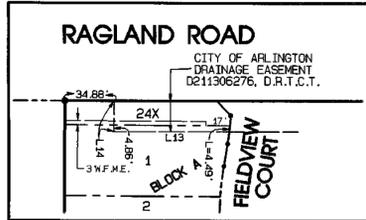
Approval: [Signature] Chairman - Planning and Zoning Commission
[Signature] Secretary - Planning and Zoning Commission



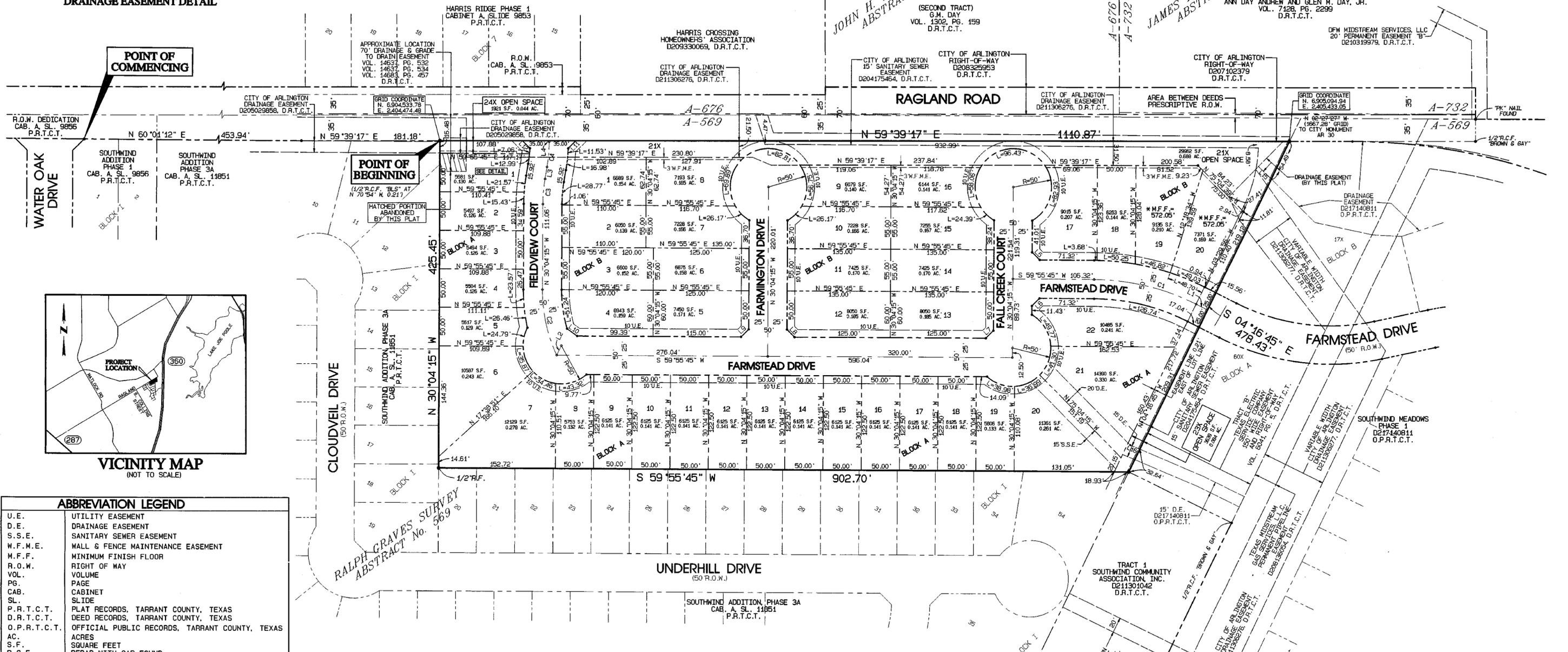
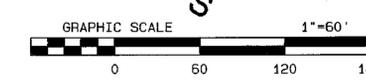
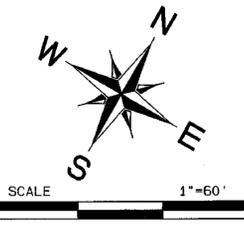
OWNED BY: SOUTHWIND COMMUNITY ASSOCIATION, INC. 2415 AVE. J, SUITE 100 ARLINGTON, TEXAS 76006
OWNED/DEVELOPED BY: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. 1707 MARKETPLACE BLVD., SUITE 100 IRVING, TEXAS 75063 PHONE: (469)587-5215 FAX: (469) 587-5221

PREPARED BY: GOODWIN & MARSHALL CIVIL ENGINEERS - PLANNERS - SURVEYORS 2405 Mustang Drive, Grapevine, TX. 76051 Metro (817) 329-4373 TBPLS FIRM No. 10021700

FINAL PLAT OF LOTS 32-59, 60X-63X, BLOCK A, LOTS 11-16, 17X, BLOCK B LOTS 1-40, 41X, 42X, BLOCK C, LOTS 1-10, BLOCK D LOTS 1-8, BLOCK E, LOT 1X, BLOCK F SOUTHWIND MEADOWS, PHASE 1 BEING 29.112 ACRES SITUATED IN THE RALPH GRAVES SURVEY, ABSTRACT No. 569 AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS OCTOBER 2016 92 RESIDENTIAL LOTS AND 8 NON-RESIDENTIAL LOTS THIS PLAT IS RECORDED IN D201740811 DATED 6/21/2017 SHEET 2 OF 2



DRAINAGE EASEMENT DETAIL



POINT OF COMMENCING

POINT OF BEGINNING



VICINITY MAP (NOT TO SCALE)

ABBREVIATION LEGEND

U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.F.M.E.	WALL & FENCE MAINTENANCE EASEMENT
M.F.F.	MINIMUM FINISH FLOOR
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE
CAB.	CABINET
SL.	SLIDE
P.R.T.C.T.	PLAT RECORDS, TARRANT COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TARRANT COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
AC.	ACRES
S.F.	SQUARE FEET
R.C.F.	REBAR WITH CAP FOUND

LINE DATA

LINE	BEARING	DISTANCE
L1	N86°20'05\"	16.77'
L2	N04°17'10\"	13.98'
L3	N20°39'03\"	15.92'
L4	N30°04'15\"	1.40'
L5	N75°04'15\"	14.14'
L6	N14°55'45\"	14.14'
L7	N14°55'45\"	14.14'
L8	N75°04'15\"	14.14'
L9	N14°55'45\"	14.14'
L10	N84°16'40\"	16.22'
L11	N15°14'38\"	14.29'
L12	N74°34'29\"	13.96'
L13	S59°39'17\"	81.86'
L14	N29°58'48\"	21.50'
L15	N75°53'41\"	23.35'
L16	N82°25'45\"	13.54'

CURVE DATA

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	26°24'20\"	300.00'	138.26'	S73°07'55\"	137.04'
C2	25°09'02\"	200.00'	87.79'	N42°38'46\"	87.09'
C3	9°25'12\"	200.00'	32.88'	N25°21'39\"	32.85'
C4	9°25'12\"	200.00'	32.88'	N25°21'39\"	32.85'

JOEL S. BARTON
7/12/2017

OWNED/DEVELOPED BY:
LENNAR HOMES OF TEXAS
LAND AND CONSTRUCTION, LTD.
1707 MARKET PLACE BLVD., SUITE 100
IRVING, TEXAS 75063
PHONE: (469)587-5215
FAX: (469) 587-5221

PREPARED BY:
GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2405 Mustang Drive, Grapevine, TX. 76051
Metro (817) 329-4373
TBPLS FIRM No. 10021700

FINAL PLAT
OF
LOTS 1-22, 23X, 24X, BLOCK A, LOTS 1-20, 21X, BLOCK B
SOUTHWIND MEADOWS, PHASE 2
BEING
9.888 ACRES
SITUATED IN THE
RALPH GRAVES SURVEY, ABSTRACT No. 569
AN ADDITION TO THE
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS
OCTOBER 2016
42 RESIDENTIAL LOTS AND 3 NON-RESIDENTIAL LOTS
THIS PLAT IS RECORDED IN D217167348 DATED 7/24/2017 SHEET 1 OF 2

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. is the owner of a tract of land situated in the Ralph Graves Survey, Abstract No. 569, City of Arlington, Tarrant County, Texas, being a portion of a Tract 1 as described in deed to Lennar Homes of Texas Land and Construction Company, Ltd., recorded in D216222555, Deed Records, Tarrant County, Texas (DRCT), and being more particularly described as follows:

COMMENCING at the intersection of the south right-of-way line of Regland Road and the east right-of-way line of Water Oak Drive as set out by plat of Southwind Addition, Phase 1 as recorded in Cabinet A, Slide 9855, Plat Records, Tarrant County, Texas (PRCT), being the northwest corner of Lot 1, Block I of said addition;

THENCE the south right-of-way line of said Regland Road per Cabinet A, Slide 9855, PRCT and D207102379, DRCT, as follows:

N 60°01'12" E, a distance of 453.94 feet;

N 59°39'17" E, a distance of 181.18 feet (plat 181.06 feet) to the northeast corner of Southwind Addition, Phase 3A, an addition to the City of Arlington, Tarrant County, Texas as recorded in Cabinet A, Slide 11851, PRCT, the northwest corner of said Lennar Tract 1, and the POINT OF BEGINNING of the herein described tract of land, from which a 1/2" rebar capped BLS found bears N 70°54' M, 0.21 feet;

THENCE N 59°39'17" E, along the south right-of-way line of said Regland Road and the northerly line of said Lennar Tract 1, a distance of 110.87 feet to a 1/2" rebar capped Goodwin & Marshall set at the northwest corner of Lot 17X, Block B of Southwind Meadows, Phase 1, an addition to the City of Arlington, Tarrant County, Texas as recorded in D217140811 Official Public Records, Tarrant County, Texas, said point lying in the west line of the 150 foot wide TRACT B easement and right of way as set out to Texas Electric Service Company (TESCO), recorded in Volume 6041, Page 5, DRCT;

THENCE S 04°16'45" E, departing the south line of said Regland Road along the west line of said Southwind Meadows, Phase 1 and the west line of said TESCO easement, a distance of 478.43 feet to a 1/2" rebar capped Goodwin & Marshall recovered at the most westerly southwest corner of Lot 50X, Block A of said Southwind Meadows, Phase 1, an angle point in a reentrant line of said Lennar Tract 1, the most northerly northwest corner of Tract 1 as described in deed to Southwind Community Association, Inc., recorded in D211301042, DRCT, and the most easterly northeast corner of said Southwind Addition, Phase 3A;

THENCE S 59°55'45" M, departing the west line of said TESCO easement, along a reentrant line of said Southwind Addition, Phase 3A and said Lennar Tract 1, a distance of 902.70 feet (plat 902.72 feet) to a 1/2" rebar found at a reentrant corner of said addition;

THENCE N 30°04'15" M, along a reentrant line of said Southwind Addition, Phase 3A and the west line of said Lennar Tract 1, a distance of 425.45 feet (plat 425.66 feet) to the POINT OF BEGINNING and containing 430,733 square feet or 9.888 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT, LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., acting by and through the undersigned, their duly authorized agent, does hereby adopt this plat designating the herein above described property as LOTS 1-22, 23X, 24X, BLOCK A, LOTS 1-20, 21X, BLOCK B, SOUTHWIND MEADOWS, PHASE 2, an addition to the City of Arlington, Tarrant County, Texas, and does hereby dedicate to the public's use the streets and easements shown thereon, except any private easements shown thereon.

This plat does not alter or remove existing deed restrictions or covenants, if any, on this property.

Pursuant to Section 12.002 of the Texas Property Code, as amended, I have obtained original tax certificates from each taxing unit with jurisdiction over each parcel of real property in said subdivision indicating that no delinquent ad valorem taxes are owed on the real property which is the subject of the plat or plat I have submitted to the City of Arlington, Tarrant County, Texas for filing and recording with the Tarrant County Clerk's office.

Witness my hand this the 12th day of July, 2017.

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,
a Texas limited partnership

By: Lennar Texas Holding Company,
a Texas corporation,
its General Partner

By: *Alicia Schwarze*
Name: Alicia Schwarze
Title: Authorized Agent

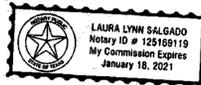
STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Alicia Schwarze, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 12th day of July, 2017.

Laura Lynn Salgado
Notary Public in and for the State of Texas

My Commission Expires: 1-18-2021



SURVEYOR'S CERTIFICATE

THIS is to certify that I, Joel S. Barton, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

Joel S. Barton
Joel S. Barton
Registered Professional Land Surveyor No. 4914
Goodwin & Marshall, Inc.
2405 Mustang Drive
Grapevine, Texas 76051
metro (817) 329 - 4373
7/12/2017



STORM WATER SITE PLAN MAINTENANCE STATEMENT:

THE CITY OF ARLINGTON IS NOT RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, OR USE OF ANY STORM WATER TREATMENT FACILITY (IDENTIFIED AS A BEST MANAGEMENT PRACTICE (BMP)) FOR STORM WATER QUALITY IN THE ACCEPTED STORM WATER MANAGEMENT SITE PLAN FOR THIS DEVELOPMENT. HEREINAFTER REFERRED TO AS "IMPROVEMENTS," TO BE DEVELOPED AND CONSTRUCTED BY DEVELOPER OR SUCCESSORS. DEVELOPER WILL REQUIRE ANY SUCCESSOR IN INTEREST OF ALL OR PART OF THE PROPERTY, INCLUDING ANY PROPERTY OWNERS ASSOCIATION TO ACCEPT FULL RESPONSIBILITY AND LIABILITY FOR THE IMPROVEMENTS. ALL OF THE ABOVE SHALL BE COVENANTS RUNNING WITH THE LAND. DEVELOPER SHALL IMPOSE THESE COVENANTS UPON LOTS 1, 21, 23X, 24X, BLOCK A, LOTS 20, 21X, BLOCK B, ABUTTING, ADJACENT OR SERVED BY THE IMPROVEMENTS. THE COVENANTS SHALL INCLUDE THE FULL OBLIGATION AND RESPONSIBILITY OF MAINTAINING AND OPERATING SAID IMPROVEMENTS. ACCESS TO THE IMPROVEMENTS IS GRANTED TO THE CITY FOR ANY PURPOSE RELATED TO THE EXERCISE OF GOVERNMENTAL SERVICES OR FUNCTIONS, INCLUDING BUT NOT LIMITED TO, FIRE AND POLICE PROTECTION, INSPECTION AND CODE ENFORCEMENT.

DEVELOPER'S /OWNER'S SIGNATURE

NOTES:

- Bearings and Grid Coordinates are referenced to Texas State Plane Coordinate System, North Central Zone, NAD83.
- Property corners are 1/2" rebars capped Goodwin & Marshall set, unless otherwise noted.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map No. 4643900490K, map revised September 25, 2009 the property platted hereon is situated in ZONE X NON-SHADED (Areas determined to be outside the 0.2 % annual chance floodplain).
- This property may be subject to charges related to impact fees, and the applicant should contact the City regarding any applicable fees due.
- Visibility triangles shall be provided at all public or private street intersections in accordance with current City ordinance. All landscaping (nothing over 2 feet in height as measured from the top of the curb) within the visibility triangles shall comply with the Visibility Ordinance.
- The asterisk next to the minimum finish floor elevation indicates that a Federal Emergency Management Agency (FEMA) Elevation Certificate will not be required for these lots.
- The City of Arlington reserves the right to require minimum finish floor elevations on any lot contained within this addition. The minimum finish floor elevations shown are based on the most current information available at the time the plat is filed and may be subject to change. Additional lots, other than those shown, may also be subject to minimum finish floor criteria.
- The Property Owner's Association shall be responsible for the maintenance of perimeter fencing within the 3' Wall and Fence Maintenance easement as defined and dedicated by this plat.

We hereby determine that this plat conforms to the preliminary plat approved by the Planning and Zoning Commission on Sep. 7, 2016.

Approved Attest:
Louville Orta
Chairman - Planning and Zoning Commission
John Subigan
Secretary - Planning and Zoning Commission

FINAL PLAT
OF
LOTS 1-22, 23X, 24X, BLOCK A, LOTS 1-20, 21X, BLOCK B
SOUTHWIND MEADOWS, PHASE 2
BEING
9.888 ACRES
SITUATED IN THE
RALPH GRAVES SURVEY, ABSTRACT No. 569
AN ADDITION TO THE
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS
OCTOBER 2016
42 RESIDENTIAL LOTS AND 3 NON-RESIDENTIAL LOTS

OWNED/DEVELOPED BY:
LENNAR HOMES OF TEXAS
LAND AND CONSTRUCTION, LTD.
1707 MARKET PLACE BLVD., SUITE 100
IRVING, TEXAS 75063
PHONE: (469)587-5215
FAX: (469) 587-5221

PREPARED BY:
GOODWIN &
MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2405 Mustang Drive, Grapevine, TX. 76051
Metro (817) 329-4373
TBPLS FIRM No. 10021700

THIS PLAT IS RECORDED IN D217167348 DATED 7/24/2017 SHEET 2 OF 2

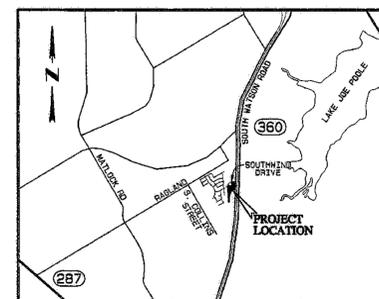
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CURVE DATA

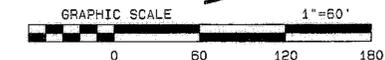
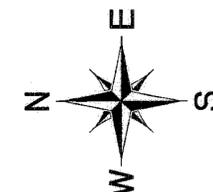
CURVE	DELTA	RADIUS	ARC	CHORD	BEARING	CHORD
C1	3°47'40"	530.00'	35.10'		N31°37'47"E	35.09'
C2	19°07'53"	465.00'	155.27'		N82°23'34"E	154.55'
C3	4°48'00"	500.00'	41.89'		S00°26'29"E	41.89'
C4	83°45'44"	150.00'	219.29'		S43°50'23"W	200.28'
C5	5°02'24"	440.00'	38.70'		N89°26'19"E	38.69'
C6	7°22'38"	440.00'	56.65'		N76°42'12"E	56.61'
C7	9°46'13"	580.00'	88.90'		N34°37'03"E	98.78'

LINE DATA

LINE	BEARING	DISTANCE
L1	N29°43'57"E	44.03'
L2	S54°59'45"E	118.26'
L3	S78°07'34"E	112.25'
L4	N67°02'29"E	65.54'
L5	N59°09'48"E	105.87'
L6	N13°11'38"W	47.12'
L7	S68°02'29"E	136.46'
L8	S43°02'29"E	21.21'
L9	S68°02'29"E	51.46'
L10	N29°43'57"E	39.42'
L11	S42°30'25"W	21.08'
L12	S51°30'15"E	19.81'
L13	N65°43'15"E	15.00'
L14	N60°35'50"W	69.73'
L15	N04°16'45"W	10.97'
L16	N44°32'29"E	69.67'
L17	N00°27'31"W	53.58'
L18	N22°57'31"W	39.58'
L19	N89°18'51"E	69.31'
L20	N62°49'08"E	41.43'
L21	N62°49'08"E	40.43'

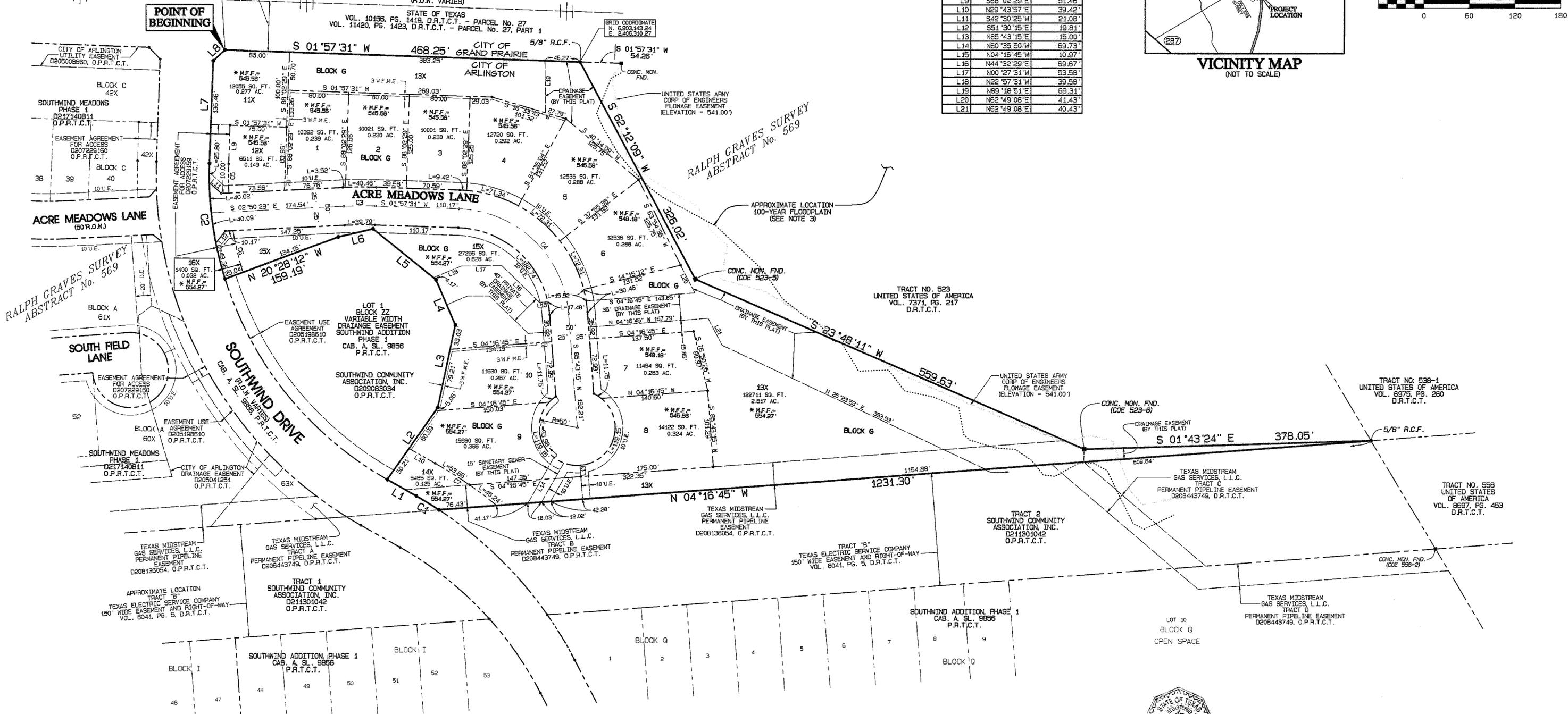


VICINITY MAP
(NOT TO SCALE)



SOUTH WATSON ROAD
(R.O.W. VARIES)

STATE OF TEXAS
VOL. 10156, PG. 1419, D.R.T.C.T. - PARCEL No. 27
VOL. 11420, PG. 1423, D.R.T.C.T. - PARCEL No. 27, PART 1



ABBREVIATION LEGEND

U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.F.M.E.	WALL & FENCE MAINTENANCE EASEMENT
M.F.F.	MINIMUM FINISH FLOOR
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE
CAB.	CABINET
SL.	SLIDE
P.R.T.C.T.	PLAT RECORDS, TARRANT COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TARRANT COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
AC.	ACRES
SQ. FT.	SQUARE FEET
R.C.F.	REBAR WITH CAP FOUND

OWNED BY:
SOUTHWIND COMMUNITY ASSOCIATION, INC.
2415 AVE. J, SUITE 100
ARLINGTON, TEXAS 76006

OWNED/DEVELOPED BY:
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
1707 MARKETPLACE BLVD., SUITE 100
IRVING, TEXAS 75063
PHONE: (469) 587-5215
FAX: (469) 587-5221

PREPARED BY:
GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2405 Mustang Drive, Grapevine, TX. 76051
Metro (817) 329-4373
TBPLS FIRM No. 10021700



Joel S. Barton
9/21/2017

FINAL PLAT
OF
LOTS 1-10, 11X-16X, BLOCK G
SOUTHWIND MEADOWS, PHASE 3
BEING
7.745 ACRES
SITUATED IN THE
RALPH GRAVES SURVEY, ABSTRACT No. 569
AN ADDITION TO THE
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS
FEBRUARY 2017

10 RESIDENTIAL LOTS AND 6 NON-RESIDENTIAL LOTS
THIS PLAT IS RECORDED IN D217224636 DATED 9/27/2017 **SHEET 1 OF 2**

OWNER'S CERTIFICATE

STATE OF TEXAS, COUNTY OF TARRANT:

WHEREAS LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. and SOUTHWIND COMMUNITY ASSOCIATION, INC. are the owners of a tract of land situated in the Ralph Graves Survey, Abstract No. 569, City of Arlington, Tarrant County, Texas, being Tract 2 as described in deed to Lennar Homes of Texas Land and Construction, Ltd., recorded in 021622225, Deed Records, Tarrant County, Texas (DRTCT), being a portion of Tract 2 and all of Tract 3 as described in deed to Southwind Community Association, Inc., recorded in 0211301042, DRTCT, and being more particularly described as follows:

BEGINNING at a 1/2" rebar capped Goodwin & Marshall set (hereafter referred to as 1/2" rebar capped set) at the intersection of the west right-of-way line of South Watson Road (R.O.W. varies, adjoining R.O.W. set out as Parcel 27, recorded in Volume 10155, Page 1418, DRTCT and Parcel 27, Part 1, recorded in Volume 11420, Page 1423, DRTCT) and the south right-of-way line of Southwind Drive (R.O.W. varies per Cabinet A, Slide 9656, Plat Records, Tarrant County, Texas), being the most easterly northeast corner of said Southwind Community Association Tract 3;

THENCE S 01°57'31" W, along the west right-of-way line of said South Watson Road, at a distance of 85.00 feet, passing a 1/2" rebar capped Goodwin & Marshall recovered (hereafter referred to as 1/2" rebar capped recovered) at the southeast corner of said Southwind Community Association Tract 3 and the most easterly northeast corner of said Lennar Tract 2, continuing a total distance of 468.25 feet to a 5/8" rebar capped found at the most easterly southeast corner of said Lennar Tract 2, from which a concrete monument found bears S 01°57'31" W, 54.26 feet;

THENCE departing the west line of said South Watson Road along the southeasterly line of said Lennar Tract 2 and the northwesterly line of a Tract No. 523 as described in deed to the United States of America, recorded in Volume 7374, Page 217, DRTCT, as follows:

S 62°12'09" W, a distance of 286.02 feet to a concrete monument (COE 523-5) found;

S 23°46'11" W, a distance of 559.63 feet (USA 559.63 feet) to a concrete monument (COE 523-6) found;

S 01°43'24" E, a distance of 378.05 feet (USA 378.05 feet) to a 5/8" rebar capped found in the east line of the 150 foot wide TRACT B easement and right of way set out to Texas Electric Service Company (TESCO), recorded in Volume 6041, Page 5, DRTCT, said point being the most southerly corner of said Lennar Tract 2 and the southeast corner of said Southwind Community Association Tract 2;

THENCE N 04°16'45" W, departing said USA tract, along the east line of said TESCO easement, the west line of said Lennar Tract 2 and the east line of said Southwind Community Association Tract 2, at a distance of 1154.88 feet, passing a cut X in concrete sidewalk set at a corner common to said Lennar Tract 2, and the east line of said Southwind Community Association Tract 2, continuing a total distance of 1231.90 feet to a 1/2" rebar capped set in the southeasterly right-of-way line of aforementioned Southwind Drive;

THENCE departing the east line of said TESCO easement, along the southeasterly right-of-way line of said Southwind Drive and the northerly line of said Southwind Community Association Tract 2, as follows:

Northeasterly, along a non-tangent curve to the left, having a radius point that bears N 56°28'23" W, 530.00 feet, a central angle of 03°47'40", an arc distance of 35.10, and a chord that bears N 31°37'47" E, 39.09 feet to a 1/2" rebar capped set at the end of said curve;

N 29°43'57" E, tangent to said curve, a distance of 44.03 feet to a 1/2" rebar capped set at the most northerly corner of said Southwind Community Association Tract 2 and the northwest corner of Lot 1, Block 22 of Southwind Addition, Phase 1, an addition to the City of Arlington, Tarrant County, Texas as recorded in Cabinet A, Slide 9656, Plat Records, Tarrant County, Texas;

THENCE along the west, south, and east lines of said Lot 1, Block 22, as follows:

S 54°59'45" E, a distance of 116.26 feet to a 1/2" rebar capped recovered;

S 78°07'34" E, a distance of 112.25 feet to a 1/2" rebar capped recovered;

N 67°02'29" E, a distance of 65.54 feet to a 1/2" rebar capped recovered;

N 39°09'48" E, a distance of 106.87 feet to a point for corner;

N 13°11'39" W, a distance of 47.12 feet to a 1/2" rebar capped recovered;

N 20°26'12" W, a distance of 159.19 feet to a 1/2" rebar capped set in the southerly right-of-way line of said Southwind Drive at the northeast corner of said Lot 1, Block 22 and the northwest corner of aforementioned Southwind Community Association Tract 3;

THENCE along the southerly right-of-way line of said Southwind Drive and the north line of said Southwind Community Association Tract 3, as follows:

Northeasterly, along a non-tangent curve to the right, having a radius point that bears S 17°10'22" E, 465.00 feet, a central angle of 19°07'53", an arc distance of 159.27 feet, and a chord that bears N 82°23'34" E, 154.55 feet to a 1/2" rebar capped set at the end of said curve;

S 88°02'29" E, tangent to said curve, a distance of 136.46 feet a 1/2" rebar capped set;

S 43°02'29" E, a distance of 21.21 feet to the POINT OF BEGINNING and containing 337,361 square feet or 7.745 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT, LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. and SOUTHWIND COMMUNITY ASSOCIATION, INC. acting by and through the undersigned, their duly authorized agents, do hereby adopt this plat designating the herein above described property as LOTS 1-10, 11X-16X, BLOCK G, SOUTHWIND MEADOWS, PHASE 3, an addition to the City of Arlington, Tarrant County, Texas, and does hereby dedicate to the public's use the streets and easements shown thereon, except any private easements shown thereon.

This plat does not alter or remove existing deed restrictions or covenants, if any, on this property.

Pursuant to Section 12.002 of the Texas Property Code, as amended, I have obtained original tax certificates from each taxing unit with jurisdiction over each parcel of real property in said subdivision indicating that no delinquent ad valorem taxes are owed on the real property which is the subject of the plat or report I have submitted to the City of Arlington, Tarrant County, Texas for filing and recording with the Tarrant County Clerk's office.

Witness my hand, this the 21st day of September, 2017.

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership

By: Lennar Texas Holding Company, a Texas corporation, its General Partner, Alicia Schwarz, Name: Alicia Schwarz, Title: Authorized Agent

Witness my hand, this the 21st day of September, 2017.

SOUTHWIND COMMUNITY ASSOCIATION, INC.

By: Scherron Richard, Name: Scherron Richard, Title: President

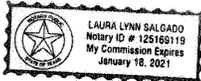
STATE OF TEXAS, COUNTY OF DALLAS:

BEFORE ME, the undersigned authority, on this day personally appeared ALICIA SCHWARZE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 21st day of September, 2017.

Notary Public in and for the State of Texas

My Commission Expires: 1-18-2021



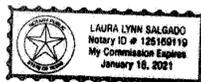
STATE OF TEXAS, COUNTY OF TARRANT:

BEFORE ME, the undersigned authority, on this day personally appeared SCHERRON RICHARD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 21st day of September, 2017.

Notary Public in and for the State of Texas

My Commission Expires: 1-18-2021



SURVEYOR'S CERTIFICATE

THIS is to certify that I, Joel S. Barton, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

Joel S. Barton, Registered Professional Land Surveyor No. 4914, Goodwin & Marshall, Inc., 2405 Mustang Drive, Grapevine, Texas 76051, Metro (817) 329-4373, 9/21/2017



MAINTENANCE STATEMENT:

THE CITY OF ARLINGTON IS NOT RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF THE DRAINAGE FEATURES LOCATED ON LOTS 13X & 15X, BLOCK G AND THEIR ASSOCIATED DRAINAGE EASEMENTS, HEREIN REFERRED TO AS "IMPROVEMENTS," TO BE DEVELOPED AND CONSTRUCTED BY DEVELOPER OR HIS SUCCESSORS. DEVELOPER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF ARLINGTON, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ANY DIRECT OR INDIRECT LOSS, DAMAGE, LIABILITY OR EXPENSE AND ATTORNEY'S FEES FOR ANY NEGLIGENCE ARISING OUT OF THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF THE IMPROVEMENTS, INCLUDING ANY NON-PERFORMANCE OF THE FOREGOING. DEVELOPER WILL REQUIRE ANY SUCCESSOR IN INTEREST OF ALL OR PART OF THE PROPERTY, INCLUDING ANY PROPERTY OWNERS ASSOCIATION TO ACCEPT FULL RESPONSIBILITY AND LIABILITY FOR THE IMPROVEMENTS. ALL OF THE ABOVE SHALL BE COVENANTS RUNNING WITH THE LAND. DEVELOPER SHALL IMPOSE THESE COVENANTS UPON LOTS 13X & 15X, BLOCK G ABUTTING, ADJACENT OR SERVED BY THE IMPROVEMENTS. THE COVENANTS SHALL INCLUDE THE FULL OBLIGATION AND RESPONSIBILITY OF MAINTAINING AND OPERATING SAID IMPROVEMENTS. ACCESS TO THE IMPROVEMENTS IS GRANTED TO THE CITY FOR ANY PURPOSE RELATED TO THE EXERCISE OF GOVERNMENTAL SERVICES OR FUNCTIONS, INCLUDING BUT NOT LIMITED TO, FIRE AND POLICE PROTECTION, INSPECTION AND CODE ENFORCEMENT.

THE CITY OF ARLINGTON WILL NOT BE RESPONSIBLE FOR OR MAINTAIN ANY NON-DRAINAGE RELATED IMPROVEMENTS WITHIN THE DRAINAGE EASEMENT, INCLUDING BUT NOT LIMITED TO PAVING AND FENCES. DEVELOPER, OR HIS SUCCESSOR WILL JOINTLY AND SEVERALLY MAINTAIN AND MAINTAIN THE IMPROVEMENTS, THIS RESPONSIBILITY WILL INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING:

- a. FREQUENT MOWING IN ACCORDANCE WITH THE FIRE PREVENTION AND NUISANCE CHAPTERS OF THE CITY CODE, AS AMENDED, AND ROUTINE MAINTENANCE OF THE IMPROVEMENTS AND DRAINAGE EASEMENTS.
b. PERIODIC REMOVAL OF DEBRIS FROM THE IMPROVEMENTS AND DRAINAGE AREAS.
c. THE IMPROVEMENTS AND DRAINAGE AREA CROSS SECTIONS WILL BE MAINTAINED TO THE APPROVED DESIGNED SLOPE, GRADE, CONTOUR, AND VOLUME, INCLUDING ANY CONCRETE STRUCTURES.
d. AREAS OF EROSION WILL BE REPAIRED. SOIL MATERIALS USED IN REPAIRS WILL BE OF CONSISTENT AND COMPATIBLE CHARACTERISTICS WITH THE SURROUNDING MATERIALS AND SHALL BE COMPACTED TO A DENSITY EQUALING THAT OF THE UNDISTURBED SURROUNDING MATERIAL.
e. NO ADDITIONAL IMPROVEMENTS WILL BE ALLOWED WITHIN DRAINAGE EASEMENTS WITHOUT THE ADVANCE WRITTEN PERMISSION OF THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ARLINGTON.
f. UPON REQUEST FROM THE CITY, PROVIDING ANNUALLY, ON OR BEFORE JANUARY 31 OF EACH YEAR TO THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ARLINGTON A WRITTEN REPORT SPECIFICALLY DESCRIBING THE OPERATION AND MAINTENANCE OF THE IMPROVEMENTS FOR THE PRECEDING YEAR INCLUDING PROCEDURES USED, THE NAMES OF PERSONS RESPONSIBLE FOR EACH PROCEDURE AND THE DATE OF EACH PROCEDURE, RESPECTIVELY.
g. DEVELOPER OR HIS SUCCESSOR WILL CORRECT THE CONDITION OF THE IMPROVEMENTS OR ANY MAINTENANCE DEFICIENCIES REGARDING THE IMPROVEMENTS THAT THE CITY REASONABLY BELIEVES NECESSARY FOR THE PROTECTION OF THE PUBLIC HEALTH AND SAFETY WITHIN THIRTY (30) DAYS FROM DATE OF WRITTEN NOTICE FROM THE CITY.

DEVELOPER'S/OWNER'S SIGNATURE

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STORM WATER SITE PLAN MAINTENANCE STATEMENT:

THE CITY OF ARLINGTON IS NOT RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF ANY STORM WATER TREATMENT FACILITY (IDENTIFIED AS A BEST MANAGEMENT PRACTICE (S) (BMP(S)) FOR STORM WATER QUALITY IN THE ACCEPTED STORM WATER MANAGEMENT SITE PLAN FOR THIS DEVELOPMENT). HEREINAFTER REFERRED TO AS "IMPROVEMENTS," TO BE DEVELOPED AND CONSTRUCTED BY DEVELOPER OR HIS SUCCESSORS. DEVELOPER WILL REQUIRE ANY SUCCESSOR IN INTEREST OF ALL OR PART OF THE PROPERTY, INCLUDING ANY PROPERTY OWNERS ASSOCIATION TO ACCEPT FULL RESPONSIBILITY AND LIABILITY FOR THE IMPROVEMENTS. ALL OF THE ABOVE SHALL BE COVENANTS RUNNING WITH THE LAND. DEVELOPER SHALL IMPOSE THESE COVENANTS UPON LOTS 13X & 15X, BLOCK G ABUTTING, ADJACENT OR SERVED BY THE IMPROVEMENTS. THE COVENANTS SHALL INCLUDE THE FULL OBLIGATION AND RESPONSIBILITY OF MAINTAINING AND OPERATING SAID IMPROVEMENTS. ACCESS TO THE IMPROVEMENTS IS GRANTED TO THE CITY FOR ANY PURPOSE RELATED TO THE EXERCISE OF GOVERNMENTAL SERVICES OR FUNCTIONS, INCLUDING BUT NOT LIMITED TO, FIRE AND POLICE PROTECTION, INSPECTION AND CODE ENFORCEMENT.

DEVELOPER'S/OWNER'S SIGNATURE

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DEVELOPER'S/OWNER'S SIGNATURE

NATURAL CHANNEL MAINTENANCE STATEMENT

THE CITY OF ARLINGTON IS NOT RESPONSIBLE FOR THE NATURE OR CONDITION INCLUDING EROSION OF THE NATURAL CHANNEL AND ASSOCIATED DRAINAGE EASEMENTS, HEREIN REFERRED TO AS "IMPROVEMENTS," TO BE DEVELOPED AND CONSTRUCTED BY DEVELOPER OR HIS SUCCESSORS. DEVELOPER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF ARLINGTON, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ANY DIRECT LOSS, DAMAGE, LIABILITY OR EXPENSE AND ATTORNEY'S FEES FOR ANY NEGLIGENCE ARISING OUT OF THE NATURE, CONDITION OR USE OF THE DRAINAGE FEATURES, INCLUDING ANY NON-PERFORMANCE OF THE FOREGOING. DEVELOPER WILL REQUIRE ANY SUCCESSOR IN INTEREST OF ALL OR PART OF THE PROPERTY, INCLUDING ANY PROPERTY OWNERS ASSOCIATION TO ACCEPT FULL RESPONSIBILITY AND LIABILITY FOR THE DRAINAGE FEATURES. ALL OF THE ABOVE SHALL BE COVENANTS RUNNING WITH THE LAND. DEVELOPER SHALL IMPOSE THESE COVENANTS UPON LOTS 13X & 15X, BLOCK G ABUTTING, ADJACENT OR SERVED BY THE DRAINAGE FEATURES. THE COVENANTS SHALL INCLUDE THE FULL OBLIGATION AND RESPONSIBILITY OF MAINTAINING AND OPERATING SAID DRAINAGE FEATURES, INCLUDING PERIODIC REMOVAL OF DEBRIS FROM THE DRAINAGE FEATURES. ACCESS TO THE DRAINAGE FEATURES IS GRANTED TO THE CITY FOR ANY PURPOSE RELATED TO THE EXERCISE OF GOVERNMENTAL SERVICES OR FUNCTIONS, INCLUDING BUT NOT LIMITED TO, FIRE AND POLICE PROTECTION, INSPECTION AND CODE ENFORCEMENT.

DEVELOPER'S/OWNER'S SIGNATURE

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DEVELOPER'S/OWNER'S SIGNATURE

NOTES:

- 1. Bearings and Grid Coordinates are referenced to Texas State Plane Coordinate System, North Central Zone, NAD83.
2. Property corners are 1/2" rebars capped Goodwin & Marshall set, unless otherwise noted.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map No. 48439C0480C, map revised September 25, 2009 the property platted herein is situated in ZONE X NON-SHADED (Areas determined to be outside the 0.2 % annual chance floodplain) and a portion of LOT 13X, BLOCK G platted herein is situated in ZONE AE (Special Flood Hazard Areas subject to inundation by the 1% annual chance flood - Base Flood Elevations determined).
4. This property may be subject to charges related to impact fees, and the applicant should contact the City regarding any applicable fees due.
5. Visibility triangles shall be provided at all public or private street intersections in accordance with current City ordinance. All landscaping (nothing over 2 feet in height as measured from the top of the curb) within the visibility triangles shall comply with the Visibility Ordinance.
6. The Property Owner's Association shall be responsible for the maintenance of perimeter fencing and LOTS 11X - 16X, BLOCK G, which will be held in common ownership.
7. The asterisk next to the minimum finish floor elevation indicates that a Federal Emergency Management Agency (FEMA) Elevation Certificate will not be required for these lots.
8. The City of Arlington reserves the right to require minimum finish floor elevations on any lot contained within this addition. The minimum finish floor elevations shown are based on the most current information available at the time the plat is filed and may be subject to change. Additional lots, other than those shown, may also be subject to minimum finish floor criteria.

Approved by the Director of Community Development and Planning on Sept 7, 2016, John M. Dyer, Director of Community Development and Planning

OWNED/DEVELOPED BY: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., 1707 MARKETPLACE BLVD., SUITE 100 IRVING, TEXAS 75063 PHONE: (469)387-3215 FAX: (469) 387-3221

PREPARED BY: GOODWIN & MARSHALL # CIVIL ENGINEERS - PLANNERS - SURVEYORS 2405 Mustang Drive, Grapevine, TX, 76051 Metro (817) 329-4373 TBPLS FIRM No. 10021700

FINAL PLAT OF LOTS 1-10, 11X-16X, BLOCK G SOUTHWIND MEADOWS, PHASE 3 BEING 7.745 ACRES SITUATED IN THE RALPH GRAVES SURVEY, ABSTRACT No. 569 AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS FEBRUARY 2017 10 RESIDENTIAL LOTS AND 6 NON-RESIDENTIAL LOTS

THIS PLAT IS RECORDED IN DART 224436 DATED 9/27/2017 SHEET 2 OF 2