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**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
URBAN COMMONS**

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This Declaration of Covenants, Conditions and Restrictions for URBAN COMMONS (the "Declaration") is made as of this 4 day of June, 2020, by Disk Development, LLC, a Texas limited liability company (the "Declarant").

WHEREAS, Declarant is the owner of the real property described in Section 2.1 of this Declaration (the "Property") and

WHEREAS, Declarant desires to subject the Property to a general plan of development for a planned community to be known as Urban Commons, and to provide for the preservation, administration and maintenance of Urban Commons, by the imposition of the covenants, conditions, restrictions, assessments, charges and liens hereinafter set forth.

NOW THEREFORE, the Declarant hereby declares that the Property described in Section 2.1, and such additions to the Property thereto as may hereafter be made pursuant to Section 2.2 hereof, is and shall be held, owned, utilized, occupied, leased, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, charges and liens described in this Declaration.

**ARTICLE ONE
DEFINITIONS**

Unless the context otherwise specifies or requires, when used in this Declaration the following terms shall have the following respective meanings:

1.1 "Additional Property" means any real property located in Dallas County, Texas, which may be added to the Property and subject to this Declaration by Declarant.

1.2 "Applicable Law" means the statutes and public laws and ordinances in effect at the time a provision of this Declaration is applied.

1.3 "Architectural Committee" means the Architectural Committee of the Association. If there is no appointed Architectural Committee at any given time, then the Board of Directors shall serve as the Architectural Committee.

1.4 "Assessment" means all Assessments, all Special Assessments, Fines and Individual Lot Assessments that may be levied by the Association under the terms of this Declaration and includes the Association Capitalization Fee.

1.5 “Association” means Urban Commons Homeowners’ Association, Inc., a Texas non-profit corporation.

1.6 “Board” means the Board of Directors of the Association.

1.7 “Bylaws” means the Bylaws of the Association, as amended.

1.8 “Certificate” means the Certificate of Formation for the Association.

1.9 “Common Areas” means all land conveyed, leased, dedicated or assigned by Declarant (or a third party with the consent of Declarant) to the Association and designated as common areas, including but not limited to open space (whether natural or landscaped), easements, fencing and walls common to the Property, including stone retaining walls, limited access gates and controls, parkways, Parking Garages, Parking Lots, walking paths, picnic areas, wells, irrigation systems, dams, sidewalks, pole lights, recreational areas and facilities, and creeks within the Property. Without limiting the generality of the foregoing, the Common Areas of the Property shall include all areas shown as Common Areas on any recorded plat of the Property or any portion thereof, as it may hereafter be amended.

1.10 “City” means the City of Dallas, Texas, and its applicable agencies, departments and committees.

1.11 “Declarant” means Disk Development, LLC, a Texas limited liability company, and its successors and assigns, including any person or entity to which Declarant may assign its rights and privileges, duties, and obligations hereunder, which are and shall be assignable. Any assignment of the rights under this Declaration granted to Declarant must be expressly set forth in a written instrument filed in the Real Property Records of Dallas County, Texas, which refers to this Declaration, and the mere conveyance of a portion of the Property without a written assignment of the rights of Declarant under this Declaration shall not be sufficient to constitute an assignment of the rights of Declarant under this Declaration.

1.12 “Declarant Control Period” means the period of time commencing upon the filing of this Declaration in the real property records of Dallas County, Texas, and terminating on the 120th day after the date that 75% of the Lots in the Property have been conveyed to Owners other than Declarant.

1.13 “Declaration” means this Declaration of Covenants, Conditions and Restrictions for Urban Commons, as amended or supplemented from time to time, which is referred from time to time to as the “Declaration.”

1.14 “Development Period” means the period of time commencing upon the filing of this Declaration in the real property records of Dallas County, Texas, and terminating when Declarant has sold or conveyed the last Lot in the Property to an unrelated third party.

DECLARANT HAS CERTAIN RIGHTS DURING THE DEVELOPMENT PERIOD WHICH ARE ENUMERATED IN THIS DECLARATION.

1.15 “Design Guidelines” shall mean any improvement or landscape guidelines established by Declarant, or the Architectural Committee, from time to time, as may be amended, and filed in the records of Dallas County, Texas.

1.16 “Documents” mean this Declaration, the Bylaws, the Certificate, the Rules, the Plat, and the Design Guidelines, as any of the foregoing may be amended, supplemented or otherwise modified from time to time.

1.17 “Fines” means the monetary penalties established by the Board from time to time and imposed on Owners for violations of the provisions of the Documents.

1.18 “Improvement” or “Improvements” means all buildings, storage sheds and roofed structures, parking areas, fences, walls, hedges, mass plantings, driveways, swimming pools, changes in any exterior color or shape, and any new exterior construction or exterior improvement. It does not include garden shrub or tree replacements or any other additional replacement or repair of any magnitude which does not change exterior appearances. It does include both original improvements and all later changes and improvements.

1.19 “Institutional Builder” shall mean any nationally recognized builder of residential homesites that builds and/or constructs multiple homesites on the Property.

1.20 “Lot” means any plot of land shown on any recorded plat of the Property filed or approved by Declarant. The Upstairs Unit is considered to be a Lot for the purpose of this Declaration.

1.21 “Members” means Owners eligible to vote in Association election.

1.22 “Owner” and “Owners” means the owner or owners of record, whether one or more persons or entities, of any Lot, including contract purchasers and mortgagees who acquire title to a Lot through judicial or non-judicial foreclosure or deed in lieu thereof, but excluding those having an interest merely as security for the performance of an obligation.

1.23 “Parking Garages” means any multi-story buildings designated on Exhibit “A” as “Parking Garages.” The lower floors of each Parking Garage offer covered reserved parking to Residents for a fee (to be established from time to time by the Board), and, along with the yard area on which the Parking Garages are located, are considered Common Areas as granted by exclusive easement to the Association. The upper floor of one Parking Garage is considered the Upstairs Unit, as marked on Exhibit “A”. Use of Parking Garages shall be subject to separate license agreements from the Association.

1.24 “Parking lots” are open air lots depicted on Exhibit “A” and offer non-reserved parking to Residents and guests at no charge, subject to the Rules.

1.25 “Person” means any individual or entity.

1.26 “Plans and Specifications” means any and all documents, designed to guide or control the construction, alteration or erection of any Improvements in the form and detail that the Architectural Committee may deem necessary.

1.27 “Plat” means any recorded plat or plats of the Property, or any portion thereof, filed in the real property records of Dallas County, Texas.

1.28 “Property” means the real property (including Improvements) identified in Section 2.1 of this Declaration, and any additions thereto that are subject to this Declaration or any supplementary declaration under the provisions of Section 2.2.

1.29 “Resident” shall mean any Owner, and any permitted tenant of any Owner, that resides on any Improvement on any Lot.

1.30 “Rules” means the Community Rules and regulations related to the Property that are adopted by the Board and/or the Architectural Committee, as amended from time to time.

1.31 “Time to Construct” shall mean any deadlines established in the Design Guidelines for commencing construction of a residence on a Lot and completing construction of a residence on a Lot.

1.32 “Upstairs Unit” means a residential unit constructed by Declarant above one Parking Garage. Owners of the Upstairs Unit will grant to the Association an exclusive easement in the lower floors of the Parking Garage for the Association’s use as a Common Area. The rights and obligations of the Association and the Upstairs Unit Owner shall be set forth in that certain Upstairs Unit Easement as referenced in Section 7.5 herein.

ARTICLE TWO
PROPERTY SUBJECT TO DECLARATION

2.1 The Property. The real property covered by this Declaration is described on Exhibit A attached hereto and incorporated herein. All of the Property and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, charges and liens set forth herein.

2.2 Additions of Property to Declaration; Mergers. At any time during the Development Period, Declarant may do any of the following:

A. Additional Property. Declarant may add Additional Property to the Property, which Additional Property will become subject to the provisions of this Declaration upon the filing of a Supplementary Declaration by Declarant in the real property records of Dallas County, Texas containing the following provisions:

1. A reference to this Declaration, as amended, which reference shall state the volume and page numbers of the Real Property Records of Dallas County, Texas, where this Declaration and all amendments are recorded;
2. A statement that the provisions of this Declaration, as amended, shall apply to the Additional Property; and
3. A legal description of the Additional Property.
4. Any covenants, conditions or restrictions that are different or unique to the added land.

B. Merger or Consolidation. If Additional Property is added by Declarant as set forth in subparagraph B above, upon any merger or consolidation of the Association with another owner's association as a result therefrom, the Association's property, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the property, rights, and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property (including the Additional Property) together with the covenants and restrictions established upon any other property as one scheme. No merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to the Property except as hereinafter provided.

2.3 Withdrawal of Land from Declaration. Subject to any requirements of Applicable Law, Declarant may, at any time during the Development Period, reduce or withdraw land owned by Declarant from the Property, and upon the withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to the lands withdrawn. In order to withdraw lands from the Property, Declarant shall only be required to record in the Real Property Records of Dallas County, Texas, an amendment to this Declaration containing the following provisions:

- A. A reference to this Declaration, as amended, which reference shall state the volume and page numbers of the Real Property Records of Dallas County, Texas where this Declaration and all amendments are recorded;
- B. A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- C. A legal description of the withdrawn land, including any plats thereof.

2.4 Binding Effect. The provisions of this Declaration are and shall be construed as covenants running with the Property, which shall be binding upon the Owners of the Property or any part thereof and shall inure to the benefit of the Owners. From and after the date this Declaration is recorded in the Real Property Records of Dallas County, Texas, the Property (and any Additional Property added thereto), and each Lot contained therein, shall be owned, held, sold, transferred, mortgaged, conveyed, leased, demised and otherwise used, developed, encumbered or disposed of by Declarant and by any subsequent Owner thereof subject to the provisions of this Declaration, regardless of whether or not this Declaration is specifically referred to in any conveyance or transfer document.

ARTICLE THREE THE ASSOCIATION

3.1 Organization. Declarant has caused the formation and incorporation of the Association. The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law and/or set forth in its Articles and Bylaws or in this Declaration. Neither the Certificate nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Declarant shall have no obligation to exercise the specific powers and duties of the Association or the Board, unless Declarant, in its sole discretion, determines to so act.

3.2 Membership. Each Owner shall automatically be a Member of the Association without the necessity of any further action by that Owner, subject to the terms of this Declaration, the Articles, the Bylaws, and the Rules from time to time promulgated by the Association. Membership in the Association (“Membership”) shall be appurtenant to and shall run with the

Property interest which qualifies the Owner for Membership, and may not be separated from the interest of that Owner in and to any portion of the Property. Ownership of any portion of the Property shall be the sole qualification for being a Member; provided, however, that a Member's voting rights, as herein described, or privileges in the Common Areas, or both, may be regulated or suspended as provided in this Declaration, the Bylaws, and/or the Rules promulgated by the Association. No person or entity shall be a Member by reason of ownership of any easement, right-of-way, lease, or mineral interest. Any person or entity that holds an interest in and to all or any part of the Property merely as security for the performance of an obligation shall not be a Member.

3.3 Transfer. Membership may not be severed from ownership of any portion of the Property nor may Membership in any way be transferred, pledged, mortgaged or alienated except upon the sale or assignment of the Owner's interest in all or any part of the Property and then only to the purchaser or assignee as the new Owner thereof. Membership shall not be severed by the encumbrance by an Owner of all or any part of the Property. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no further force or effect, and will be so reflected upon the books and records of the Association. Any transfer of the fee title to a Lot, or to a tract or parcel of real estate out of or a part of the Property, shall automatically operate to transfer Membership to the new Owner thereof.

3.4 Voting Rights. The right to cast votes, and the number of votes which may be cast, for all matters to be voted on by the Members pursuant to this Declaration shall be calculated as follows:

A. Class A Members. Class A Members shall be the Owners (excluding Declarant) of each Lot within the Property. Class A Members shall have one (1) vote for each Lot so owned.

B. Class B Member. The Class B Member shall be the Declarant. During the Declarant Control Period, the Class B Member shall have one hundred (100) votes for each Lot owned by it and two hundred (200) votes for each acre of unplatted land within the Property owned or controlled by it (including any Additional Property added to the Property under Section 2.2 herein). Notwithstanding the foregoing, after the termination of the Declarant Control Period, one-third of the members of the Board shall be elected by Members other than Declarant.

For all purposes, the voting required pursuant to the Bylaws shall be the vote of all Owners, including Declarant, to obtain the majority (or other specified fraction or percentage required by the Bylaws or this Declaration) of the total eligible votes of the Association, or if no Association is then formed, the total eligible votes calculated upon the number of Lots owned within the Property as it may be amended from time to time. Suspension of voting rights and

other matters dealing with voting not expressly provided for in this Declaration shall be governed by the Bylaws. Except for the rights to elect certain members of the Board as set forth in Section 3.4B above, Declarant shall retain all other Declarant rights provided herein through the end of the Development Period, notwithstanding the termination of the Declarant Control Period.

3.5 Board of Directors. Until the end of the Declarant Control Period, the Board shall consist of three (3) individuals, who shall be selected by Declarant. After the end of the Declarant Control Period and until the end of the Development Period, the Board shall consist of three (3) individuals, two of whom shall be selected by Declarant, and one of whom shall be elected by the majority vote of Members other than Declarant at a meeting duly called for the purpose of electing such Board member (which may be the annual meeting of the Members, but which meeting must be called within 120 days after the end of the Declarant Control Period). After the termination of the Development Period, the Board shall consist of no less than three (3) members and no more than seven (7) members, which shall all be elected by the majority vote of the Members voting in person or by proxy at a meeting duly called for the purpose of electing Board members (which may be the annual meeting of the Members), which Board members shall initially be elected as follows for their initial terms: fifty percent (50%) of the Board members to be elected who receive the highest number of votes will serve a two (2) year term and the remaining elected Board members will serve a one (1) year terms, so that at future annual meetings of the Members, all Board members shall be elected in staggered terms of two (2) year terms.

3.6 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to any limitations upon the exercise of those powers that are expressly set forth in this Declaration (as amended or supplemented), any Sub-Declaration, the Bylaws, the Certificate, and the laws of the State of Texas. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas, this Declaration (as amended or supplemented), any Sub-Declaration, the Certificate and/or the Bylaws. Without limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, shall have the power and authority in its discretion at all times as follows:

A. Enforce Declaration. If, as and when the Board, in its sole discretion, deems necessary, to take any action to enforce the terms and provisions of this Declaration, any Sub-Declaration, the Certificate and the Bylaws by appropriate means, and carry out the obligations of the Association thereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement of legal causes of action, including without limitation, litigation that may be necessary to collect Assessments, Fines and foreclose liens for which provisions are made in this Declaration, the promulgation and enforcement of the Rules, which may

include the establishment of a system of Fines and/or penalties enforceable as Individual Lot Assessments as provided in this Declaration, and to enjoin and/or seek legal damages from any Owner for violation of those provisions or Rules. The Association shall comply with the applicable requirements of Texas Property Code Section 209, as amended, in connection with any enforcement action.

B. Own and Deal with Common Areas. To acquire, own, hold, develop, control, administer, manage, operate, regulate, care for, repair, alter, change, withdraw, replace, restore, preserve, protect, buy, sell, lease, transfer, convey, encumber, pledge or otherwise deal in or with real or personal property (or any interest therein, including easements) which is, or by acquisition by the Association shall become Common Areas, and all facilities, improvements and landscaping thereon, subject to and in accordance with the provisions of this Declaration.

C. Insurance. To contract for and maintain all policies of insurance that may be required by this Declaration or that the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members, and to pay, credit or reimburse the Owner of the Upstairs Unit for any insurance costs associated with the Parking Garages exclusive of the Upstairs Unit.

D. Legal and Accounting Services. To enter into contracts for legal and accounting services, maintain one or more bank accounts, and generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Areas.

E. Borrow Money. To borrow the amounts of money that may be reasonably required to discharge and perform the duties, responsibilities and obligations imposed upon the Association pursuant to the Documents, which borrowing may be secured by assignment or pledge of the Association's assets, including the Association's rights against delinquent Owners, to the extent deemed advisable by the Board.

F. Sue and Be Sued. If, as and when the Board, in its sole discretion, deems necessary it may, but shall not be obligated to (i) take action to protect or defend the Common Areas or other property of the Association from loss or damage by suit or otherwise, and (ii) sue and defend in any court of law on behalf of the Association or one (1) or more of its Members.

G. Establish Reserves. To create, establish, maintain and administer the capital expenditure reserves and other reserve funds or accounts that, in the discretion of the Board, are reasonably necessary to provide and assure the availability of funds necessary for the care, maintenance, repair, replacement, restoration, preservation and protection of

all Common Areas, including all easements and facilities, and for any other purposes that the Board, in its reasonable discretion, deems necessary or appropriate.

H. Establish and Enforce Rules. To establish, amend, repeal, reenact and enforce Rules and Design Guidelines that the Board deems to be in the best interest of the Association and its Members for (i) the protection, operation and governance of the use of the Common Areas, (ii) any and all aspects of the Association's functions, and (iii) for the development, sale and operation of the Property. In enforcing the Rules, the Association shall comply with any applicable requirements of Texas Property Code Section 209, as amended.

I. Records. To keep books and records of the Association's affairs, to make an unaudited annual report available (within one hundred twenty (120) days after the end of each fiscal year) to each Owner and any Person the Association is made aware is holding a mortgage or deed of trust on any Lot. In addition, the Association shall maintain, retain and keep the records required by, and pursuant to the obligations of, Section 209.005 of the Texas Property Code, and provide Owners copies of such records in accordance with the provisions of such Section 209.005.

J. Election of Officers. To elect the officers of the Association, as provided in the Bylaws.

K. Use of Insurance Proceeds. Subject to the terms and provisions of this Declaration, to adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property owned by the Association, and if the proceeds are insufficient to repair damage or replace lost property owned by the Association, to assess the Members in proportionate amounts to cover the deficiency.

L. Employ and Contract. To delegate the powers and duties of the Board to committees, officers or employees as provided in the Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or entity appointed as a manager or managing agent shall be terminable with or without cause on not more than ninety (90) days written notice by the Association and shall have a term of not more than one (1) year with successive one (1) year renewal periods upon the mutual agreement of the parties.

M. Record Keeping. To cause to be kept a complete record of all its assets and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when the statement is requested in writing by

twenty-five percent (25%) or more of the outstanding votes of the Members, regardless of class.

N. Vacancies on the Board. To fill vacancies on the Board, in accordance with the provisions of the Bylaws.

O. Incidental Powers and Other Services. Generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Areas, and to provide any other services and tasks that have been expressly or impliedly delegated to the Association pursuant to this Declaration or the Bylaws.

P. Right of Entry and Enforcement. To enter at any time in an emergency, without prior notice, or in a non-emergency, after twenty-four (24) hours' written notice, without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Documents, and the expense incurred by the Association (or Declarant, as the case may be) in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article Six hereof for regular and special Assessments. Notwithstanding the foregoing, any entry onto an Owner's yard or structure shall be made, except in the event of emergencies, during reasonable business hours and after reasonable notice to the Owner.

The Association or Declarant shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association or Declarant is also authorized to settle claims, enforce liens and take all actions that it may deem necessary or expedient to enforce the Documents; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suits against Declarant, its successors or assigns.

Q. Payment of Expenses for the Association. To cause to be paid all expenses associated with the management and administration of the business and affairs of the Association and all other expenses for which provision is made in this Declaration, including all expenses associated with the ownership and operation of the Common Areas.

R. Assessments and Fines. To establish, levy, impose, enforce and collect Assessments and Fines as provided in this Declaration (as may be permitted by Applicable Law).

S. Promotion of Health, Safety and Welfare. To advance, promote and enhance the health, safety and general welfare of the Members of the Association and the residents of the Property generally.

T. Public or Quasi-Public Services. To enter into agreements to cause public or quasi-public services to be provided to the Property such as water, electricity, cable and similar services that the Association determines to be reasonably necessary or desirable for the common health, safety and general welfare of the residents of the Property.

V. Preserve and Enhance Beauty of the Property. To preserve, protect, maintain and enhance the appearance and natural beauty of the Common Areas and the Property generally.

VI. Design Guidelines and Community Rules. To adopt, publish, and to amend or update the Design Guidelines and Rules, and to interpret and enforce the provisions of the same, unless such interpretation or enforcement is delegated to the Architectural Committee.

3.7 Duties of Association.

A. Subject to and in accordance with the Declaration, the Association, acting through the Board, shall have the following duties:

1. To accept, own, operate, deliver and maintain all Common Areas which may be conveyed to it by Declarant or through an easement by the Owner of the Upstairs Unit, or others, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or granted to the Association by Declarant or the Owner of the Upstairs Unit, and to maintain in good repair and condition all lands, Improvements, and other Association Property owned by or leased to the Association.

2. To pay all real and personal property taxes and other taxes and assessments, levied upon or with respect to any property owned by, granted to, or leased to the Association to the extent that the taxes and assessments are not levied directly upon the Members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of the taxes and assessments. The Association shall have the right to pay, or reimburse the Owner

of the Upstairs Unit for, any taxes associated with the Parking Garage and related Association easement areas appurtenant to the Upstairs Unit.

3. To execute mortgages, both construction and permanent, for construction of facilities, including Improvements on Property owned by, granted to, or leased to the Association, and to accept lands in Common Areas, whether or not improved, from Declarant or an Owner of the Upstairs Unit, subject to the mortgages or by assuming the mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether Declarant or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether Declarant or the Association, on the Improvement or other facility to be constructed, together with any underlying and surrounding lands that the borrower deems appropriate. The debt secured by the mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, Assessments of the Members of the Association, or otherwise, or any combination thereof, as the case may be, but subject to the limitations imposed by this Declaration.

B. In addition to, and not in limitation of, the power and authority of the Association as set forth in Section 3.6 of this Declaration, the Association, acting through the Board, and/or the Declarant (at Declarant's sole option during the Development Period) shall have the power and authority:

1. To grant and convey to any Person, the real property and/or other interest therein, including fee title, leasehold estate, easements, licenses, franchises and other rights, rights-of-way, or mortgages out of, in, on, over, or under any Association property, which in the Board's opinion are necessary or proper for the purpose of constructing, erecting, operating or maintaining the following:

- a.** Roads, streets, walks, driveways, trails and paths;
- b.** Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- c.** Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines;

d. Video services, cable television services, security services, communication services and other similar services over the Common Areas; and/or

g. Any similar public, quasi-public or private improvements or facilities.

2. To obtain, for the benefit of the Common Areas water, gas and electric services, refuse collections, landscape maintenance services and other services, which in the opinion of the Board shall be necessary or proper.

No Improvement or other facility shall be used or occupied in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration. Declarant shall have the powers set forth in subsection 3.6(B)(1) with respect to all of the Lots or property owned by Declarant without necessity of obtaining consent of the Architectural Committee, the Board or the Association or any other Owner.

3.8 Indemnification. The Association (but not the Declarant) shall indemnify any Person who was or is 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 he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him in connection with the action, suit or proceeding if it is found and determined by the Board or a court that he (i) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the Person did not act in good faith or in a manner which he 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 conduct was unlawful. The Board may purchase and maintain insurance on behalf of any Person who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against that liability hereunder or otherwise.

ARTICLE FOUR ARCHITECTURAL COMMITTEE

4.1 Membership of Architectural Committee. The Association may have an Architectural Committee consisting of three (3) voting members (“Voting Members”) and may also have any additional nonvoting members serving in an advisory capacity (“Advisory Members”) that the Declarant deems appropriate. Members of the Architectural Committee need not be Members of the Association or own Lots. If an Architectural Committee is not appointed or does not exist, then the Board shall serve as the Architectural Committee.

4.2 Action by Architectural Committee. Items or matters presented to the Architectural Committee shall be decided by a majority vote of the Voting Members. The Architectural Committee may designate one of its members to take any action or perform any duties on behalf of the Architectural Committee. The Architectural Committee may employ professional consultants to assist it in discharging its duties and may charge a fee for architectural and engineering review.

4.3 Advisory Members. The Voting Members may from time to time designate Advisory Members.

4.4 Term. Each member of the Architectural Committee shall hold office until that member has resigned or has been removed or his successor has been appointed, as provided herein.

4.5 Declarant’s Rights of Appointment. Declarant shall have the right to appoint and remove all members of the Architectural Committee until the termination of the Development Period. Declarant may at any time delegate this right to the Board by written instrument. If Declarant ever delegates its right to appoint members to the Architectural Committee, the Board shall have the right to appoint and remove all members of the Architectural Committee. After the termination of the Development Period, and if Declarant has not already delegated the right to appoint the members of the Architectural Committee to the Board, the Board shall have the right to elect or remove any and all members of the Architectural Committee.

4.6 Adoption of Rules. The Architectural Committee may adopt procedural and substantive rules, not in conflict with this Declaration or the Design Guidelines (collectively, the “Architectural Committee Rules”) that it may deem necessary or proper for the performance of its duties, including but not limited to, improvement standards, contents, form and submission procedures for Plans and Specifications, and other similar codes and standards as it may deem necessary and desirable. The Architectural Committee Rules adopted pursuant to this Section 4.6 shall have the same force and effect as the Association’s other Rules and this Declaration, and are to be enforced by the Board in the name of the Association.

4.7 Review of Proposed Construction. No Improvement shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of the Property, and no builder or architect may contract to build or design any Improvement on any Lot, until Plans and Specifications, and such builder or architect, have been submitted to and approved in writing by the Architectural Committee. An Owner (including any Institutional Builder) may not commence construction of Improvements, or earth moving and grading operations for an Improvement, prior to obtaining final approval of the Plans and Specifications for the Improvement, as well as the proposed builder and proposed architect, by the Architectural Committee.

4.8 Submission of Plans. Any Owner that is not an Institutional Builder must comply with the terms and conditions of the Design Guidelines in submission of Plans and Specifications for all planned improvements or landscaping for approval (or disapproval) by the Architectural Committee. All Plans and Specifications shall also comply in all respects with the requirements and specifications of the Design Guidelines. All builders, and all architects, that will construct or implement Plans and Specifications, must be approved in writing by the Architectural Committee.

4.9 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications, or any builder or architect, for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee shall not constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter, subsequently or additionally submitted for approval or consent by the same or a different Person.

4.10 No Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DECLARANT, ARCHITECTURAL COMMITTEE, ASSOCIATION, BOARD, AND ANY OFFICER, MEMBER, DIRECTOR, COMMITTEE, EMPLOYEE, CONTRACTOR, AGENT, SUCCESSOR, ASSIGN, OR DESIGNEE OF ANY OF THE FOREGOING (EACH, A "RELEASED PARTY" AND COLLECTIVELY, THE "RELEASED PARTIES"), SHALL NOT BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR (A) ANY LOSS, DAMAGE OR INJURY ARISING OUT OF OR RELATED TO ANY PERFORMANCE OF THEIR DUTIES UNDER THIS DECLARATION, THE DESIGN GUIDELINES, THE BYLAWS OR ANY OF THE DOCUMENTS; (B) ANY CONSTRUCTION OF ANY IMPROVEMENT WITHIN, ON OR ABOUT THE PROPERTY; (C) ANY OBSTRUCTION OF ANY OWNER'S VIEW, LIGHT, OR AIR; (D) ANY APPROVAL, DISAPPROVAL, OR FAILURE TO REVIEW ANY SUBMISSION OF PLANS AND SPECIFICATIONS, OR (E) ANY USE OF COMMON AREAS (COLLECTIVELY, THE "RELEASED CLAIMS"), EVEN IF ANY

OF THE RELEASED CLAIMS RESULTS FROM ANY MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE OF THE RELEASED PARTIES (BUT NOT THE RELEASED PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT). OWNER AGREES THAT NO APPROVAL OF PLANS AND SPECIFICATIONS AND NO PUBLICATION OF ARCHITECTURAL GUIDELINES SHALL BE CONSTRUED AS REPRESENTING OR IMPLYING THAT SUCH PLANS, SPECIFICATIONS, OR ARCHITECTURAL GUIDELINES WILL, IF FOLLOWED, RESULT IN PROPERLY DESIGNED IMPROVEMENTS, OR BE BUILT IN A GOOD AND WORKMANLIKE MANNER. REVIEW AND APPROVAL OF ANY PLANS AND SPECIFICATIONS IS MADE ON THE BASIS OF AESTHETIC CONSIDERATIONS ONLY AND THE RELEASED PARTIES SHALL NOT BEAR ANY RESPONSIBILITY FOR ENSURING THE STRUCTURAL INTEGRITY OR SOUNDNESS OF APPROVED CONSTRUCTION OR MODIFICATIONS, NOR COMPLIANCE WITH BUILDING CODES, OTHER GOVERNMENTAL REQUIREMENTS OR ANY OF THE DOCUMENTS. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS, AND EVERY OWNER OF ANY OF PROPERTY, AGREES BY THE SUBMISSION OF SUCH PLANS AND SPECIFICATIONS THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST ANY OF THE RELEASED PARTIES AND HEREBY RELEASES AND QUITCLAIMS ALL CLAIMS, DEMANDS AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN. NONE OF THE RELEASED PARTIES SHALL BE REQUIRED TO COMPENSATE ANY MEMBERS FOR ANY LOSSES OR EXPENSES RELATING TO THE ACTIONS OF THE RELEASED PARTIES.

4.11 Variances. Upon submission of a written request, the Architectural Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the Restrictions or Rules which may be promulgated in the future. In any case, however, the variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the applicable Subdivision in the opinion of the Architectural Committee. Written requests for variances shall be deemed to be disapproved if the Architectural Committee has not expressly and in writing, approved the request within thirty (30) days of the submission of the request. No member of the Architectural Committee shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant of any variance to an Owner. Each request for a variance shall be reviewed separately and apart from other requests and the grant of a variance to any Owner shall not constitute a waiver of the Architectural Committee's right to strictly enforce the Restrictions.

Notwithstanding anything to the contrary set forth herein, nothing contained herein shall be deemed to authorize or empower the Architectural Committee to grant any variance which would constitute or result in a violation of the Ordinance, provided, however, that the foregoing shall not prohibit the Architectural Committee from granting one or more variances which is consistent with and complies with a duly granted variance or other appropriate permit or authorization from the City.

ARTICLE FIVE ASSESSMENTS AND FINES

5.1 Assessments.

A. The Association may from time to time levy Assessments against each Lot whether or not improved. Notwithstanding anything set forth in the preceding sentence or in this Declaration, all property (including Lots) owned by Declarant shall be exempt from the Assessments and liens created hereunder. Any Property, other than a Lot, which is owned by or dedicated or accepted by any governmental body or agency or franchised utility company, shall also be exempt from any Assessment. In addition, Common Areas shall be exempt from any Assessments. If any Owner other than Declarant combines two (2) or more Lots to form one (1) Lot, then for purposes of levying Assessments pursuant to this Article, that Lot shall be deemed to constitute the original number of Lots which were combined into one Lot; provided, however, that the foregoing shall not be deemed to allow two (2) or more Lots to be combined without the prior written approval of the Architectural Committee.

B. Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated upon any transfer of title to a Lot as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date of transfer.

C. Each unpaid Assessment together with interest thereon, late fees, and costs of collection as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment fell due, and shall be secured by a lien against the Lot and all Improvements thereon. The Association may enforce payment of any unpaid Assessments in accordance with the provisions of this Article.

5.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the following: (i) acquiring, improving and maintaining the Common Areas; (ii) reimbursing Declarant, together with interest at the then market rate (with the annual prime rate designated by the Wall Street Journal plus two percent being deemed to be a market rate), for

any and all costs incurred by Declarant in the ownership, leasing, construction, installation, reconstruction, replacement, repair, use, upkeep or maintenance of the Common Areas; (iii) paying the costs of any litigation involving the Association; and (iv) carrying out the purposes of the Association as stated in its Articles.

5.3 Timing and Amount of Assessments.

A. At the discretion of the Board, there may be one annual Assessment, or monthly, quarterly, or bi-annual Assessments, to fulfill the purposes of Section 5.2 related to all Lots in the Property. Assessments, and the dates that the Assessments shall become due or become delinquent shall be set by resolution(s) of the Board, which resolution(s) shall be filed of record and may be amended from time to time by the Board as permitted hereunder. The amount of any Assessment may be increased by the Board at any time without a vote of the Members, but upon notice of any increase as provided herein. The Board may, after consideration of the current maintenance costs and future needs of the Association, also fix the Assessments for any year at a lesser amount. All increases of any Assessments must be provided to the Owners by written notice at least sixty (60) days prior to the implementation of any such increase. Assessments may not be uniform as to Lots.

B. Unless otherwise determined by the Board, Assessments shall commence as to all Lots in the Property on the first day of the month following the first conveyance of a Lot in the Property by Declarant to a third party Owner and no earlier than sixty (60) days of the recordation of a Board resolution setting forth the amount and due dates of the initial Assessment.

5.4 Special Assessments. In addition to the Assessments provided for in Section 5.3, the Board may levy Special Assessments (herein so called) whenever in the Board's opinion the Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Documents. The amounts of any Special Assessments shall be at the reasonable discretion of the Board, but shall be approved by a majority of Members present or voting by proxy at a special meeting duly called for that purpose, presuming a quorum is present, or by a majority of Members present at the annual meeting of the Members, presuming a quorum is present. Once Special Assessments are assessed by the Board, the Association shall provide written notice to each affected Owner of the amount of the Special Assessment established, made, levied and imposed by the Association (and as approved by the appropriate vote of the Members) along with the date upon which installments (if any) shall be due and payable to the Association.

5.5 Individual Lot Assessments. In addition to any other Assessments authorized by this Declaration, the Board shall be and is hereby authorized and empowered to establish, make, levy,

impose, enforce and collect against and from a particular Lot and the Owner of the Lot an Assessment (the "Individual Lot Assessment") for:

- A.** Costs and expenses incurred by the Association in bringing a particular Owner or his or her particular Lot into compliance with the provisions of this Declaration, including any action taken, or cost or expense incurred by the Association to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of the Owner, within thirty (30) days following written notice from the Association of the nature of the violation of or non-compliance with this Declaration, to cure or remedy the violation or noncompliance;
- B.** Costs and expenses, including reasonable attorneys' fees, whether or not suit is brought, incurred by the Association in the enforcement of the provisions of this Declaration against a particular Lot or the Owner of that Lot; and
- C.** Reasonable overhead expenses of the Association associated with any Individual Lot Assessment established, made, levied, imposed, collected and enforced pursuant to this Section 5.5.

5.6 Owner's Personal Obligation for Payment of Assessments. The Assessments, the Special Assessments, Fines and Individual Lot Assessments (collectively the "Assessments") provided for herein shall be the personal and individual debt of the Owner of the Lot covered by same. Except as otherwise provided in Section 5.1(A) hereof, no Owner may exempt himself or herself from liability for the Assessments. In the event of default in the payment of any Assessments, the Owner of the Lot shall be obligated to pay a late fee in the amount of \$25.00 and interest at the highest rate allowed by applicable usury laws, then in effect on the amount of the Assessment from the date thereof (or if there is no highest rate, then at the rate of eighteen percent (18%) per annum) together with all costs and expenses of collection, including reasonable attorneys' fees.

5.7 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid shall, together with interest and late fees as provided in Section 6.6 hereof and the cost of collection, including attorney's fees as herein provided, become a lien and charge on the Lot covered by the sums that are due, which shall bind the Lot in the hands of the Owner and the Owner's heirs, devisees, personal representatives, successors or assigns. The Assessment lien shall be superior to all other liens and charges against the Lot, except only for (a) real property taxes and assessments levied by governmental and taxing authority, (b) a recorded deed of trust lien securing a loan for construction of the original dwelling on the Lot; (c) a deed of trust or vendor's lien recorded before the recorded date of this Declaration; (d) a first or senior purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent assessment became due; and (e) a recorded deed of trust lien that secures a first or

senior purchase money mortgage on a Lot securing sums borrowed for the purchase of the Lot in question or the construction of the original dwelling thereon. The Association may agree, in its sole discretion, to subordinate the Assessment lien to any other lien. The Board may prepare a written notice of lien or charge setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien and a description of the Lot. The notice shall be signed by one of the officers of the Association and shall be recorded in the offices of the County Clerk of Dallas County, Texas. The Assessment lien shall attach with the priority set forth above from the date that the payment becomes delinquent. The Assessment lien may be enforced pursuant to Section 51.002 of the Texas Property Code, as amended from time to time, subsequent to the recording of a notice of Assessment lien as provided above, by judicial foreclosure, or, if permitted by applicable law, by nonjudicial foreclosure, and the Association, at its sole election, may elect, at its sole option, to pursue such foreclosure through an expedited foreclosure process, as set forth in Section 209.0091 of the Texas Property Code, as amended from time to time. Alternatively, the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the Assessment lien judicially. In any foreclosure proceeding, whether judicial or nonjudicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association may bid on the Property at a foreclosure or other legal sale and acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee, the Association shall use reasonable efforts to report to the mortgagee any unpaid Assessments remaining unpaid for longer than fourteen (14) days after the due date of the Assessment. Following any foreclosure sale, the Association shall comply with any applicable notice requirements under Texas Property Code Section 209.010, as amended, and any redemption rights that may be available to the Owner under Texas Property Code Section 209.011, as amended.

5.8 Certain Notices. Notwithstanding the foregoing, before the Association can file a suit against an Owner to collect any Assessment, or foreclose any Assessment lien, charge any Owner for property damage, or suspend an Owner's right to use a Common Area, levy a fine for a violation of any of the covenants contained in the Documents, the Association must give written notice to the Owner by certified mail, return receipt requested, in conformance with the requirements of the Texas Property Code Section 209.006, as the same may be amended from time to time. In addition, the Association may not foreclose an Assessment lien unless the Association has first provided all notices and opportunities to cure to any affected Owner as set forth in Section 209.0091 of the Texas Property Code.

5.9 Certificate of Assessments Due. The Association shall, upon the request of an Owner or any other interested party, furnish a certificate executed by its President, Vice President, Secretary, Treasurer or any other officer or agent duly authorized, setting forth whether Assessments payable with respect to a particular Lot have been paid, the amount of the delinquency, if any, and the amounts of any outstanding and unpaid interest, late fees, penalties,

costs of collection, including attorney's fees and court costs, if any, associated with any delinquent Assessments. A properly executed certificate of the Association as to the status of Assessments shall be binding upon the Association as conclusive evidence of the status of the payment of any Assessment therein stated to have been paid or to be delinquent as of the date of the issuance of the certificate. The Association shall be entitled to charge and collect a reasonable fee for and as a condition precedent to the issuance of the certificate not to exceed Four Hundred Dollars (\$400.00), which fee may be increased by resolution of the Board from time to time.

5.10 No Defenses or Offsets. All Assessments shall be payable in full at the times due. No defenses or offsets against the payment of an Assessment shall be permitted for any reason including, without limitation, any claim by an Owner that (i) the Association is not properly exercising its rights and powers or performing or discharging its duties and obligations as provided in this Declaration or its Bylaws; (ii) an Owner and his family has made or elected to make no use of the Common Areas; (iii) the Owner and his family have otherwise waived or attempted to waive their Membership in the Association; or (iv) the Association has suspended the right, privilege and easement of the Owner and his family to use the Common Areas as provided in the Rules and by Applicable Law.

5.11 Fines. Subject to the notice requirements set forth in Section 6.8 herein, the Association, acting through its Board, may at any time and from time to time establish, impose and collect fines ("Fines") which accumulate on a daily basis. The Fines shall be deemed an Assessment for all purposes hereunder except as limited by this Section 5.11 and may be imposed in the discretion of the Board against Owners that are in violation of any provision of the Documents. Once Fines are imposed upon an Owner and the Owner has exhausted or waived any rights it may have to a hearing before the Board pursuant to Texas Property Code Sections 209.006 and 209.007, as amended the Fines shall also be secured by a lien on the violating Owner's Lot as set forth in Section 5.7; provided, however, that the Association may not foreclose a lien if the debt securing the lien consists solely of Fines or attorneys' fees incurred by the Association solely associated with Fines assessed by the Association, or amounts added to an Owner's account under Section 209.005(i), as may be amended.

5.12 Alternate Payment Schedule for Certain Assessments. The Board of the Association shall adopt such guidelines and policies to establish an alternative payment schedule for delinquent Owners in accordance with Section 209.0062 of the Texas Property Code (the "Payment Schedule"), which Payment Schedule shall be applicable to the Owners and Lots in the Property. Such Payment Schedule, as may be amended or vacated from time to time by the vote of the Board of the Association, shall be filed of record in the real property records of Dallas County, Texas.

5.13 Association Capitalization Fee. Upon the sale or conveyance of any Lot or any conveyance of Owner's interest in any Lot (a "Transfer"), the purchaser or transferee of such Lot (or of the interest in such Lot) (the "Purchaser") shall pay the Association Capitalization Fee (as hereinafter defined) to the Association. Notwithstanding the foregoing provision, the following transfers will not be subject to the Association Capitalization Fee: (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; (iv) any grantee who is the domestic partner or former spouse of the grantor; (v) any grantee that is a wholly-owned entity of the grantor; and (vi) any grantee to whom a Unit is conveyed by a will or through the law of intestacy. If not paid upon the Transfer, the Association Transfer Fee shall accumulate interest (at a rate not to exceed the highest rate allowed by Texas law) from and after the date of the Transfer. Each Association Capitalization Fee, together with the foregoing interest, shall be the personal obligation of the Purchaser; provided, however, the seller who was the Owner of such Lot at the time of the Transfer shall be jointly and severally liable for any Association Capitalization Fee that is not paid by the Purchaser. The Association Capitalization Fee shall be used to fund capital improvements to the Property and/or for such other purposes as approved by the Board. Notwithstanding anything to the contrary herein, either the Declarant or the Board shall have the right to increase, reduce or terminate the Association Capitalization Fee at any time and for any reason as to all Owners, including (without limitation) a determination by the Declarant or the Board (in their respective sole and absolute discretion) that the Association Capitalization Fee is interfering with existing or prospective Owners' ability to obtain financing. The initial Association Capitalization Fee shall be Seven Hundred Fifty and No/100 Dollars (\$750.00).

ARTICLE SIX PROTECTIVE COVENANTS

The Property and each Lot situated therein shall be constructed, developed, occupied and used in accordance with the following protective covenants:

6.1 Machinery and Automobile Repair. No repairs of any detached machinery, equipment, or fixtures, including without limitation, motor vehicles, shall be made upon any portion of any Lot within view of neighboring property, dwelling units, pathways, and streets without prior written approval and authorization of the Architectural Committee. No motor vehicle that is visible from a public street may remain upon any portion of any Lot, or whether visible or not, on any portion of any Parking Garage or Parking Lot, street or roadway, without moving for more than thirty (30) consecutive days.

6.2 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, chickens, or other domestic household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

6.3 Nonresidential Uses. No manufacturing, trade, business, commerce or industry, whatsoever will be conducted or carried on upon any Lot or any part thereof, or in any building or other structure erected thereon, except those professions and other occupations which are conducted or carried on with the prior approval of the Architectural Committee and in accordance with applicable law. Owners may conduct personal businesses from within their residences so long as such business do not include the regular visitation of customers, vendors or clients to the Lot.

6.4 Temporary Structures and Parking. No temporary structure of any kind shall be erected or placed upon any Lot except as provided in this Article. Any truck larger than a half-ton, bus, boat, boat trailer, recreational vehicle, camper or any vehicle other than a conventional automobile shall, if brought within the Property, be stored, placed or parked within a Parking Garage or backyard area or the appropriate Lot, and if stored in the backyard area, such truck, bus, boat, boat trailer, recreational vehicle, camper or any vehicle other than a conventional automobile shall be stored, placed or parked so that it is not visible from any public street. No trailer, mobile home, tent, camper vehicle, or temporary house shall be placed or erected on any Lot for use as a dwelling. No bus or mobile home may be parked, placed, or stored on any Lot. No parking will be permitted on a street within any cul-de-sac or roundabout, unless located in a designated parking space. Parking shall be subject to the Rules, as the same may be amended from time to time.

6.5 Marketing Facilities. Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Property as it, in its sole discretion, determines to be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements in the Property. Such facilities may include, but are not limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities. Until Declarant has completed all of the Declarant's contemplated improvements (including, without limitation, street paving, excavation, utility lines and landscaping, upon the Property, neither the Owners nor the Association nor the application of this Declaration shall interfere with the completion of the contemplated improvements and the sale of land and improvements. Declarant may make such use of the Common Areas as may facilitate such completion and sale, including, but not limited to maintenance of a sales office, the showing of the Property therein and the display of signs thereon and therein. Declarant hereby expressly reserves an easement over the Property for completion of and making improvements to any portion of the Property. Declarant shall further have the right to maintain facilities on and to use unsold portions of the Property for development, marketing and related purposes, whether or not such use is otherwise permitted by other provisions of this Declaration.

6.6 Signs. No sign or signs shall be displayed to the public view on any Lot unless it has been approved by the Architectural Committee, except that Declarant may erect and maintain a

sign or signs deemed by it to be reasonable and necessary for the construction, development, operation, promotion and sale of the Lots. Such signs may be located in the Common Area designated on any recorded plat within the Property. Any approved builder, during the construction and sale of a dwelling may utilize professional signs (of not more than twelve (12) square feet in size) designed in accordance with the design guidelines prepared and approved by the Declarant on each Lot which it owns for advertising and sales promotion. Thereafter, a "For Sale" sign (of not more than six (6) square feet in size) may be utilized on a Lot by the Owner of that Lot, or the agent of such Owner, for the sale of that Lot and its improvements. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and, in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. All signs are to be in compliance with the sign regulations of the City. The Association shall have the right, but not the obligation, to remove signs that detract from the overall integrity of the development of the Property. Notwithstanding the foregoing, an Owner may display a sign on such Owner's Lot advertising a political candidate, ballot item, or an election in strict accordance with the provisions and restrictions set forth in Section 209.009 of the Texas Property Code.

6.7 Noise. No radio, stereo, broadcast, or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of any building without prior written approval and authorization of the Architectural Committee.

6.8 Weeds and Trash. The Owner of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner. In no event shall an Owner use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. If, at any time, an Owner of any Lot fails to control weeds, grass and/or other unsightly growth, or permits accumulation of garbage, trash or rubbish, the Declarant or Architectural Committee shall have the authority and right to go onto said Lot for the purpose of mowing or cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a reasonable sum for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning which shall constitute an Individual Lot Assessment subject to Section 5.5 of this Declaration. Refuse, garbage and trash shall be kept at all times in covered containers and the containers shall be kept within enclosed structures or appropriately screened from view by the public, as approved by the Architectural Committee, and the contents thereof disposed of regularly as required by the Association or the City.

6.9 Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property which are or might be unsafe or hazardous to any Person or property. Without limitation, no firearms or fireworks shall be discharged upon the Property, and no person shall incinerate or otherwise burn any material on any Lot outside of

the residence thereon except for charcoal or gas fires used solely for cooking purposes. Leaves, trash and other refuse may not be burned in any fireplaces located in a residence.

6.10 Underground Utilities. With the exception of initial subdivision utilities, and those utilities constructed by Declarant, no gas, electric, power, telephone, water, sewer, cable television, or other utility or service lines of any nature or kind shall be placed, allowed, or maintained upon or above the ground, except to the extent, if any, underground placement thereof may be prohibited by law or would prevent the subject line from being functional. Further, this provision shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

6.11 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to any neighbor or the neighborhood.

6.12 Maintenance of Lot, Landscaping and Structures. Owners shall maintain and repair, and replace as may be necessary, the exterior of all structures and fences on their Lots (including any exterior visible window treatments that may be interior in nature) and shall further maintain the lawns, landscaping, yards, hedges, trees, plants and shrubs on their Lots in a neat and trimmed condition at all times.

6.13 Maintenance of Upstairs Unit. The Owner of the Upstairs Unit shall be required to maintain and repair the exterior walls, stairways, plate glass, balconies, windows, doorways, trim and façade on each part of the Upstairs Unit, including all interior work, flooring, roof, ceilings, plumbing, wiring, and infrastructure. The Association shall be responsible for maintaining the foundation, yard, driveways, parking garage area, and the exterior walls of the parking garage area (except for any maintenance and repair caused by damage or neglect related to the actions or negligence of any Owner, Resident, guest, invitee, or other third party, with regard to such areas. A complete description of the maintenance obligations for the Upstairs Unit is set forth in the Upstairs Unit Easement as described in Section 7.5).

6.14 Nuisances. Nothing shall be done on any Lot which may be or become an annoyance or nuisance to any neighbor or the neighborhood.

6.15 Exterior Lighting. No exterior light shall be installed or maintained on any Lot which light is found to be objectionable by the Architectural Committee. Upon being given notice by the Architectural Committee that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable.

6.16 Drilling, Excavation. No oil drilling, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels,

mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot.

6.17 Time to Construct. Once a Lot (other than the Upstairs Unit) has been conveyed to any third party by Declarant, the Owner of such Lot must commence construction of a single family residence on such Lot (as approved pursuant to Section 4.7 herein) within one (1) year from the date of such conveyance, and must substantially complete such construction within one (1) year of commencement of construction. Additional conveyances of a Lot by the initial Owner do not serve to extend these time periods. The Board may assess a fee for failure to complete construction as required in this Declaration.

ARTICLE SEVEN EASEMENTS

7.1 In General. Subject to the provisions of this Declaration, and in addition to any other easements and rights established by this Declaration or by any recorded plat of the Property, the Property is subject to the easements and rights described in this Article 7.

7.2 Easement of Enjoyment. Subject to the provisions and restrictions contained in this Declaration, every Member of the Association shall have a right and easement of enjoyment in and to the Common Areas.

7.3 Easements Reserved by Declarant and Association.

A. Easements for Development and Repair. Each Owner hereby consents to the granting of exclusive easements for the installation, maintenance, repair and removal of Common Areas, roads, sidewalks, utility service facilities, telecommunications service facilities, and drainage facilities to Declarant during the Development Period, over, under and across the Property, provided, however, that such easements shall not interfere with the operation of any Improvements completed or being constructed on any Lot. Full right of ingress and egress is reserved by Declarant during the Development Period at all times over the Property for the installation, operation, maintenance, repair, replacement, relocation, or removal of any sidewalk, utility service facility, telecommunications service facility, or drainage facility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such sidewalk, utility service facility, telecommunications service facility, or drainage facility. At the expiration of the Development Period, the easements granted to Declarant under this Section 7.3A shall be assigned to, and assumed by, the Association.

B. Exclusive Easements. Each Owner hereby consents to the granting of exclusive easements for the benefit of Declarant and the Association in all designated setback areas on the plat of the Property between the building lines and the exterior boundaries of individual Lots as may be necessary or convenient for the purpose of erecting, constructing, maintaining, repairing, relocating, replacing, removing, and operating any utility service or telecommunications service over, across, under and through the Property (including but not limited to wiring, conduits or lighting, power and telephone lines, communication equipment, gas lines, sanitary sewer, storm sewer and water). The easements shall be assigned to the Association and to any appropriate public agencies, utility or telecommunications service provider that the Declarant may direct. No buildings may be located upon the easements but, subject to this Declaration, landscaping, parking, lightings sidewalks, and access drives may be located thereon.

C. Perpetual Easements. Each Owner hereby consents to the granting of perpetual easements for the benefit of Declarant and the Association over and across those portions of the Property to which Declarant or the Association reasonably require access: (i) to install and maintain landscaping within or adjacent to portions of any streets, or other rights-of-way through or directly serving the Property (provided, however that such landscape easement shall in no way create an obligation on the part of Declarant or the Association to install or maintain such landscaping) and (ii) to maintain and repair the Common Areas.

D. Right to Assign. Declarant shall have the right, at any time and from time to time to assign, convey and transfer in whole or in part the easements, and rights reserved under the provisions of this Article and to designate and limit the location of any such easements, and shall have the right to record in the Real Property Records of Dallas County any instruments or documents evidencing such easement and rights as Declarant deems necessary, and each Owner of any Lot agrees to execute, acknowledge and deliver to Declarant, or its assigns, at no cost to such Owner, any such instruments or documents as Declarant may so require relating to the easements reserved herein.

7.4 Drainage Easements. By acquisition of a Lot, each Owner grants, creates and conveys to the Association, the other adjacent Owners and the Declarant a perpetual Drainage Easement (herein so called) over, through, under and across the Owner's Lot for the purpose of permitting runoff and/or storm water to drain from other adjacent Lots over, through, under and across the Owner's Lot. Without limiting the foregoing, in order to facilitate drainage from the Property subject to the Declaration over, through, under and across the Owner's Lot, each Owner hereby agrees that the Declarant or the Association, as the case may be, shall have the right to enter onto the Owner's Lot at any time to (i) prevent possible interference with the Drainage Easement and to remove possible hazards from the Drainage Easement area, (ii) prevent the construction or

placement of any building structure or other obstruction within the Drainage Easement area which may endanger or interfere with the efficient and convenient use of the Drainage Easement, (iii) grade/ improve, construct, reconstruct, repair and perpetually maintain swales within the Drainage Easement area, and (iv) regrade those portions of the Drainage Easement area that may be necessary or appropriate to permit drainage as generally described herein or as approved or required by appropriate governmental authorities. Notwithstanding any of the foregoing rights of the Association or the Declarant, each Owner hereby agrees to maintain the Drainage Easement area at such Owner's sole cost and expense. If any structures or other obstructions are constructed, created or placed by any Owner within the Drainage Easement area without the prior written consent of the Board or the Declarant, the Declarant or the Association shall have the right to remove that structure or obstruction at the sole cost of the Owner. The cost to remove the structure or the obstruction shall constitute a Special Assessment chargeable to the Owner, payable on demand, and secured by the lien provided for in Section 5.7 of this Declaration.

7.5 Upstairs Unit Easement. The Owner of the Upstairs Unit shall own the entire Lot and Improvements thereon in fee simple. However, the Owners of the Upstairs Unit shall grant an exclusive and perpetual easement to the Association (and Owners) for parking and maintenance uses in the yard, driveway, sidewalks, and downstairs parking garage situated on such Lot. The mutual obligations of the Association and the Owners of the Upstairs Units with regard to maintenance, taxes, insurance, and access, shall be set forth in a separate easement agreement, filed of record in Dallas County, Texas.

7.6 Maintenance Easements. Each Owner acknowledges that Owners may construct improvements on the Lot line (the owner of any Improvements now or hereafter constructed on a Lot line being a "Zero Lot Line Owner"). By acquisition of a Lot, each Owner of a Lot which is now or hereafter adjacent to any Zero Lot Line Owner grants, creates and conveys to the adjacent Zero Lot Line Owner, the Association, and the Declarant, a perpetual non-exclusive five-foot wide maintenance easement on the Owner's Property along the Lot line (the "Maintenance Easement") to maintain, repair, remove, or replace the Improvements which are located on the Lot line. Notwithstanding any of the foregoing rights of the Association or the Declarant, each Owner hereby agrees to maintain the Maintenance Easement area at such Owner's sole cost and expense; provided however that the Zero Lot Line Owner shall restore any damage to any landscaping or Improvements caused by the Zero Lot Line Owner or any of the Zero Lot Line Owner's contractors in performing any work within the Maintenance Easement area. If any structures or other obstructions are constructed, created or placed by any Owner within the Maintenance Easement area without the prior written consent of the Board or the Declarant, the Declarant or the Association shall have the right to remove that structure or obstruction at the sole cost of the Owner. The cost to remove the structure or the obstruction

shall constitute a Special Assessment chargeable to the Owner, payable on demand, and secured by the lien provided for in Section 5.7 of this Declaration.

7.7 Property Line Use Easements. Each Owner hereby consents to and grants a non-exclusive easement for the benefit of one or more adjacent Owners in the five-foot areas set back from the exterior boundaries of such Owner's Lot for the purposes of ingress, egress, use, fencing, repair, landscaping, drainage, moveable furniture or equipment or yard décor (each such easement, as the same may be modified pursuant to the terms hereof, being a "Property Line Easement"). Each Owner agrees that the exact location of the Property Line Easements may be adjusted as homes are constructed on the Lots and the specific location of the Property Line Easements shall be finalized in a separate sideyard diagram which shall be finalized and distributed to Owners as homes are constructed on groups of Lots. No Owner subject to a Property Line Easement may install any permanent Improvement on any portion of the Property Line Easement.

7.8 Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- A.** The right of the Declarant and Association to prescribe Rules for the use, enjoyment, and maintenance of the Common Areas;
- B.** The right of the Association to sell and convey the Common Areas, or any part thereof, provided such sale or conveyance is approved by a majority of the total votes of the Members of the Association, voting in person or by proxy, at a meeting duly called for such purpose, notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting;
- C.** The right of the Association to borrow money for the purpose of improving the Common Areas, or any part thereof, and to mortgage the Common Areas, or any part thereof;
- D.** The right of the Association to take such steps as are reasonably necessary to protect the Common Areas, or any part thereof against foreclosure; and
- E.** The right of the Association, after complying with the terms of Section 5.8 of this Declaration, to suspend the right of any Owner and any other Person (including but not limited to a family member or guest of an Owner) to use the Common Areas or any designated portion thereof during the time that any Assessment levied against the Owner or his Lot or Upstairs Unit under Article Six hereof remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its Rules or during the period in which any Owner remains in violation of any other provision of this Declaration, as it may be amended.

7.9 Access Easement; Maintenance. Each Owner, by accepting an interest in or title to a Lot, consents and grants to the Association and, during the Development Period, to the Declarant, an easement of access and entry over, across, under and through the Property, including without limitation all Common Areas and Lots (including yards and structures) for the following purposes:

- A. To inspect the Property or Lot for compliance with maintenance and architectural standards.
- B. To perform maintenance that is permitted or required of the Association or the Declarant by the Documents or by Applicable Law.
- C. To perform maintenance that is permitted or required of an Owner by the Documents or by Applicable Law if the Owner fails or refuses to perform such maintenance.
- D. To enforce any architectural standards or restrictions.
- E. To enforce any other provision of the Documents.
- F. To respond to emergencies.
- G. To grant easements to utility service providers as may be necessary to install, maintain, and inspect any utility services serving any portion of the Property.

In exercising the rights granted under this Section 7.9, neither the Declarant nor the Association shall be liable to any Owner for trespass. Notwithstanding the foregoing, any entry onto an Owner's yard or structure shall be made, except in the event of emergencies, during reasonable business hours and after reasonable notice to the Owner.

**ARTICLE EIGHT
MISCELLANEOUS**

8.1 Duration. This Declaration and the covenants, conditions, restrictions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association, and every Owner of any part of the Property, 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 December 31, 2043, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a termination or amendment of the Declaration is approved as set forth in Section 8.2 below.

8.2 Amendment.

A. This Declaration may be amended or terminated at any time by the Declarant, in its sole discretion, during the Development Period.

B. After the termination of the Development Period, this Declaration may be amended or terminated at any time by sixty percent (60%) of the votes of the membership voting together, cast in person or by proxy at a meeting duly called for such purpose, notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting.

C. Any amendment or termination shall become effective when an instrument is filed for record in the Real Property Records of Dallas County, Texas.

8.3 Indemnification. If the Association, the Declarant, or any Owner, or any of their agents, employees, or contractors, (i) causes any damage to the Common Areas or to any Lot, or to any Improvements located thereon, or (ii) causes any injury to any person utilizing the Common Areas or any Lot, or any Improvements located thereon, which damage or injury arises in whole or in part out of the exercise of any of the easements granted by Section 8.2, the party responsible for such damage or injury shall:

A. Restore the Common Areas or Lot(s) to their condition immediately preceding such entry;

B. Repair any damage to any Improvements located on the Common Areas or any Lot, and replace any such Improvements located thereon which are not capable of repair; and

C. Indemnify, defend, and hold harmless the Association, the Declarant, or any Owner not responsible for such damage or injury, from any and all damages, liability, and expenses incurred by such innocent party as a result of the exercise of rights granted by such easement.

8.4 Enforcement. The Association, the Declarant or any Owner shall have the right, but not the duty, to enforce any of the Documents. Enforcement of the Documents shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision of the Documents, either to restrain violation or to recover damages, and against any Lot on which a violation exists to enforce any lien created by this Declaration. Any failure by the Association, the Declarant or any Owner to enforce any provision of the Documents shall not be deemed a waiver of the right to do so thereafter.

8.5 Severability. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null, or void for any reason or shall be held by any court of competent

jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses, or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

8.6 Notice. Wherever notice to a Member (or Members) is permitted or required hereunder, such shall be given by the mailing of such to the Member at the address of such Member appearing on the records of the Association, unless such Member has given written notice to the Association of a different address, in which event such notice shall be sent to the Member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association three (3) days after placing same in the United States mail, properly addressed, postage prepaid, whether received by the addressee or not. Unless written notice is specifically required, notice may also be provided by publication in a newspaper of general circulation within the Property, such newspaper to be designated by the Board, or by posting the notice in a visible public location designated by the Board.

8.7 Titles. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

CONSENT OF LIENHOLDER

The undersigned, being the owner and holder of the lien (the "Lien") encumbering the Property, hereby consents to the filing of this Declaration for Urban Commons and agrees that (a) the Lien shall be subordinate to the Declaration and (b) the foreclosure of the Lien will not extinguish the Declaration.

LENDER:

BANCORPSOUTH BANK

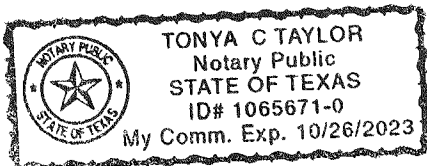
By: Warren G Parham
Name: WARREN G PARHAM
Its: SENIOR VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF Texas §
 §
COUNTY OF Dallas §

The foregoing instrument was acknowledged before me this 3rd day of June 2020, by Warren G Parham, the Senior VP of Bancorp South Bank, a State Chartered Bank.

Tonya Taylor
Notary Public, State of Texas



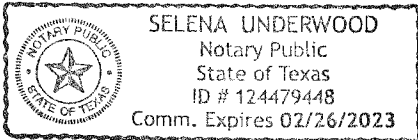
EXECUTED as of the day and year first written above.

DISK DEVELOPMENT, LLC,
a Texas limited liability company

By: *Diane Cheatham*
Its: GENERAL MANAGER

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME on this 4 day of June, 2020, personally appeared Diane Cheatham, President of Disk Development, LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public, State of Texas

Exhibit A - PAGE 1

BEING all that certain lot, tract or parcel of land situated in the B. J. Prigmore Survey, Abstract No. 1159, City of Dallas, Dallas County, Texas and being part of City Block 8420 and being part of that same tract of land described in Special Warranty Deed to Beck Farm Properties, Inc. recorded in Volume 2005034, Page 302 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the southeast corner of Common Area No. 2 of First Installment, Patio Homes of Chimneyhill, an addition to the City of Dallas, Texas recorded In Volume 74052, Page 384 of the Map Records of Dallas County, Texas, and being the west corner of a tract of land described In Special Warranty Deed to Chimney Lane Patio Home Homeowners Association, recorded in Volume 82188, Page 3303 of the Deed Records of Dallas County, Texas; said point also being an angle point in the north line of said Beck Farm Properties, Inc. tract;

THENCE S 68°42'32" E, 353.23' along the south line of said Chimney Lane Patio Home Homeowners Association property to the northwest corner of Lot 1, Block 7/8421 of Forest Lane Condominiums, an addition to the City of Dallas, Texas, recorded in Volume 83016, Page 4584 of the Map Records of Dallas County, Texas;

THENCE S 10°49'00" W, 96.58' along the west line of said Lot 1, Block 7/8421 to a point for corner;

THENCE S 33°14'00" W, 108.81' continuing along the west line of said Lot 1, Block 7/8421 to a point for corner and the beginning of a tangent curve to the left having a central angle of 14°21'00" and a radius of 300.00' (Chord bearing and distance of S 26°03'30" W, 74.94');

THENCE continuing along the west line of said Lot 1, Block 7/8421 and around said curve, a distance of 75.14' to the northeast corner of Lot 1A, Block A/8420 of Browning Office Center Phase 1A, an addition to the City of Dallas, Texas recorded in Volume 97056, Page 1237 of the Map Records of Dallas County, Texas;

THENCE along the north line of said Lot 1A, Block A/8420 the following:

N 84°17'30" W, 138.37' to a point for corner;
N 64°07'09" W, 363.00' to a 3/8" iron rod found for corner;
S 10°52'51" W, 53.00' to a 5/8" iron rod found for corner;
N 69°27'00" W, 60.39' to a 1/2" iron rod found for corner;
N 82°24'44" W, 174.62' to a 1/2" iron rod found for corner;
S 37°35'16" W, 149.97' to a cross found for corner in the north line of Lot 2, Block A/8420 of Forest LBJ Addition, an addition to the City of Dallas, Texas, recorded in Volume 85060, Page 3791 of the Map Records of Dallas County, Texas and being the most westerly corner of said Lot 1A, Block A/8420;

THENCE N 52°24'44" W, 99.02' along the north line of said Lot 2, Block A/8420 to a cross found for corner;

THENCE S 89°44'59" W, 265.00' continuing along the north line of said Lot 2, Block A/8420 to a 1/2" Iron rod found for corner; said point also being a southeast corner of Lot 2B, Block A/8417 of Northcreek Phase III Addition, an addition to the City of Dallas, Texas, recorded in Volume 2000185, Page 514 of the Map Records of Dallas County, Texas;

THENCE N 00°15'00" W, 453.95' along the east line of Lot 2B, Block A/8417 to a 1/2" iron rod found for corner in the southerly line of the aforementioned Common Area No. 2;

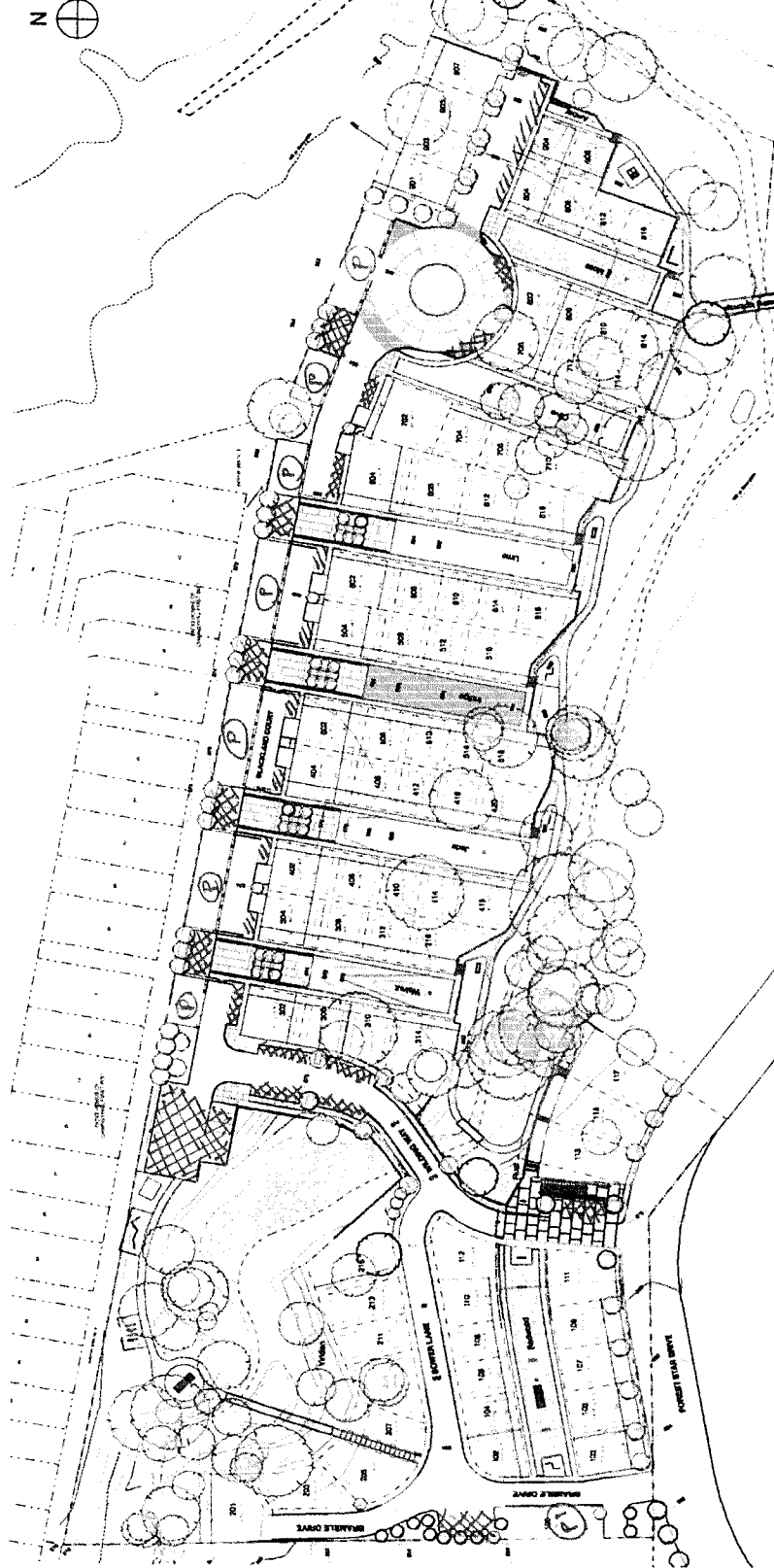
THENCE S 79°07'09" E, 939.29' along the southerly line of said Common Area No. 2 to the Point of Beginning and containing 415,612.54 square feet or 9.5412 acres of land.



URBANCOMMONS



EXHIBIT A - PAGE 2



Architectural Site Plan

18 May 2020

P = PARKING GARAGES

PI = MULTI-STORY PARKING GARAGES

▨ = PARKING LOTS

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
06/19/2020 03:29:07 PM
\$174.00
202000158827

