

**Documents For
Lawler Park
Homeowners'
Association, Inc.**

Articles of Incorporation



Office of the Secretary of State

June 21, 2012

Attn: Higier Allen & Lautin, P.C.

Higier Allen & Lautin, P.C.
5057 Keller Springs Road, Suite 600
Addison, TX 75001 USA

RE: Lawler Park Homeowners' Association, Inc.
File Number: 801614137

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at <http://window.state.tx.us/taxinfo/exempt/index.html>. Information on exemption from federal taxes is available from the Internal Revenue Service web site at www.irs.gov.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>



Office of the Secretary of State

CERTIFICATE OF FILING OF

Lawler Park Homcowners' Association, Inc.
File Number: 801614137

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

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

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

Dated: 06/20/2012

Effective: 06/20/2012



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$25

**Certificate of Formation
Nonprofit Corporation**

Filed in the Office of the
Secretary of State of Texas
Filing #: 801614137 06/20/2012
Document #: 426776300002
Image Generated Electronically
for Web Filing

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Lawler Park Homeowners' Association, Inc.

Article 2 - Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Dale Clark

C. The business address of the registered agent and the registered office address is:

Street Address:

16250 Knoll Trail, Suite 210 Dallas TX 75248

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

☐ A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

☒ B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Dale Clark**

Title: **Director**

Address: **16250 Knoll Trail, Suite 210 Dallas TX, USA 75248**

Director 2: **Richard Dotter**

Title: **Director**

Address: **16250 Knoll Trail, Suite 210 Dallas TX, USA 75248**

Director 3: **James A. Russell**

Title: **Director**

Address: **16250 Knoll Trail, Suite 210 Dallas TX, USA 75248**

Article 4 - Organization Structure

☐ A. The corporation will have members.

or

☒ B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The Corporation is organized for (i) the efficient preservation of the values and amenities of the Lawler Park community; (ii) maintaining and administering the common properties and facilities; (iii) administering and enforcing the

covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for the Lawler Park community, Collin County, Texas; and (iv) collecting and disbursing the assessments and charges.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

Thomas Higier **5057 Keller Springs Road, Suite 600, Addison, Texas 75001**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Thomas Higier

Signature of organizer.

FILING OFFICE COPY

Bylaws



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**BYLAWS
OF
LAWLER PARK HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
DEFINITIONS**

As used herein, the term "Member" shall mean an Owner, the term "Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions (together with any and all amendments thereto), dated as of August 21, 2012, executed by the Board of Directors for Lawler Park Homeowners' Association, Inc., a Texas corporation, relating to land located in Collin County, Texas, more particularly described therein, and the terms "Additional Property Owner", "Common Areas", "Declarant", "Owner", "Association", "Development", and "Lot" shall have the meanings set forth in the Declaration.

**ARTICLE II
MEMBERS**

Section 2.01 Membership. Each individual and legal entity now or hereafter becoming an Owner automatically shall be a Member of the Association, Membership may not be severed from the Lot nor may it be in any way transferred, pledged, mortgaged, or alienated except upon the sale or assignment of the Owner's interest in all or any part of the Lot and then only to the purchaser or assignee as the new Owner thereof. Any transfer of the fee title to a lot, tract, or parcel of real estate out of or a part of the Lot shall automatically operate to transfer membership to the new Owner thereof, and the Association shall have the right to record the transfer on its books and records.

Section 2.02 Certificates of Membership. The Association may issue to each Member certificates, cards or other instruments evidencing membership rights. Such documents, if issued, may be in such form or forms as the Board of Directors may approve, and shall be signed by the president or secretary of the Association. If issued, a record of such issuance shall be maintained.

Section 2.03 Transfer of Membership. Membership shall be nontransferable, and, upon ceasing to own a Lot, a Member shall cease to be a Member.

Section 2.04 The Association shall have two (2) classes of voting memberships:

(a) Class A: Class A members shall be all Owners with the exception of Class B members. After Section 4.02 (b) requirements have been met, Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be members of the Association; however, the vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) Class B: Class B members shall be the Declarant and any Builder in the Development. All builder(s) votes are automatically conveyed to the Declarant. The Declarant, at its sole discretion, may convey a builder(s) vote back to any Builder in writing. Until the earlier of December 31, 2030 or such time as all Lots held by the Class B member(s) have been sold and conveyed, the Declarant shall be entitled to six (6) votes for each lot owned by all Class B members. At such time as all Lots held by Class B Members have been sold and conveyed, the Class B membership of the Association shall terminate and all votes shall thereafter be cast solely by Class A members. The Declarant may at its sole discretion and at any time convert Class B member(s) to Class A member(s) and give up its rights as Class B member(s).

ARTICLE III MEMBERS' MEETINGS

Section 3.01 Annual Meetings. Commencing in the calendar year 2013, an annual meeting of Members, for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held within ninety (90) days after the close of the Association's year end, at a time and place as determined by the Board of Directors. Failure to hold any annual meeting or meetings shall not cause a forfeiture or dissolution of the Association.

Section 3.02 Special Meetings. Except as otherwise provided by law or by the Certificate of Formation, special meetings of the Members may be called by the president, the Board of Directors or the holders or not less than forty (40) percent of the votes entitled to be cast at such meeting, and shall be held at such place, and at such time, as may be stated in the notice calling such meeting. Business transacted at any special meeting of Members shall be limited to the purpose stated in the notice of such meeting.

Section 3.03 Notice of Meetings - Waiver. Written or printed notice of each meeting of Members stating the place, day and hour of any meeting, and, in case of a special Members' meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of such meeting, either personally or by mail, by or at the discretion of the president, the Board of Directors, or the persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears in the records of the Association, with postage thereon prepaid. Such further or earlier notice shall be given as may be required by law. The signing by a Member of a written waiver of notice of any Members' meeting, whether before or after the time stated in such waiver, shall be equivalent to the receiving by him of all notice required to be given with respect to such meeting. Attendance by a Member, whether in person or by proxy, at a Members' meeting shall constitute a waiver of notice of such meeting. No notice of any adjournment of any meeting shall be required.

Section 3.04 Fixing of Record Date. For the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or any adjournment thereof, the Board of Directors of the Association may provide that as of a certain date not less than ten (10) days nor more than fifty (50) days preceding the meeting, only such individuals and legal entities being Members as of such date shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof.

Section 3.05 Quorum and Presiding Officers. Except as otherwise provided by law or these Bylaws, the holder of ten percent (10%) of the votes entitled to be cast at the meeting and represented in person or by proxy shall constitute a quorum at a meeting of Members, but the members present at any meeting, although representing less than a quorum, may from time to time adjourn the meeting to some other day and hour, without notice other than announcement at the meeting. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. The vote of the holders of a majority of the votes entitled to be cast and being present, in person or by proxy, at a meeting at which a quorum is present shall be the act of the Members' meeting, unless the vote of a greater number is required by law or the Declaration. The president shall preside at, and the secretary shall keep the records of, each meeting of Members, and in the absence of either such officer, his duties shall be performed by any officer authorized by these Bylaws or any person appointed by resolution duly adopted at the meeting.

Section 3.06 Voting at Meetings. Each Member shall have one (1) vote for each Lot he owns, on matters properly the subject of vote by Members; provided, however, that in all cases where more than one (1) party owns an interest in a Lot, only one (1) vote may be cast for such Lot and all such parties shall designate one (1) of their number to exercise such vote by an instrument in writing delivered to the secretary of the Association (failing which, no vote with respect to such Lot shall be counted for any purpose). Until such time as Class B membership shall cease pursuant to Section 2.04 hereof, all votes of the Association shall be cast by the Class B members, to the exclusion of the Class A members. At such time as the Class B membership shall

cease pursuant to Section 2.05 hereof, all votes thereafter shall be cast solely by Class A members. Declarant may at its sole discretion, if evidenced by a writing signed by Declarant and expressly stating such purpose, at any time convert Class B member(s) to Class A member(s) and give up its rights as Class B member(s).

Section 3.07 Proxies. A Member may vote either in person or by proxy executed in writing by such Member, or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless expressly provided therein to be irrevocable (and in no event shall it be irrevocable for more than eleven months) or unless otherwise made irrevocable by law.

Section 3.08 Cumulative Voting. No Member shall have the right to cumulate his vote in any election of directors.

Section 3.09 Record of Members. The Association shall keep at its principal office a record of its Members, giving the names and addresses of each Member.

Section 3.10 Action Without Meeting. Any action required by statute to be taken at a meeting of the Members of the Association, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, if done in compliance with relevant provisions of the Texas Business Organizations Code and these Bylaws, any such signed consent, or a signed copy thereof, shall be placed in the minute book of the Corporation.

ARTICLE IV BOARD OF DIRECTORS

Section 4.01 Number, Qualifications and Term. The affairs of the Association shall be managed and controlled by the Board of Directors; and, subject to any restrictions imposed by law, by the Certificate of Formation, by the Declaration or by these Bylaws, the Board of Directors may exercise all the powers of the Association. Specifically, but without limitation, the Board of Directors shall be entitled to take such actions, and to give and withhold such consents, as may be required of the Association under the provisions of the Declaration. The initial Board of Directors shall consist of three (3) members (the "Initial Directors"). After the initial Board of Directors is no longer managing the Association, the Board shall be increased to five (5) members who will be elected in the following manner: two Board members for a term of one (1) year; two Board members for a term of two (2) years; and one Board member for a term of three (3) years. The term that each individual receives will be based on the number of votes that they receive, i.e., the highest vote getter receives the longer terms. After the first election, each Board member will be elected for term of three (3) years. The Board members (not the initial Board) shall be members of the Association.

Section 4.02 Removal. Any director or the entire Board of Directors may be removed from office for cause at any special meeting of Members upon the affirmative vote of a majority of the votes entitled to be cast at the meeting and present in person or by proxy, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If the notice calling such meeting shall have so provided, the vacancy caused by such removal may be filled at such meeting by the affirmative vote of a majority of votes entitled to be cast at the meeting and present in person or by proxy.

Section 4.03 Vacancies. Any vacancy occurring in the Board of Directors may be filled by the vote of a majority of the remaining directors, even if such remaining directors comprise less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any position on the Board of Directors to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting of the Members, or at a special meeting of Members duly called for such purpose. Notwithstanding anything contained in these Bylaws to the contrary, should each of the Initial Directors simultaneously resign prior to the expiration of each Initial Director's

respective term, the vacancies in the Board of Directors shall be filled by the vote of a majority of the resigning Initial Directors, provided that each director elected to fill such vacancy shall be elected for the unexpired term of the applicable resigning Initial Director being replaced.

Section 4.04 Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, at such place as the Board of Directors deem, and at such other times and places as the Board of Directors shall determine. Notice of each regular meeting will be given to each director at his usual business or residence address by mail at least three (3) days before the meeting or by telegraph, fax, or telephone at least one (1) day before such meeting.

Section 4.05 Special Meetings. Special meetings of the Board of Directors shall be held at any time by call of the chairman of the Board of Directors, the president or any two (2) directors. The secretary shall give notice of each special meeting to each director at his usual business or residence address by mail at least three (3) days before the meeting or by telegraph, fax, or telephone at least one (1) day before such meeting. Except as otherwise provided by law, by the Certificate of Formation or by these Bylaws, such notice need not specify the business to be transacted at, or the purpose of, such meeting. No notice shall be necessary for any adjournment of any such meeting. The signing of a written waiver of notice of any special meeting by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the receiving of such notice. Attendance of a director at a meeting shall also constitute a waiver of notice of such meeting, except where a director attends a meeting for the express and announced purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.06 Quorum. A majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business and the act of not less than a majority of such quorum of the directors shall be required in order to constitute the act of the Board of Directors, unless the act of a greater number shall be required by law, by the Certificate of Formation or by these Bylaws, Directors present by proxy may not be counted toward a quorum,

Section 4.07 Procedure at Meetings. Annually, the Board of Directors shall appoint one (1) of their number both as chairman of the Board of Directors and president of the Association. The chairman of the Board of Directors shall preside at meetings of the Board of Directors. In his absence at any meeting, any officer authorized by these Bylaws or any member of the Board of Directors selected by the directors present shall preside. The secretary of the Association shall act as secretary at all meetings of the Board of Directors. In his absence, the presiding officer of the meeting may designate any person to act as secretary. At meetings of the Board of Directors, the business shall be transacted in such order as the Board of Directors may from time to time determine.

Section 4.08 Presumption of Assent. Any director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who votes in favor of such action.

Section 4.09 Action Without a Meeting. Any action required by statute to be taken at a meeting of the directors of the Association, or which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by each director entitled to vote at such meeting, and such consent shall have the same force and effect as a unanimous vote of the directors. Any action done without a meeting must comply with Section 209.005, Texas Property Code. Such signed consent, or a signed copy thereof, shall be placed in the minute book of the Corporation.

Section 4.10 Compensation. Directors as such shall not receive any compensation for their service.

Section 4.11 Committees. The Board of Directors may designate one (1) or more committees, which committees shall consist of two (2) or more persons, all of whom shall be directors or members of the Association. Such committees may exercise such authority of the Board of Directors in the affairs of the Association as the Board of Directors may by resolution duly delegate to it except as prohibited by law. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon him by law. Any member of the committees may be removed by the Board of Directors by the affirmative vote of a majority of the number of directors fixed by the Bylaws whenever in the judgment of the Board of Directors the best interests of the Association will be served thereby.

Section 4.12 Open Meetings. All meetings of the Board of Directors shall be held in compliance with Section 204.0051 of the Texas Property Code.

The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required. The minutes of the proceedings of the committees shall be placed in the minute book of the Association.

ARTICLE V GENERAL POWERS AND DUTIES OF THE BOARD

Section 5.01 Powers and Duties. The affairs of the Association shall be conducted by the Board of Directors. In addition to the powers and duties enumerated in the Declaration or elsewhere herein, and without limiting the generality thereof, the Board of Directors, for the mutual benefit of the Members, shall have the powers and/or duties set forth in the Declaration and the following powers and/or duties.

(a) **To Enforce Terms of the Declaration.** If, as and when the Board of Directors, in its sole discretion, deems necessary it may take such action to enforce the terms and provisions of the Declaration, the Certificate of Formation and these 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, the promulgation and enforcement of the Association rules which may include the establishment of a system of fines and/or penalties enforceable as special individual assessments as provided in the Declaration and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;

(b) **To Manage Common Areas.** To acquire (free and clear of any encumbrances), maintain and otherwise manage all or any part of the Common Areas and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;

(c) **To Execute Declarations.** To execute all declarations of ownership for tax assessment purposes and to pay any and all real and personal property taxes and other charges or assessments assessed against the Common Areas, if any, unless the same are separately assessed to all or any of the Owners, in which event such taxes shall be paid by such Owners;

(d) **To Secure Services.** To obtain, for the benefit of the Common Areas, all water, gas and electric services, refuse collections, landscape maintenance services and other services, which in the opinion of the Board of Directors shall be necessary or proper;

(e) **To Grant Easements.** To make such dedications and grant such easements, licenses, franchises and other rights, which in its opinion are necessary for street, right-of-way, utility, sewer, drainage and other similar facilities or video services, cable television services, security services, communication services and other similar services over the Common Areas to serve the Areas or any part thereof;

(f) **To Contract for Insurance.** To contract for and maintain such policy or policies of insurance as may be required by the Declaration or as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

(g) **To Borrow.** To borrow funds to pay costs operation or for capital improvements to the extent deemed advisable by the Board;

(h) **To Contract.** To enter into contracts for legal and accounting services, maintain one (1) 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 and enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association;

(i) **To Provide Legal Defense.** If, as and when the Board of Directors, in its sole discretion, deems necessary it may, but shall not be obligated to, take action to protect or defend the Common Areas or other property of the Association from loss or damage by suit or otherwise;

(j) **To File Law Suit.** If, as and when the Board of Directors, in its sole discretion, deems it necessary it may, but shall not be obligated to, sue and defend in any court of law on behalf of the Association or one (1) or more of its Members this includes any claim against an Owner that is also I the nature of an "enforcement action" under the Owners Protection Acc found in Section 209.001 et. seq. of the Texas Property Code;

(k) **To Maintain Contingency Fund.** To establish and maintain a working capital and/or contingency fund in an amount to be determined by the Board;

(l) **To Make Operating Rules and Regulations.** To make reasonable rules and regulations for the operation and use of the Common Areas and to amend same from time to time;

(m) **To Provide Annual Report.** To make an unaudited annual report available at the annual meeting to each Owner and any individual or entity holding a mortgage or deed of trust on any Lot;

(n) **To Collect Insurance Proceeds.** 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 as set forth in the Declaration;

(o) **To Provide Member Benefits.** To provide services for the benefit of Members including but not limited to security, entertainment, recreation, education, and television cable;

(p) **To Delegate.** To delegate its powers and duties to committees, officers or employees as provided in these 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;

(q) **To Keep Records.** To cause to be kept a complete record of all its acts 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 such statement is requested in writing by twenty-five percent (25%) or more of the outstanding votes of the Members, regardless of class;

(r) **To Elect Officers.** To elect the officers of the Association, as provided in these Bylaws;

(s) **To Fill Vacancies.** To fill vacancies on the Board of Directors, in accordance with the Bylaws hereof; and

(t) **To Have Incidental Operation.** Generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Areas.

ARTICLE VI OFFICERS AND THEIR DUTIES

Section 6.01 Enumeration of Officers. The officers of the Association shall be as follows:

- (a) A President, who shall at all times be a member of the Board;
- (b) A Vice President, who shall at all times be a member of the Board;
- (c) A Secretary, who may or may not be a member of the Board;
- (d) A Treasurer, who may or may not be a member of the Board; and
- (e) Such other officers as the Board of Directors may from time to time by resolution create, who may or may not be members of the Board of Directors.

Section 6.02 Election of Officers. At its organizational meeting following the incorporation of the Association, the Directors shall elect officers. Thereafter, the election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 6.03 Term. As necessary, the respective officers shall be elected annually by the Board of Directors and each officer shall hold office for one (1) year unless an officer shall sooner resign, be removed, or otherwise become disqualified to serve.

Section 6.04 Special Appointments. The Board of Directors may elect such other officers or appoint such other agents as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 6.05 Resignation and Removal. Any officer may be removed from office by the Board of Directors with or without cause. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.06 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

Section 6.07 Multiple Offices. The offices of President and Secretary may not be held by the same person. Otherwise, the same person may hold multiple offices.

Section 6.08 Duties. The duties of the officers are as follows:

(a) **President.** The president shall (i) preside at all meetings of the Board of Directors; (ii) see that orders and resolutions of the Board of Directors are carried out; (iii) sign all leases, mortgages, deeds and other written instruments; provided, however, that any duly authorized officer may sign checks and promissory notes; and (iv) shall perform such other duties as may be required by the Board of Directors.

(b) **Vice President.** The Vice President shall (i) act in the place and stead of the President in the event of the President's absence, inability or refusal to act and (ii) shall exercise and discharge such other duties as may be required by the Board of Directors.

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

(d) **Treasurer.** The Treasurer shall (i) receive and deposit in appropriate bank accounts all moneys of the Association; (ii) disburse such funds as directed by resolution of the Board; (iii) maintain the financial records of the Association; and (iv) perform such other duties of a similar nature as may be required by the Board of Directors.

ARTICLE VII AMENDMENTS

The power to alter, amend, or repeal these Bylaws, or to adopt new Bylaws, shall be vested in the Members of the Association by fifty-one percent (51%) vote of the eligible Members; however, such power may be delegated by the Members to the Board of Directors by fifty-one percent (51%) vote of the eligible Members. During the time that Declarant owns any Lots the Declarant in its sole discretion and without a vote or the consent of any members may modify, amend or repeal these Bylaws.

ARTICLE VIII COMMITTEES

The Board of Directors and/or the Declarant shall appoint an Architectural Control Committee, as provided in the Declaration. The provisions of Article VII and VIII of the Declaration specifically set forth the rights, duties, obligations, responsibilities and liabilities of the Architectural Control Committee and its members and those provisions are incorporated herein by reference for all purposes. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX BOOKS AND RECORDS

Section 9.01 Inspection by Members. The membership register, books of account and minutes of meetings of the Members, of the Board of Directors and of committees shall be made available for inspection and copying by any Member or by the Member's appointed representative, at any reasonable time and for a

purpose reasonably related to the Member's interest, at the office of the Association or at such other place as the Board of Directors shall designate.

Section 9.02 Rules for Inspection. The Board of Directors shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (b) Hours and days of the week when such an inspection may be made; and
- (c) Payment of the cost of reproducing copies of requested documents.

Section 9.03 Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned by the Association.

The rights of inspection by a director include the right to make extra copies of documents.

ARTICLE X ASSESSMENTS

The provisions of Article V and Article VI of the Declaration specifically set forth the rights, obligations and liabilities of the Association and its Members relative to the levy, collection and use of assessments and those provisions are incorporated herein by reference for all purposes.

ARTICLE XI INDEMNIFICATION

Section 11.01. Subject to the applicable provisions of the Texas Business Organizations Code and other relevant Texas law, the Association may indemnify directors, officers, agents and employees as follows:

1. Extent.

(a) **Statutory Required Indemnification.** The Association shall indemnify its directors and officers against reasonable expenses incurred in connection with a proceeding in which the director or officer is named as a defendant or respondent because he is or was a director or officer of the Association if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding. The Association may, at the direction and in the sole discretion of the Board of Directors, pay for or reimburse the director or officer for the payment of his reasonable expenses in advance of the final disposition of his reasonable expenses in advance of the final disposition of the proceeding, provided that the Association receives in writing (i) an affirmation by the director or officer of his good faith belief that he has met the standards of conduct necessary for indemnification under Section 8.101 of the Texas Business Organizations Code and under other relevant Texas law, and (ii) an undertaking by or on behalf of the director or officer to repay the amount paid or reimbursed if it is ultimately determined such standards of conduct have not been met.

(b) **Permitted Indemnification.** The Association, at the direction of and in the sole discretion of the Board of Directors, shall have the right, to such further extent as permitted by law, but not the obligation to indemnify any person who (i) is or was a director, officer, employee, or agent of the Association, or (ii) while a director, officer, employee, or agent of the Association, is or was serving at its request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic

corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

(c) **Insurance.** The Association may purchase and maintain insurance or another arrangement on behalf of any person who is or was a director, officer, employee, or agent of the association or who is or was serving at its request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the Association would have the power to indemnify him against that liability pursuant to the provisions of the Texas Business Organizations Code and other relevant Texas law. Furthermore, the Association, may for the benefit of persons indemnified by the Association, (i) create a trust fund; (ii) establish any form of self-insurance; (iii) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (iv) establish a letter of credit, guaranty, or surety arrangement.

ARTICLE XII AMENDMENTS

These Bylaws or the Certificate of Formation may be amended at a regular or special meeting of the Members by a vote (in person or by proxy) or written consent, regardless of class, as provided in Article VII of these Bylaws; provided, however, until such time as the Class B Membership shall have ceased and been converted in Class A Memberships, the Association shall not amend these Bylaws or the Certificate of Formation, without the prior written approval of the Class B Member.

ARTICLE XIII MISCELLANEOUS

Section 13.01 Dividends. No dividend shall be paid, and no part of the income of the Association shall be distributed, to the Members, directors, or officers of the Association.

Section 13.02 Contracts. The president shall have the power and authority to execute, on behalf of the Association, contracts or instruments in the usual and regular course of the Association's affairs, and in addition, the Board of Directors may authorize any officer or officers, agent or agents, of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or by these Bylaws, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit or to render it pecuniarily liable for any purpose or in any amount.

Section 13.03 Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of Indebtedness issued in the name of the Association shall be signed by such officers or employees of the Association as shall from time to time be authorized pursuant to these Bylaws or by resolution of the Board of Directors.


Section 13.04 Depositories. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Board of Directors may from time to time designate, and upon such terms and conditions as shall be fixed by the Board of Directors. The Board of Directors may from time to time authorize, or may delegate to any officer the power to authorize, the opening and maintaining of any such depository, as it may designate, of general and special accounts, and may make, or delegate to any officer the power to make, such, special rules and regulations with respect thereto as it may deem.

Section 13.05 Corporate Seal. The Association does not have a corporate seal; however, the Board of Directors at their sole discretion may require the use of a Corporate Seal in the future.

Section 13.06 Fiscal Year. The Fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

Section 13.07 Interpretation. In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; however, to the extent reasonably practical, the Certificate of Formation, Bylaws, and Declaration shall be construed and interpreted together as consistent and non-conflicting documents, such being the intent thereof.

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

Name: 
Title: JAMES A. RUSSELL
SECRETARY
Date: AUGUST 21, 2012

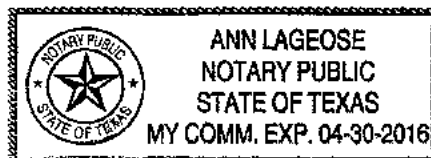
STATE OF TEXAS

COUNTY OF DALLAS

§
§
§

This instrument was acknowledged before me on the 21ST day of AUGUST 2012, by JAMES A. RUSSELL, SECRETARY of LAWLER PARK HOMEOWNERS' ASSOCIATION, INC. a Texas non-profit corporation, on behalf of said corporation.


Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Premier Communities
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/22/2012 04:12:31 PM
\$56.00 DFOSTER
20120822001048740





MINUTES OF THE ORGANIZATIONAL MEETING
OF THE BOARD OF DIRECTORS OF
LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.

The following are the Minutes of the Organization Meeting of the Board of Directors (hereinafter, "Directors") of Lawler Park Homeowners' Association, Inc. (the "Association"), a Texas non-profit corporation, which was held by unanimous consent, without the necessity for a meeting.

Signing these Minutes are Dale Clark, James A. Russell and Richard Dotter being the persons named as the initial Directors of the Association.

The Directors acknowledge that a Certificate of Formation for a Non-Profit Corporation was filed with the Secretary of State of Texas and was accepted and approved by the Secretary of State of Texas on June 20, 2012.

Therefore, the Directors:

RESOLVED, that the duplicate original of the Certificate of Formation accepted and approved by the Secretary of State of Texas be inserted in the Minute Book of the Association.

RESOLVED FURTHER, that the Association shall maintain, as part of its corporate records, a book entitled "Minute Book" which shall include, but which shall not be limited to, a copy of its Certificate of Formation, its Bylaws and amendments thereto, minutes of all meetings of its Directors and minutes of all meetings of its Members, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at Directors' meetings, the number of membership interests present or represented at Members' meetings and the proceedings thereof.

RESOLVED FURTHER, that the Secretary of the Association is directed to procure such Minute Book and such other books and records as may be required by the Association.

RESOLVED FURTHER, that the certificate representing membership interests of this Association be in substantially the same form as the form of certificate presented to the Directors; that such certificates shall be consecutively numbered, shall be issued only when the signature of the President and the corporate seal are affixed thereto, shall state on its face that the Association is organized under the laws of Texas, the name of the person to whom issued, the number and class of membership interests and the designation of the series, if any, which such certificate represents, shall set forth in full or in summary form and shall incorporate by reference such statements as are required by the Texas Business Organizations Code or any other statute; and that the Secretary is instructed to annex the form of certificate presented to the Directors to these Minutes.

RESOLVED FURTHER, that a record of all membership interest certificates issued, transferred or canceled shall be kept by the Secretary in a corporate book to be known as the membership interest register of the Association.

RESOLVED FURTHER, that the Bylaws presented to and considered by the Directors are adopted as the Bylaws of this Association and the Secretary of the Association is ordered to certify a copy of such Bylaws and insert them in the Minute Book of the Association. The Secretary is further ordered to certify a copy of such Bylaws and maintain them in the principal office of the Association, to be open for inspection by the Members at all reasonable times during office hours.

RESOLVED FURTHER, that the principal office of the Association shall be established and maintained at 16250 Knoll Trail, Suite 210, Dallas, Texas 75248.

RESOLVED FURTHER, that the following persons are elected as Officers of the Association to the offices set forth opposite their respective names:

<u>Name</u>	<u>Office</u>
Dale Clark	President
Richard Dotter	Vice President
James A. Russell	Secretary and Treasurer

and that the above Officers shall begin to serve the Association in these capacities effective immediately and shall serve until their successors are duly elected and qualified.

RESOLVED FURTHER, that the President shall have the responsibility of directing the Association to pay all applicable federal and state taxes, including Federal Insurance Contribution Act, Federal Unemployment Tax Act and withholding taxes.

RESOLVED FURTHER, that the Association issue its membership interests to and accept as members those persons who are owners of a lot as set forth in, and with the rights and privileges provided under, that certain Declaration of Covenants, Conditions and Restrictions for Lawler Park, Collin County, Texas, recorded in the Deed Records of Collin County, Texas, as said Declaration may be hereafter modified or amended.

RESOLVED FURTHER, that the Association adopt as its accounting period the fiscal year ending December 31, and that the books of account of the Association shall be maintained, the Association income shall be computed and the Association tax return shall be filed on the basis of such fiscal year.

RESOLVED FURTHER, that the Officers of the Association may be compensated in the amounts and at the times determined by the Directors.

RESOLVED FURTHER, that the Directors may receive such compensation for their services as Directors as shall be determined from time to time by resolution of the Directors. Any Director may serve the Association in any other capacity as an Officer, agent, employee or otherwise and receive compensation therefor.

RESOLVED FURTHER, that the Association be authorized to establish such bank or other financial accounts with such banks or financial institutions as the Officers of the Association deem necessary. Although this authorization shall be sufficient for the Association's purpose to establish such accounts as the Officers deem appropriate, if a bank or other financial institution requires the Association to provide any additional documentation establishing the right of the Officers to establish such accounts, the Officers of the Association may execute on behalf of the Association those additional resolutions as are requested by the bank or financial institution at which an account is to be established, with a copy of such resolution to be inserted in the Minute Book of the Association upon execution.

RESOLVED FURTHER, that inasmuch as the Association has contemporaneously herewith received consideration of the value of at least One Thousand Dollars (\$1,000.00) for the issuance of its membership interests, the Association is able to commence and transact business and incur indebtedness.

RESOLVED FURTHER, that the Association have three (3) Directors until such number is changed by the Directors and such Directors shall be Dale Clark (Director A), James A. Russell (Director B) and Richard Dotter (Director C) who shall begin to serve the Association in this capacity effective immediately and shall serve until his successors are duly elected and qualified.

Dated as of June 20, 2012.



Dale Clark, Director



James A. Russell, Director



Richard Dotter, Director

Declaration of CC&R's



20130722001024500 07/22/2013 02:53:33 PM MA 1/35

After Recording Return to:
Frisco Crossing Joint Ventures, Ltd.
16250 Knoll Trail, Suite 210
Dallas, TX 75248
Attn: James A. Russell

**DEDICATORY
SUPPLEMENTARY DECLARATION TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.
(ANNEXING CROSSING PHASE 2)**

**STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §**

This SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for LAWLER PARK (ANNEXING CROSSING PHASE 2 per Section 2.03 of the Declaration) of Crossing and of Arbor this "Supplementary Declaration" is made and entered into as of July 22, 2013 by FRISCO CROSSING JOINT VENTURE, LTD., a Texas Limited Partnership, and LPN ARBOR JOINT VENTURE, LTD., A Texas Limited Partnership (hereinafter individually referred to as the "Developer" and collectively referred to as the "Developers").

WITNESSETH:

A. WHEREAS, Developers are the owners of certain real property (the "Property") situated in the City of Frisco, Collin County, Texas and desire to create and add "Phase 2 Property" thereon a residential community with residential lots, open spaces, landscaping, streets, common lighting, fencing, drives and other common improvements for the benefit of the community; and

B. WHEREAS, Developers desire to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said open spaces, landscaping sprinkler systems, streets, common lighting, fencing, drives, and other common improvements as well as certain adjacent properties beneficial to the community; and, to this end, desires to add Phase 2 property per Exhibit A, the real Property added, referred to in Article II, together with such additional real Property as may hereafter be added as provided in Article II, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each and every owner of any part thereof; and designate Frisco Crossing Joint Venture, Ltd. as the "Declarant" hereunder for the purpose of administering and enforcing such covenants, conditions, restrictions, easements, charges and liens in accordance with this Declaration; and

C. WHEREAS, Declarant has caused a non-profit corporation to be incorporated under the laws of the State of Texas for the purpose of effecting the intents and objectives herein set forth.

D. NOW, THEREFORE, Declarant and Developers declare that the Property together with such additional real property as may here-after be added pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set-forth; provided, however, that parcels of the Property for any such additional real property shall be made and rendered subject to these Covenants and Restrictions only as provided herein or as declared by a subsequent instrument to such effect and filed in real property records of Collin County, Texas.

ARTICLE I **DEFINITIONS**

Section 1.01. As used in this Supplementary Declaration, the following terms shall have the meaning set forth below:

(a) "Addition" shall mean THE ARBOR AT LAWLER PARK PHASE I and PHASE 2 and THE CROSSING AT LAWLER PARK PHASE I and PHASE 2, Addition(s) to the City of Frisco, Collin County, Texas, according to the Plats thereof recorded in the Plat Records of Collin County, Texas and attached hereto as **Exhibit "A" of this Phase 2 Declaration**, as the same may be amended from time to time and any other phase or addition made subject to this Declaration.

(b) "Association" shall mean and refer to LAWLER PARK HOMEOWNERS' ASSOCIATION, INC., a Texas nonprofit corporation, which shall have the power, duty and responsibility of maintaining and administering the Common Properties, and collecting and disbursing the assessments and charges hereinafter prescribed, and will have the right to administer and enforce the Covenants and Restrictions.

(c) "Architectural Control Committee" or "ACC" shall mean a committee of three or more members appointed by the Board of Directors as further defined in Article VII.

(d) "Board of Directors" shall mean the Board of Directors of the Association named in the Charter and their successors as duly elected and qualified from time to time.

(e) "Building(s)" shall mean any vertical structure located on the Land.

(f) "Bylaws" shall mean the Bylaws of the Association initially adopted by the Board of Directors, as duly amended from time to time.

(g) "Charter" shall mean the Certificate of Formation of the Association filed with the Secretary of State of Texas, as duly amended from time to time.

(h) "Class A" member shall have the meaning set forth in Article 4.02(a).

(i) "Class B" member shall have the meaning set forth in Article 4.02(b).

(j) "City or Town" shall mean the City of Frisco, Texas, or its assignees,

(k) "County" shall mean the County of Collin in the State of Texas.

(l) "Common Properties" ("Common Area(s)", "Common Area Properties") shall mean and refer to (i) those certain landscape easements and open spaces, landscaped medians, landscaping improvements, plantings, fencing, sprinkler systems, and easements, among other amenities, which, with respect to the Initial Addition (as defined in the Phase I and the Arbor Phase 2 Declaration of Covenants, Conditions and Restrictions) and the Phase 2 Property, more particularly described on **Exhibit "A"** and maintained as on **Exhibit "C"** for Phase 2 attached hereto and made a part hereof for all purposes, all of which are intended to be devoted to the common use and enjoyment of the Owners; and (ii) any areas of land, improvements or other property rights within the Property, once such parcel is made subject to these Covenants and Restrictions, which are known, described or designated or which shall subsequently become known, described or designated as Common Properties intended for or devoted to the common use and enjoyment of the Owners, together with any and all improvements that are now or may hereafter be constructed thereon. In certain circumstances, Common Properties may not be owned by the Developers or the Association in fee, but may, in some instances, be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Developers or the Association but which are maintained by the Association or the Developers for the use and benefit of the Owners and the Property. An example of areas of Common Properties which may not be owned or leased by the Association or the Developers but would constitute a portion of the Common Properties would be landscaped areas appurtenant to and within public rights-of-way. The Declarant or either of the Developers may hold record title to all or a portion of the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Owners to use and enjoy the Common Properties, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant or such Developers) after the Association has been incorporated, convey or grant to the Association those portions of the Common Properties which are owned by the Declarant or the Developers in fee, as an easement. Common Properties may be added, deleted or modified by the Declarant.

(m) "Common Expenses" shall mean all costs and expenses payable by the Association pursuant to the provisions of these Covenants, the Bylaws or a resolution duly adopted by the Board of Directors or the Owners.

(n) "Covenants" shall mean the covenants, conditions, easements, charges, servitudes, liens, reservations and assessments set forth herein and the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS relating to both THE ARBOR AT LAWLER PARK PHASE I and PHASE 2 as filed and THE CROSSING AT LAWLER PARK PHASE I as filed AND PHASE 2 TO BE FILED as a part of this the CROSSING PHASE 2 Declaration.

(o) "Deed" shall mean a deed or other instruments conveying the fee simple title to a Lot.

(p) "Declarant" is and shall mean Frisco Crossing Joint Venture, Ltd., a Texas limited partnership, and its successors and assigns, being any party to whom it shall expressly assign in writing its rights, powers, privileges or prerogatives hereunder.

(q) "Declaration" shall mean, the Original Declaration, the Arbor Phase 2 Declaration and this Supplementary Declaration for Crossing Phase 2 and as amended by future Supplementary Declarations or amendments.

(r) "Developer(s)" is and shall mean FRISCO CROSSING JOINT VENTURE, LTD., a Texas limited partnership, and LPN ARBOR JOINT VENTURE, LTD., a Texas limited partnership, and its successors and assigns, being any party to whom it shall expressly assign in writing its rights, powers, privileges or prerogatives hereunder.

(s) "First Lien Indebtedness" shall mean any indebtedness incurred for the acquisition of a Lot/Residence or construction of a Residence on a Lot which, by its terms, is secured by a first and prior lien or encumbrance upon a Lot, and any refinancing of any such indebtedness.

(t) "First Mortgagee" shall mean any bank, insurance company, savings and loan association, mortgage company, agency or instrumentality of the United States Government or other institutional holder of First Lien Indebtedness.

(u) "Home Builder" or "Builder" shall mean any builder building a Residence upon a Lot in the normal course of the builder's business for profit.

(v) "Initial Addition" shall mean THE ARBOR AT LAWLER PARK PHASE I and PHASE 2 and THE CROSSING AT LAWLER PARK PHASE I, Additions(s) to the City of Frisco, Collin County, Texas, according to the Plats thereof recorded in the Plat Records of Collin County, Texas and attached to the Phase I Covenants, Conditions and Restrictions as Exhibit "A", as the same may be amended from time to time and any other phase or addition including The Crossing at Lawler Park Phase 2 made subject to the Declaration.

(w) "Land" shall mean the Phase I and Phase 2 Property and the Additional Property, together with all and singular the rights and appurtenances pertaining thereto, and any other tract or land made subject to this Declaration as a result of the recording of a Supplemental Declaration pursuant to Section 2.03 below.

(x) "Lot" or "Lots" shall mean, individually or collectively, those certain Lots designated as Lots from Exhibit "A" on the original Declaration, Lots from Exhibit "A" from Arbor Phase 2 and this Declaration regarding Crossing Phase 2 Exhibit "A" or those which may be added or changed on the final plat filed with the City of Frisco, for The Crossing at Lawler Park - Phase I and Phase 2 and/or The Arbor at Lawler Park - Phase I and Phase 2, additions to the City of Frisco, Texas, according to the Plats thereof recorded per Section 1.01 (a), plus Lots on any other Land subsequently made subject to this Supplemental Declaration ("Future Phase(s)").

(y) "Owner" shall mean and refer to the person or persons, entity or entities, who own of record fee simple title to a Lot, including Lots on other Land subsequently made subject to this Declaration per Section 2.03 below. The foregoing is not intended to include persons or entities holding an interest merely as security for the performance of an obligation.

(z) "Plat" (see Exhibit A for filing information) shall mean that certain Plat depicting the Addition, as recorded per Section 1.01 (a) or prior or future Plat(s) as made subject to this Declaration per Section 2.03.

(aa) "Property" shall mean Phase I and Phase 2 of either/or The Crossing at Lawler Park and Phase I and Phase 2 of The Arbor at Lawler Park, together with such additional Land as may hereafter be subsequently added (as provided in Article II).

(bb) "Residence" shall mean that portion of a Building which is located wholly on a Lot and which is designed as a single-family dwelling unit.

(cc) "Subdivision" shall mean the same as "Addition" in Section 1.01(a),

(dd) "Taxing Authority" shall mean Collin County, City of Frisco, and the Frisco Independent School District and any other governmental entity with taxing authority with respect to the Property.

ARTICLE II

GENERAL PROVISIONS

Section 2.01 The Land initially subject to this Declaration is located in the City of Frisco, Collin County, State of Texas, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes upon filing of these Covenants of record in the Deed Records of Collin County, Texas, the Land shall be subject to the Covenants and said Covenants shall run with, be for the benefit of, and bind and burden the Land.

Section 2.02 As of the date this Supplementary Declaration is filed of record in the Deed Records of Collin County, Texas, the Covenants shall be binding upon and for the benefit of each Owner and such Owner's heirs, executors, administrators, trustees, personal representatives, successors and assigns, whether or not so provided or otherwise mentioned in the Deed.

Section 2.03 Additional Land(s) may become subject to this Supplementary Declaration in any of the following manners:

(a) The Declarant may add or annex additional real property (whether such real Property is owned by Declarant or others) to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") which shall extend the scheme of the Covenants and Restrictions of this Declaration to such Property; provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Property and which are not materially inconsistent with this Declaration and which do not materially adversely affect the concept of this Declaration.

(b) In the event any person or entity other than the Declarant desires to add or annex additional Property to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.03, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the Property added.

(d) The Declarant shall have the right and option without the joinder, approval or consent of any person(s) or entity(ies) to cause the Association to merge or consolidate with any similar association then having jurisdiction over real Property located (in whole or in part) within one (1) mile of any real Property then subject to the jurisdiction of the Association. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, 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, together with the covenants and restrictions established upon any other properties as one scheme.

(e) Notwithstanding the fact that the Declarant may not be a Class A or Class B Member by virtue of its sale, transfer or conveyance of all of its right, title, and interest in the Property, the Declarant shall continue to be entitled to implement and exercise all its rights under and pursuant to this Section 2.03 and all of the subsections hereof. Even though the Declarant may not be a Class A or Class B Member prior to an annexation, merger or consolidation permitted by this Section 2.03 subsequent to such annexation, merger or consolidation, the Declarant shall be and become a Class B Member with respect to the Lots owned by it within the Property, as such Property has been expanded or increased by the annexation, merger or consolidation. The Declarant's rights as a Class B Member shall be governed by this Declaration and the Articles of Formation and Bylaws of the Association, as same may be amended or altered by, and in accordance with, the annexation, merger or consolidation.

FOR CROSSING LOTS – ONLY

ARTICLE III - USE RESTRICTIONS

Section 3.01 The Property and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied and are hereby restricted as follows:

(a) **Limited to Residential Purposes.** Except as otherwise provided in this Declaration, Lots shall be used only for single family, private residential purposes and activities reasonably related thereto. This section shall not be construed so as to prohibit the conduct of a reasonable amount of in-home work, such as computer work or similar activities, provided that such work or activity does not involve the parking of vehicles of employees, consultants, or other parties other than the occupants of the Residence in question, and does not involve the delivery or pick-up of any materials or services. No church may be maintained on the Property. The owners of any Lot shall have the right to lease or rent all, but not less than all, of such Lot, with the Residence and appurtenances thereon. Any such lease or tenancy is and shall be subject to all of the provisions of this Declaration. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex, duplex apartment, garage apartment, or other apartment use, or for commercial or professional uses (except as expressly provided in Section 3.01(r) hereof). The restrictions on use herein contained shall be cumulative of, and in addition to, such

restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City, or any other governmental authority having jurisdiction over any Lot.

(b) **Minimum Floor Space** - Any Residence constructed on the Land shall have a minimum of 2,600 square feet of air conditioned space.

(c) **Antennas and Aerials** - All television antennas and other antennas and aerials shall be located inside the attic of the Residence constructed on the Lot. Satellite dishes one meter or smaller may be placed on the roof of a Residence as long as the dish is not mounted on the roof facing a street. Towers of any kind are prohibited. No exterior television, radio or other antenna of any type shall be placed, allowed or maintained upon any Lot or Building without prior written approval and authorization of the Board of Directors.

(d) **Building Line** - Buildings shall not be located on any property or Lot nearer to the property line than is allowed by City zoning set backs.

(e) **Easements** - Easements for drainage facilities and easements for the installation and maintenance of utilities are reserved as shown on the recorded Plat, including without limitation easements for the benefit of the City, HOA, the telephone company, the electric company and other utility companies such as the gas company and the cable company, and their respective successors in their installation, operation, maintenance and ownership of service lines from the property lines to the Residence in the Addition. None of the following (Declarant, Developer, HOA, any utility company, the City, or any other party properly using such easements) shall be liable for any damages done to shrubbery, trees, flowers, swimming pools, any Building or any other property and/or improvements of the Owner which are located within the area covered by said easements.

(f) **Disease and Disrepair** - No Building shall be permitted to fall into disrepair, and each Building shall at all times be kept in good condition and repair, adequately painted or otherwise finished, and no Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects.

(g) **Exterior Storage and Vehicles** - No exterior storage such as storage buildings, greenhouses and workshops shall be permitted. Detached garages are permitted within building set back lines. This provision shall apply without limitation to wood piles, camping trailers, boat trailers, travel trailers, other trailers, boats, mobile homes and un-mounted pickup camper units. None of the foregoing vehicles shall at any time be used as a residence or office on any Lot, temporarily or permanently. Also without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition or appearance shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in daily use, except pursuant to written approval and authorization of the Board of Directors. Structures must be built of the same material as the Residence.

(h) **The Exterior Surface** - Seventy-Five percent of the exterior surface of all Residences shall be constructed of masonry and windows. Masonry is defined as clay fired brick, natural stone, or stucco on metal lathe. No E.I.F.S. or synthetic stucco

systems are allowed on exterior elevations or on any chimney. Walls facing the street shall be 100% masonry materials except for walls above the first floor which do not line up with the first floor exterior.

- **Windows** – All windows shall be wood, vinyl clad finished wood or solid vinyl windows. All windows facing a street must be divided lite.
- **Roofing** – 30 year dimensional shingles such as “Owens Corning Duration Textured” composite or approved equivalent, “weathered wood”, “Driftwood”, “slate” or “charcoal” color. All roofs shall be constructed at a minimum pitch of 10/12 unless otherwise approved by the Board of Directors.
- **Chimneys** - All chimneys and fireplaces on exterior walls facing the front or facing a side street (a chimney is considered to be on an exterior wall if it penetrates the roof within five (5) feet of the foundation line) shall have a brick or other masonry material facing except as specifically approved by the Board of Directors. Chimneys not on exterior walls and behind the roof ridge may be Hardy Board and do not have to be masonry. Variances need to be approved by the Board of Directors.
- **Critical Corner Lots and Critical Rear Elevation Lots** – Lots 6, 13, 14 and 23 of Block N; Lots 1, 11, 12 and 22 of Block O; and Lot 1 of Block P are considered Critical Corner Lots and Lots 1, 2, 3, 4, and 5 of Block N are considered Critical Rear Lots. These Lots will be required to have architectural elements on the side and/or rear elevation facing a street or common area which would not be required if the same plan were built on an interior lot. This requirement may be accomplished by one or more of the following: dormers, enhanced gables, shutters, chimney details, bay windows, side porches, etc. Each separate plan is required to be reviewed and approved by the Architectural Control Committee before construction begins.
- **Gutters** - The entire structure shall be guttered with downspouts.

(i) **Garages**, (1) Each Residence erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. When three car garage doors face a street, the third car garage shall be offset by a minimum of 30". All garage doors shall be closed at all times when not in use. Cedar clad doors or Board of Directors approved alternative are required on all garages. Garage doors at the rear of a house in an alley are not restricted to Cedar clad doors. All garage doors shall be equipped with automatic remote controlled door openers. Detached garages shall use the same exterior material as the Residence unless otherwise approved in writing by the ACC and the Board of Directors. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles unless approved in writing by the ACC and the Board of Directors.

(j) **Retaining Walls** - shall be of brick, stone or as approved by the ACC and the Board of Directors.

(k) **Fencing** – No wood fence shall exceed six (6) feet in height. Open metal fencing shall not exceed Sixty (60 inches) in height and shall be Tiger Drylac powder coat RAL colors - 6015. Brick or stone walls attached to a Residence as an architectural

element must be approved, on a case by case basis, by the ACC and the Board of Directors. (Refer to Exhibit "B" for detailed information on fencing requirements which may vary significantly depending upon the location of the Lot within the Property).

See Exhibit "B"

(l) **Fires** - No open fires or burning shall be permitted on any Lot at any time and no incinerators or like equipment shall be placed, allowed, or maintained upon any Lot. This rule shall not preclude the use, in customary fashion, of outdoor residential barbecue grills. An outdoor fireplace or gas ring is acceptable; however, a wood fire pit is not acceptable.

(m) **Garbage / Trash** - To the extent possible, it is the intent for trash and trash receptacles to be kept in the Garage. No garbage or trash will be placed about the exterior of any Building, except in receptacles meeting the specifications of the City and the Board of Directors. In addition, the placement of all such receptacles shall be screened with landscape materials as to not be visible from the street in front of the Lot and shall be subject to reasonable rules and regulations of the Board of Directors. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property or Lot in a neat and attractive manner. Upon failure to maintain any Lot, the Declarant, Developer or the Board of Directors may, at its option, have the grass, weeds and vegetation cut as often as reasonably necessary in its judgment, and the Owner of such property shall be obligated, when presented with an itemized statement, to reimburse said Developer or Association for the cost of such work as provided for in Article VI of these Covenants.

(n) **Erosion Control** - Each construction site must maintain erosion control measures to prevent transfer of silt. Builders must file SWPPP with the TCEQ and maintain best practices listed therein.

(o) **Landscaping** - All front yards must be landscaped and have a grass or other similar ground cover within sixty (60) days of the completion of the Residence. Street trees between the curb and sidewalk on 60' right-of-way required by the City of Frisco shall be as described on the attached Exhibit "G". (see Exhibit "G")

(p) **Statuary** - No stone, cast stone, plastic, fiberglass, or any other material statuary, fountains or other such decorative yard art shall be allowed in the front yards visible from the street. This requirement covers and includes everything from pink flamingos to elaborate three-tier fountains.

(q) **Drainage** - Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After the Residence to be constructed on a Lot has been substantially completed, the Lot will be graded in conformity with the general drainage plans for the subdivision. No dams shall be constructed nor any other alteration or change be made in the course or flow of any waterway or drainage course, crossing or abutting any Lot without the prior written consent of the Board of Directors.

(r) **Legal Adherence** - No Lot shall be maintained or utilized in such manner as to violate any applicable statute, ordinance, or regulation of the United States of America, the State of Texas, the County(1.01(k)), the City, OR ANY OTHER GOVERNMENTAL AGENCY OR SUBDIVISION HAVING JURISDICTION IN THE PREMISES.

(s) **Lot** - No Lot shall be maintained or utilized in violation of the Covenants.

(t) **Machinery** - No machinery, fixtures or equipment of any type, including without limitation, heating, air conditioning, or refrigeration equipment shall be placed, allowed, or maintained upon any Lot, except with the prior written approval and authorization of the ACC and the Board of Directors. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills.

(u) **Mailbox** - All mail boxes shall be dark bronze in color #TXF54-XX15-3X Brandon Industries, McKinney, TX (972-542-3000) or approved equivalent. Exhibit "E"

(v) **Mining** - No oil exploration, drilling, development or refining operation; no quarrying or mining operations of any kind, including oil wells, service tanks, tunnels, or mineral excavations or shafts shall be permitted upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, or permitted on any Lot. Water wells are not allowed on individual lots; however, water wells are allowed on Common Properties for the maintenance of such Common Properties.

(w) **Outside Lighting** - No outside lighting (other than porch lighting, patio lighting and indirect lighting) shall be placed, allowed, or maintained on any Lot without prior written approval and authorization of the ACC and the Board of Directors. Upon being given notice by the Board of Directors that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

(x) **Flag Poles** - no free standing flag poles shall be permitted on any Residence unless they meet the following and are approved by the ACC: One flag pole no more than 20 feet in height is allowed with the following restrictions. Only the following flags may be flown - (1) the flag of the United States of America; (2) the flag of the State of Texas or (3) an official or replica flag of any branch of the United States armed forces. These restrictions require that only the following flags may be flown: (A) the flag of the United States may be displayed in accordance with 4 U.S.C. Sections 5-10; (B) the flag of the State of Texas be displayed in accordance with Chapter 3100, Government Code; and (C) a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling; (D) the display of a flag, or the location and construction of the supporting flagpole, to comply with applicable zoning ordinances, easements, and setbacks of record; and (E) a displayed flag and the flagpole on which it is flown be maintained in good condition and that any deteriorated flag or deteriorated or structurally unsafe flagpole be repaired, replaced, or removed. The location of the flagpole must be approved by the ACC and the Board of Directors. A flagpole may not be more than 20 feet in height. The size of the flag must be approved by the ACC and the Board of directors. Lights (size, location and intensity) if any, must be approved by the ACC and the Board of Directors. Flag poles must be installed such

that noise is abated from an external halyard. Property owners are prohibited from flying any flag on property that is owned or maintained by the Homeowners' Association.

(y) **Pets** - No animals, reptiles, fish or birds of any kind shall be raised, bred or kept on any Lot except pursuant to prior written approval of the Board of Directors; provided, however, that dogs, cats, birds or fish may be kept therein as household pets as long as, in the discretion of the Board of Directors, the pet is not, or does not become, a nuisance, threat, or otherwise objectionable to other owners.

(z) **Pools** - The location and design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia must be approved in writing by the ACC and Board of Directors. No above-ground swimming pools shall be installed.

(aa) **Basketball Goals/Soccer/Hockey Nets etc.** - A permanent basketball goal is allowed under certain conditions. **NO TEMPORARY PORTABLE GOAL OF ANY KIND IS ALLOWED.** Basketball goals may be on a pole or on the garage at the rear of the house if the lot has an alley entry. Basketball goals may be on a front swing in type garage or pole as long as it does not face the street and the center of the goal is at least ten feet behind the building line. Basketball goals must meet the following specifications: Goalrilla #GS60av Tempered clear glass, 60" x 36" board, (if used 5.5" pole) pro style flex or Goalith #GB60brs tempered clear glass, 60"x33", (if used 4" x 4" two piece pole) flex style or an equivalent goal in quality and style. All allowable goals, and the location of such goal, must be approved in writing by the Board of Directors before installation.
(See Exhibit "F")

(bb) **Signs and Advertisement** - Except with respect to signs and advertisements placed and maintained by the Developer prior to the conveyance of all of the Lots, no exterior signs or advertisements of any type may be placed, allowed or maintained on any Lot without prior written approval and authorization of the Board of Directors, except a dignified "for sale" sign (of not more than six (6) square feet in size) may be utilized by the Owner of the respective Lot for any proposed sale thereof. Model Home signs and all other signs to be placed upon any Lot must first be submitted to and approved by the Board of Directors prior to being displayed on any Lot. Political signs not in excess of six (6) square feet in size may be erected on Lots (but not within Common Properties) for a period of ninety (90) days prior to the applicable election until the date fifteen (15) days after the applicable election. For "Rent" signs are prohibited.

(cc) **Subdividing Lots** - No Lot shall be further subdivided and no portion less than all of any such Lot, or any easement or any other interest therein, shall be conveyed by any Owner. Two Lots may be combined into one Lot; however, in all such cases, homeowners' dues are paid for two Lots.

(dd) **Trucks, Boats, Trailers etc.** - Trucks having a carrying capacity in excess of 3/4 ton, any vehicle with printed advertisement, boats, trailers, motor home, motorcycle, any non-automobile type vehicle shall not be permitted to park overnight on the street, driveways or otherwise within the Addition at any time, except those utilized by a builder during the construction of the Residences.

(ee) **Unsightly Appearance** - No Lot shall be maintained or utilized in such a manner as (in the discretionary judgment of the Board of Directors) to present an unsightly appearance (including but not limited to clothes drying within public view), or as to unreasonably offend the morale of or as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, other Owners or residents of the Land; and no noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted thereon.

(ff) **Utility Lines** - All utility lines from each Residence to the common utility lines (i.e., water, gas, sewer, power, etc., utility lines which carry any utility to or sewage from such Residence) shall be maintained by the Owner of such Residence at his own cost and expense.

(gg) **Inflammatory / Explosive** - No vehicle of any size which transports inflammatory or explosive cargo may be allowed in the Addition at any time.

(hh) **There shall not be erected on any Lot a Residence whose quality of structure and finish does not meet minimum property standards established by the Building Code of the City, nor shall any alteration or addition to any Residence be made which does not meet the same minimum property standards.**

(ii) **Wind Energy System** - no Wind Energy System (here-in defined) will be allowed on the "Property". A Wind Energy System is defined as: A wind energy conversion system consisting of a wind turbine, and/or blades, a tower, and associated control or conversion electronics, which has a rated capacity of not more than 100 KW and is intended to reduce on-site consumption of electricity or any other such system. "Property" is defined in Section 1.01 (aa) of the filed Declaration of Covenants.

(jj) **Balcony** – all balconies must be approved by the Architectural Committee and the Board of Directors. A Balcony is not allowed on back to back lots. The Board of Directors decides which lots are considered back to back lots.

Section 3.02 Common Areas:

(a) **All Common Areas** within the land are hereby restricted as follows: Common areas must maintain their original design and use and may not be changed or added onto without permission of the Declarant. No light fixtures, athletic fields, athletic scoring posts, or any other structures, improvements, or amenities shall be installed, constructed, or placed upon the Common Areas; save and except for the Amenities contemplated by the Declarant and constructed as a part of the Addition, including sprinkler systems and landscaping located upon Common Areas.

(b) **POLES FOR STREET SIGN and TRAFFIC CONTROL** – Lawler Park was allowed to upgrade poles for street signs and traffic control to match light poles under the following conditions;

The HOA has the following obligation in reference to upgraded poles:

The Maintenance of the custom sign post in this subdivision is the responsibility of the HOA, including the costs of all labor and materials. Any damaged signs shall be replaced by the HOA as soon as possible (with Stop signs replaced within 24 hours). If not replaced within 24 hours by the HOA, the City will install a sign with its standard

post which the HOA can replace later with a custom sign post. The HOA shall coordinate with the public works department to insure post are properly installed and all signage meets City of Frisco standards. All signs shall meet the standards of the Texas manual on uniform traffic control devices (TMUCTD) including color, font, size, and retro-reflectivity. The HOA shall use the City's standard street name signs purchased from the City (no substitutions are allowed). The HOA shall not install additional sign posts or install additional signs or change existing signs without approval from the Engineering services department. The HOA cannot establish its own roadway regulations (such as speed limits, parking regulations, vehicle prohibitions, etc.). The City of Frisco retains control over what signs are installed in the subdivision and retains its authority over the regulation of City streets and enforcement of traffic laws.

See Exhibit "D"

ARTICLE IV **ASSOCIATION, ORGANIZATION AND MANAGEMENT**

Section 4.01 The Board of Directors of the Association shall consist of not less than three (3) nor more than nine (9) members, the exact number to be fixed in accordance with the provisions of the Bylaws.

Section 4.02 Every Owner of a Lot shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration. The Association shall have two classes of voting memberships:

(a) **Class A:** Class A members shall be all Owners with the exception of Class B members. After Section 4.02 (b) requirements have been met, Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be members of the Association; however, the vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) **Class B:** Class B members shall be the Declarant and any Builder in the Development. All builder(s) votes are automatically conveyed to the Declarant. The Declarant, at its sole discretion, may convey a builder(s) vote back to any Builder in writing. Until the earlier of December 31, 2030 or such time as all Lots held by the Class B member(s) have been sold and conveyed, the Declarant shall be entitled to six (6) votes for each lot owned by all Class B members. At such time as all Lots held by Class B Members have been sold and conveyed, the Class B membership of the Association shall terminate and all votes shall thereafter be cast solely by Class A members. The Declarant may at its sole discretion and at any time convert Class B member(s) to Class A member(s) and give up its rights as Class B member(s).

Section 4.03 Each Owner of a Lot shall be a member of the Association, and such membership shall continue so long as such person or entity continues to be an Owner. The membership of an Owner in the Association shall be appurtenant to and may not be separated from record ownership of any Lot, and the transfer of any membership in the Association which is not made as a part of a transfer of a Lot shall be null and void. Ownership of a Lot shall be the sole qualification of being a member of the Association.

Each Owner shall comply with all rules and regulations as established by the Association from time to time.

Section 4.04 The Association shall have the duty to maintain all Common Areas on the Land and shall have the right, power, obligation and authority to do any act which is consistent with or required by the provisions of these Covenants or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

(a) The power to levy and collect Assessments (of whatever nature) for the maintenance, repair or replacement of the common areas existing on the Land and for such other purposes as are herein provided for;

(b) The power to keep accounting records with respect to all activities and operation of the Association;

(c) The power to contract with and employ others for maintenance and repair, accounting services and legal services; and

(d) The power to adopt rules and regulations concerning the operation of the Association, including, but not limited to any and all Association amenities owned by the Association;

(e) The power to appoint an Association Management Company to operate the Association;

(f) Any and all powers as contemplated by the Certificate of Formation and By-Laws. When there is a conflict between these covenants and the Certificate of Formation and By-Laws, the Board of Directors is entitled to decide which rule will apply.

Section 4.05 The Association, through the Board of Directors, shall have the right but not the obligation, to enforce these Covenants and this Declaration. If the Board of Directors shall fail or refuse to enforce these Covenants for an unreasonable period of time, after written request to do so, then any aggrieved Owner may enforce these Covenants on his own behalf by appropriate action, whether in law or in equity.

ARTICLE V **ASSESSMENTS, MAINTENANCE FUND AND ASSESSMENT LIENS**

Section 5.01 The Association shall possess the right, power, authority and obligation to establish an annual assessment sufficient, in the judgment of the Board of Directors, to pay when due all charges and expenses related to the operations of the Association, including the repayment to the Developer (with interest at the rate of 5% per annum) of the costs to development, complete and maintain water wells for the purpose of providing water to the common areas. The annual assessment for Builders and Homeowners shall be the sum of \$750.00 per Lot. The Board may revise the maximum annual assessment for each Lot, provided that the maximum annual assessment may not be increased during any calendar year more than twenty-five percent (25%) above the maximum annual assessment for the previous year unless approved by the Association's Members as provided in Article IV. This annual assessment for both Builders and home Owners shall be prorated from the closing date of the Lot through the end of the calendar year. The Developer does not pay Association dues and may, but is not obligated, to make up shortfalls in the Association expenditures. At such time as the Declarant turns

the Association over to the Association Members, the Developer would pay Association dues on Lots owned by the Developer. Association funds are used to maintain the common landscape, amenities, fountains, pools, entries, Association management, maintenance sharing with the City and other Association expenses and obligations described in this Agreement. The annual assessments so established shall be payable by the Owners on or before the twentieth (20th) day of January of each year during the term of these Covenants. If any assessment or any part thereof is not paid when due, the unpaid amount of such assessment shall be subject to a late charge fee of \$25.00 per month, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot subject thereto, and there shall be added to the amount of such unpaid assessment any and all costs of collection, expenses, interest, and reasonable attorney fees incurred by the Association. No consent or approval of the Owners shall be required for the establishment of the annual assessments contemplated by this Section.

Section 5.02 Prior to the commencement of each calendar year, the Association, through the Board of Directors, shall prepare a budget setting forth the anticipated expenses and assessment for each Lot for the ensuing year. Such budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the expenses anticipated to be incurred, and shall be accompanied by a statement setting forth each Owner's annual pro rata share thereof. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the annual assessment payable hereunder, and the failure of the Board of Directors to timely deliver the budget provided for herein shall in no event excuse or relieve an Owner from the payment of the annual assessments contemplated hereby. Any budget prepared and delivered to the Owners as hereby contemplated may be amended as and to the extent reasonably necessary, and the amount of an Owner's annual assessment changed, to correspond therewith.

Section 5.03 In addition to the annual assessments contemplated hereunder, the Association shall possess the right, power and authority to establish special assessments from time to time as may be necessary or appropriate in the judgment of the Board of Directors to pay

(i) nonrecurring expenses relating to the proper operation, management and the administration of the Association, or (ii) nonrecurring expenses relating to the proper maintenance, care, alteration, improvement, or reconstruction, of Common Properties or the improvements or amenities constructed thereon.

Section 5.04 Each Owner shall be personally obligated to pay his pro rata share of all assessments established pursuant to these Covenants. Each Owner's pro rata share shall be equal to a percentage of the total amount of the assessments established pursuant to these Covenants determined by dividing one (1) by the total number of Lots. Any unpaid assessments shall constitute the personal obligation of the Owner of such Lot at the time such assessment is due. No Owner shall be entitled to exempt himself from the liability of such Owner's obligation to pay such assessment by an abandonment of his Lot or by any other action whatsoever. Any such assessment not paid within twenty (20) days of the date due shall be subject to a monthly \$25 late charge, and the Association may, at its election, bring action at Law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot subject thereto,

and there shall be added to the amount of such unpaid assessment any and all costs of collection, interest, expenses, and reasonable attorney's fees. It shall be the responsibility of the Board of Directors to collect any such delinquent assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and such Owner's First Mortgagee if the Association has been provided with their address.

Section 5.05 An Owner's pro rata share of all assessments established pursuant to these Covenants shall be secured by a lien upon such Owner's Lot and the Residence located thereon in favor of the Association, which lien shall be prior and superior to all of the liens and encumbrances upon such Lot and Residence, regardless of how created, evidenced or perfected, other than the liens securing the payment of First Lien Indebtedness and the lien for unpaid taxes, assessments and other governmental impositions. Such lien and encumbrances may be enforced by any means available at law or in equity, including, without limitation, Expedited Foreclosure conducted in accordance with the provisions of V.T.C.A. Property Code Section 209.0092, with the Board of Directors having the power to appoint a trustee to conduct such a sale. The Association or any other Owner may be the purchaser at such foreclosure sale. Each owner hereby expressly grants the Association a power of sale in connection therewith.

Section 5.06 The Association shall promptly transmit to an Owner, such Owner's First Mortgagee, or any other interested party requesting such information, a statement setting forth the amount of any delinquent assessment payable by an Owner, as well as the amount of the annual assessment payable at the time of such request.

ARTICLE VI **IMPROPER MAINTENANCE BY OWNER**

Section 6.01 In the event any Lot (including any Building or Residence located thereon) is, in the judgment of the Board of Directors, so maintained by its Owner as to not comply with these Covenants or so as to present a public or private nuisance or so as to substantially detract from the appearance or quality of the neighboring Lots and Residences or other areas of the Land which are substantially affected thereby or related thereto, the Board of Directors, may, by resolution, make a finding to that effect specifying the particular condition or conditions which exist, and pursuant thereto deliver notice thereof to the offending Owner that unless corrective action is taken within ten (10) days, the Association will cause such action to be taken at such Owner's cost. If at the expiration of said ten (10) day period of time the requisite corrective action has not been taken, the Board of Directors shall be authorized and empowered, to cause such action to be taken and the cost (the "Maintenance Cost") thereof shall be assessed against the Lot of the offending Owner and shall be secured by the Maintenance Lien as hereinafter provided. Written notice of such assessment shall be delivered to the offending Owner, which notice shall specify the amount of such Maintenance Cost and shall demand payment thereof within thirty (30) days after the date of said notice.

Section 6.02 The Board of Directors shall have the right, at any time there are unpaid Maintenance Costs outstanding with respect to a Lot, to file with the County Clerk of the County (1.01(k)), a statement describing such Lot and declaring the amount of unpaid Maintenance Costs relating thereto in which event, upon such filing, there shall automatically be imposed upon such Lot a Lien (the "Maintenance Lien") in favor of the

Association for the amount of such unpaid Maintenance Costs relating to any such Lot. Upon payment of the Maintenance Costs secured by such Maintenance Lien by or on behalf of the Owner of the Lot against which the Maintenance Lien is imposed, the Board of Directors shall file of record with the County Clerk of the County (1.01(k)), an appropriate release of such Maintenance Lien previously filed against the Lot for such Maintenance Costs. The Maintenance Lien shall be for the sole benefit of the Association.

Section 6.03 Each Owner, for himself, his heirs, executors, administrators, trustee, personal representatives, successors and assigns, covenants and agrees:

(a) That he will pay to the Association within fifteen (15) days after the date of written notice thereof any Maintenance Costs assessed against his Lot; and

(b) That by accepting any Deed of his Lot, he shall be and remain personally liable for any and all Maintenance Costs assessed against his Lot while he is (or was) the Owner thereof, regardless of whether such Covenants or agreements are expressed in such Deed and regardless of whether he signed the Deed.

Section 6.04 If the Owner of any Lot fails to pay the Maintenance Costs when due, the Board of Directors may enforce the payment of the Maintenance Costs and/or the Maintenance Lien by taking either or both of the following actions, concurrently or separately (and by exercising either of the remedies hereinafter set forth, the Board of Directors does not preclude or waive its rights to exercise the other remedy):

(a) Bring an action at law and recover judgment against the Owner personally obligated to pay Maintenance Costs;

(b) Foreclose the Maintenance Lien against the Lot by Expedited Foreclosure in accordance with the provisions of V.T.C.A. Property Code Section 209.0092 and the right to recover a deficiency. The Board of Directors shall have the power to appoint a trustee to conduct such sale. The sale or transfer of any Lot shall not affect the Maintenance Lien. Each owner grants the Association a power of sale in connection therewith.

Section 6.05 In any action taken pursuant to Section 6.04 of this Article, the Owner shall be personally liable for, and the Maintenance Lien shall be deemed to secure the amount of, the Maintenance Cost, together a monthly \$25 handling charge, and the Association may, at its election, bring action at Law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot and Residence subject thereto, and there shall be added to the amount of such unpaid assessment any and all costs of collection expenses, interest, and reasonable attorney's fees incurred by the Association.

ARTICLE VII **ARCHITECTURAL CONTROL**

Section 7.01 The Architectural Control Committee (ACC) (herein so called), which shall be composed of three (3) or more individuals selected and appointed by the Declarant and shall serve for as long as the Declarant at its sole discretion desires or until such time as the Declarant gives control of the ACC to the Board of Directors. It is the intent of the Declarant to appoint ACC members until the last Lot in the subdivision is

built on. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of this residential development. All matters before the ACC shall be decided by majority vote of its members. At any time, the Declarant may delegate and assign to the Board of Directors, all of the Developer's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. In the event of the death, incapacity or resignation of a member of the ACC, the successor for such member shall be appointed and removed by the Declarant if such death, incapacity or resignation occurs on or before the Declarant conveys these powers to the Association. After the Declarant conveys these powers to the Association, the Board of Directors will appoint and remove the members of the ACC in addition to all the other powers the Declarant had had with regard to the ACC.

Section 7.02 No Building, fence, wall, sign, exterior light, or other structure or apparatus, either permanent or temporary shall be commenced, erected, placed or maintained upon the Land (or any Lot constituting a part thereof), nor shall alteration, excavation, subdivision or re-subdivision thereof, including without limitation changes in or alterations of grade, roadways and walkways, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location and other material attributes of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ACC. All plans and specifications submitted to the ACC shall include a plot plan showing the location of the improvements, the plan for drainage and the construction plans giving the dimensions of the plan for drainage and the construction plans giving the dimensions of all improvements and shall specify, in addition to construction diagrams and specifications, exterior materials, including brick, stone and roofing to be used and color schemes for all improvements. Plans must be submitted ten (10) days prior to any construction, and plans will be kept on file until the Residence is completed. If the ACC fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval of the ACC will be deemed to have been given, and this Article will be deemed to have been fully complied with. The ACC shall have the right, all in the sole discretion of the ACC, to disapprove any plans and specifications submitted to it for any of the following reasons:

- (a) If such plans and specifications are not in accordance with any of the provisions of these Covenants or the codes, ordinances and regulations of the City;
- (b) If the external design, elevation, appearance, location or color scheme for the proposed improvements are not in harmony with the general surroundings of the Land or with the adjacent dwellings or structures or with the topography;
- (c) If the plans and specifications submitted are incomplete;
- (d) If the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography;

(e) If the ACC deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the Association, its members or Land.

The ACC is authorized to accept whatever drawings, plans or specifications as it deems desirable within its sole discretion to be in satisfaction of the foregoing. The decision of the ACC shall be final, conclusive and binding upon all Owners during the time the Declarant appoints the ACC. When the Board of Directors appoints the ACC, the decision of the ACC is not final. An owner can appeal the ACC decision to the Board of Directors and their decision is final, conclusive and binding on all owners. Neither the ACC nor Declarant nor Developer nor Board of Directors shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications. The approval by the ACC in no way gives an opinion or approval of the structural integrity or marketability of the structure approved. In addition, the Owner is solely responsible for the plans and specifications to meet local Code and Laws. The signature of any member of the ACC on a letter, email or on any such plans and specifications with "approved" or "disapproved" written or stamped thereon shall be prima facie evidence as to such approval or disapproval being the act of the full ACC.

ARTICLE VIII **VARIANCES**

Section 8.01 The ACC may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that such is done in conformity to the intent and purposes hereof. ACC may issue Bulletins and approval from time to time to address new products and technology, over the course of the building out of the Subdivision, which it considers to be acceptable for use in the Subdivision. After the Developer conveys the power of the ACC to the Association, the Board of Directors is the only party that can grant the variances and adjustments and issue Bulletins and approvals as per this Article VIII.

ARTICLE IX **LAND SUBJECT TO THIS DECLARATION**

Section 9.01 All of the Property and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Developer, and any subsequent owner of all or any part thereof, subject to these Covenants and the covenants, restrictions, charges and liens set forth herein.

ARTICLE X **MISCELLANEOUS**

Section 10.01 These Covenants may be revoked or amended in the following manner:

(a) Until December 31, 2030, Owners of not less than seventy-five percent (75%) of the Lots may from time to time, revoke or amend these Covenants for any purpose by instrument bearing the signature of such Owners, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of the County (1.01(k)).

(b) On or after December 31, 2030, Owners of not less than fifty-five percent (55%) of Lots may from time to time, revoke or amend these Covenants for any purpose by instrument bearing the signature of such Owners, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of the County (1.01(k)). During the time that the Declarant owns any lots, the Declarant in its sole discretion and without a vote or consent of any members may modify, amend or repeal these covenants.

(c) For Phase I and Phase 2 and all future Phases (if any) - Until the earlier of December 31, 2030 or such time as all Lots held by the Class B member(s) have been sold and conveyed, the Declarant may from time to time, revoke or amend these Covenants for any purpose, to the exclusion of the Class A Members, by instrument bearing the signature of such Declarant, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of the County (1.01(k)).

Section 10.02 These Covenants shall be effective upon the date of recordation hereof, and as amended from time to time, shall continue in full force and effect to and including December 31, 2030. From and after said date, these Covenants, as amended, shall be automatically extended for successive periods of ten (10) years, unless an affirmative vote to terminate these Covenants is signed by (1) the Director of Planning of the City, and (2) the then Owners of not less than sixty percent (60%) of the Lots and filed, at the Association's expense, in the Real Property Records of the County (1.01(k)).

Section 10.03 If any provisions of these Covenants shall be held invalid or unenforceable the same shall not affect the validity or enforceability of any of the other provisions hereof.

Section 10.04 Whenever notices are required to be sent hereunder, the same shall be sent to the Owner who is the intended recipient, by certified or registered mail, return receipt requested and postage prepaid at the address of such Owner's Lot and further provided that any such notice may be delivered in person. Notices shall be deemed received when actually received and whether or not received when deposited in a regularly maintained receptacle of the United States Postal Service in accordance with the provisions hereof. Notices sent to the ACC or the Association shall be sent by certified or registered mail, return receipt requested and postage prepaid, only at such address as has previously been specified by the ACC to the Owners or by the Board of Directors to the Owners, respectively. The ACC and the Association may, from time to time, change such specified addresses by giving the Owners notice of such change in the manner herein provided.

Section 10.05 Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

Section 10.06 All captions, titles or headings of the Articles and Sections in these Covenants are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any other provisions hereof, or be used in determining the intent or content hereof.

Section 10.07 If any interest purported to be created by these Covenants is challenged under the Rule Against Perpetuities or any related rule, the interest shall be

construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be those which would be used in determining the validity of the challenged interest.

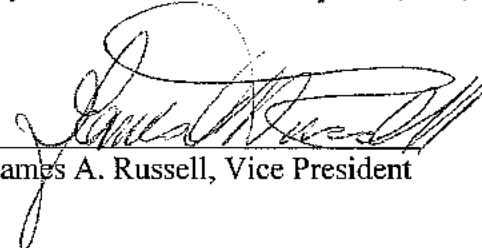
Section 10.08 Not later than one-hundred-eighty (180) days after homeowners own seventy-five percent (75%) of the Lots subject to these Restrictions of Lawler Park Homeowners Association and any "Future Phase(s)", Developer shall convey to Association, and Association shall accept, the Common Areas, subject to any valid easements and restrictions of record. Nonetheless, ad valorem taxes on all Common Areas will be paid by the Association for all years beginning with the year of the date of the Phase I Declaration.

Section 10.09 Notwithstanding anything to the contrary in this Declaration, including without limitation Articles V and VI hereof, any claim against an Owner that is also in the nature of an "enforcement action" under the Owners Protection Act shall be subject to all applicable provisions of the Owners Protection Act. To the extent of any conflict between the provisions of this Declaration and the provisions of the Owners Protection Act, the Owners Protection Act shall be controlling. The Owners Protection Act is found in Section 209.001 et seq. of the Texas Property Code, as such may be amended from time to time.

EXECUTED on the date first above written.

DECLARANT: Frisco Crossing Joint Venture, Ltd.
a Texas Limited Partnership
By: Warren Clark Development, Inc., General

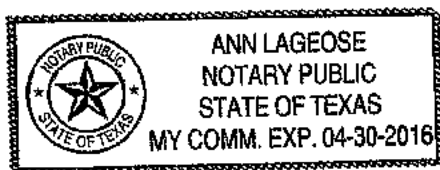
Partner


James A. Russell, Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 22 day of July, 2013, by James A. Russell, Vice President of Warren Clark Development, Inc., a Texas corporation, General Partner of Frisco Crossing Joint Venture, Ltd., a Texas Limited Partnership, on behalf of said partnership.

[Notary Stamp]




Notary

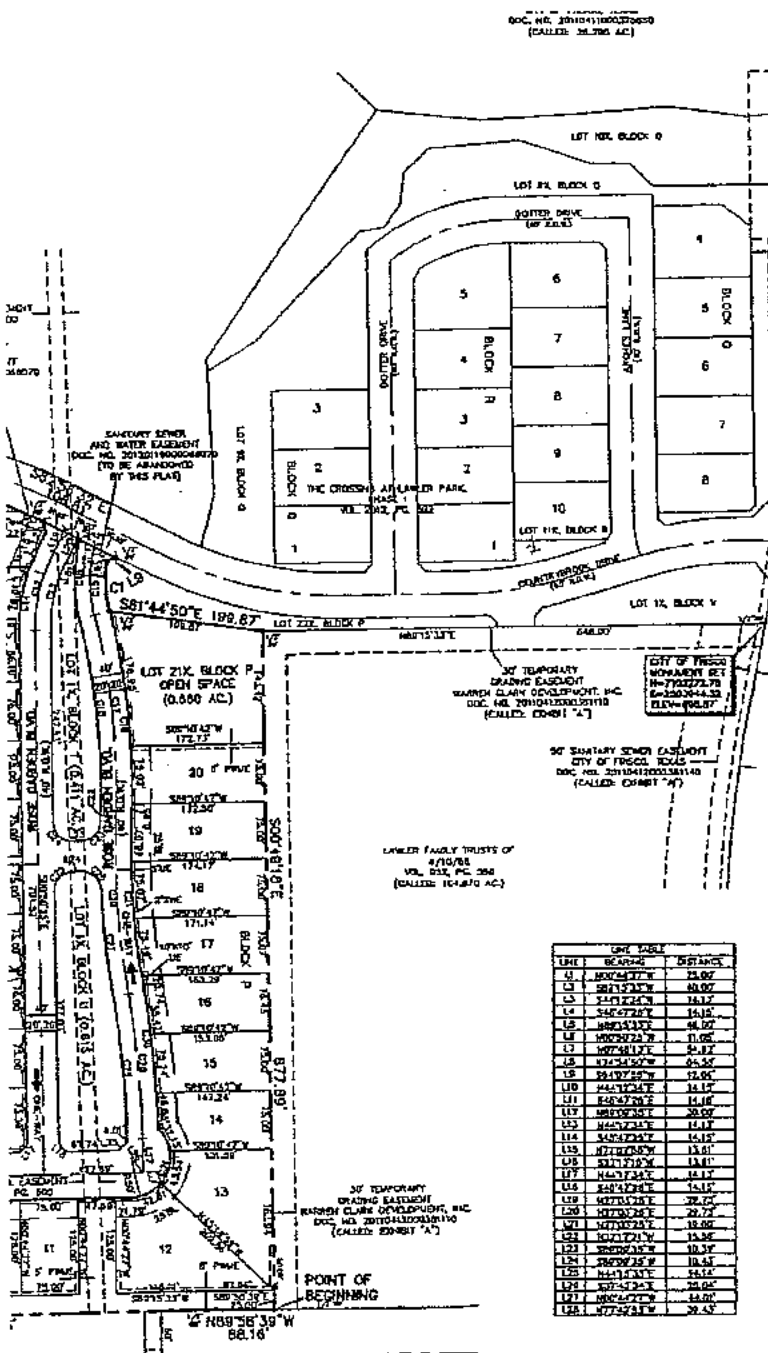


EXHIBIT A

Page 1 of 4

- NOTES:
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHDRAWAL OF UTILITIES AND BUILDING PERMITS.
 2. SHOWINGS SHALL BE EIGHT FEET IN WIDTH ALONG LOTLINE ROAD AND SHALL BE FIVE FEET IN WIDTH WITHIN THE PLATED SUBDIVISION.
 3. ALL CORNERS ARE A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED "20" UNLESS OTHERWISE NOTED ON PLAN.
 4. THE CITY RESERVES THE RIGHT TO REQUIRE MINIMUM FINISH FLOOR ELEVATIONS ON ANY LOT CONTAINED WITHIN THIS ADDITION. THE MINIMUM ELEVATIONS SHOWN ARE BASED ON THE MOST CURRENT INFORMATION AVAILABLE AT THE TIME THE PLAN IS FILED AND ARE SUBJECT TO CHANGE.
 5. SOMEWHAT WALLS ARE TO BE MAINTAINED BY THE HOA.
 6. LOT 23X, BLOCK N; LOT 23X, BLOCK G; LOT 21X AND 23X, BLOCK P; LOT 1X, BLOCK T; AND LOT 1X, BLOCK U, ARE COMMON AREA OPEN SPACE LOTS TO BE OWNED AND MAINTAINED BY THE HOA.
 7. COORDINATES SHOWN HEREON ARE NAD83 STATE PLANE COORDINATES REFERENCED FROM TWO CITY OF FRISCO MONUMENTS.
 8. DEVELOPMENT STANDARDS OF THIS PLAT SHALL COMPLY WITH ZONING ORDINANCE 11-6-02.
 9. PLACEMENT OF STREET TREES SHALL NOT INTERFERE WITH THE PLACEMENT OF TRAFFIC CONTROL DEVICES OR VISIBILITY AT INTERSECTIONS. EXISTING AND FUTURE TRAFFIC CONTROL DEVICES MAY REQUIRE THE REMOVAL OR PRECLUDE THE PLANTING OF STREET TREES.
 10. THE MAINTENANCE OF THE CUSTOM SIGN POSTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE HOA, INCLUDING THE COST OF ALL LABOR AND MATERIALS. ANY DAMAGED SIGNS SHALL BE REPLACED BY THE HOA AS SOON AS POSSIBLE (WITHIN 24 HOURS OF THE SIGN BEING DAMAGED). IF NOT REPLACED WITHIN 24 HOURS BY THE HOA, THE CITY WILL INSTALL A SIGN WITH ITS STANDARD POST WHICH THE HOA CAN REPLACE LATER WITH A CUSTOM SIGN POST. THE HOA SHALL COORDINATE WITH THE PUBLIC WORKS DEPARTMENT TO ENSURE POSTS ARE PROPERLY INSTALLED AND ALL DAMAGE TO THE CITY OF FRISCO STANDARDS. ALL SIGNS SHALL MEET THE STANDARDS OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUD) INCLUDING COLOR, FONT, SIZE AND RETRO-REFLECTIVITY. THE HOA SHALL USE THE CITY'S STANDARD STREET NAME SIGNS PURCHASED FROM THE CITY (NO SUBSTITUTIONS ARE ALLOWED). THE HOA SHALL NOT INSTALL ADDITIONAL SIGN POSTS OR INSTALL ADDITIONAL SIGNS OR CHANGE EXISTING SIGNS WITHOUT APPROVAL FROM THE ENGINEERING SERVICES DEPARTMENT. THE HOA CANNOT ESTABLISH ITS OWN ROADWAY REGULATIONS (SUCH AS SPEED LIMITS, TURNING REGULATIONS, VEHICLE PROHIBITIONS, ETC.). THE CITY OF FRISCO RETAINS CONTROL OVER WHAT SIGNS ARE INSTALLED IN THE SUBDIVISION AND RETAINS ITS AUTHORITY OVER THE REGULATION OF CITY STREETS AND ENFORCEMENT OF TRAFFIC LAWS.

LINE	BEARING	DISTANCE
1	S89°44'50"E	199.87'
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98	S89°44'50"E	199.87'
99	S89°44'50"E	199.87'
100	S89°44'50"E	199.87'

CITY PROJECT NO.: FP13-0014

FINAL PLAT

THE CROSSING AT LAWLER PARK, PHASE 2

BLOCK N, LOTS 1-23 AND LOT 25X; BLOCK D, LOTS 1-22, AND LOT 23X; BLOCK P, LOTS 1-20; BLOCK P, LOTS 21X AND 23X; BLOCK T, LOT 1X; BLOCK U, LOT 1X;

65 RESIDENTIAL LOTS TO PLANNED DEVELOPMENT-150-SF-8.5

8 COMMON AREA HOA LOTS (2.629 ACRES)

23.125 ACRES OUT OF THE MCKINNEY AND WILLIAMS SURVEY, ABSTRACT NO. 652:

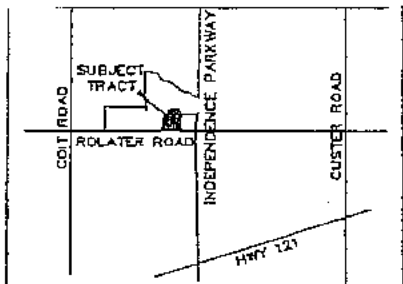
CITY OF FRISCO, COLLIN COUNTY, TEXAS

FRISCO CROSSING JOINT VENTURE, LTD. OWNER/ DEVELOPER
 16250 Knoll Trail, Suite 210 (972) 931-8971
 Dallas, Texas 75248
 Contact: Dale Clark

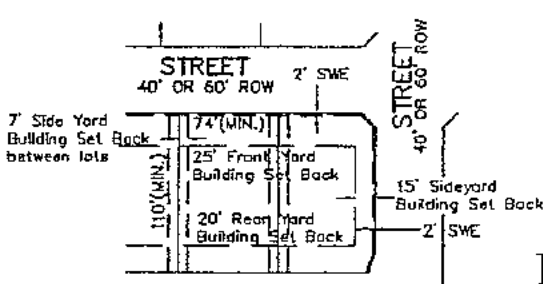
JBI PARTNERS, INC. SURVEYOR/ENGINEER
 16301 Quorum Drive, Suite 200 B (972) 246-7876
 Addison, Texas 75001
 Contact: Jeff Miles

Revised: July 01, 2013
 Submitted: August 14, 2012

Sheet 1 of 2



LOCATION MAP
NOT TO SCALE



N.T.S.

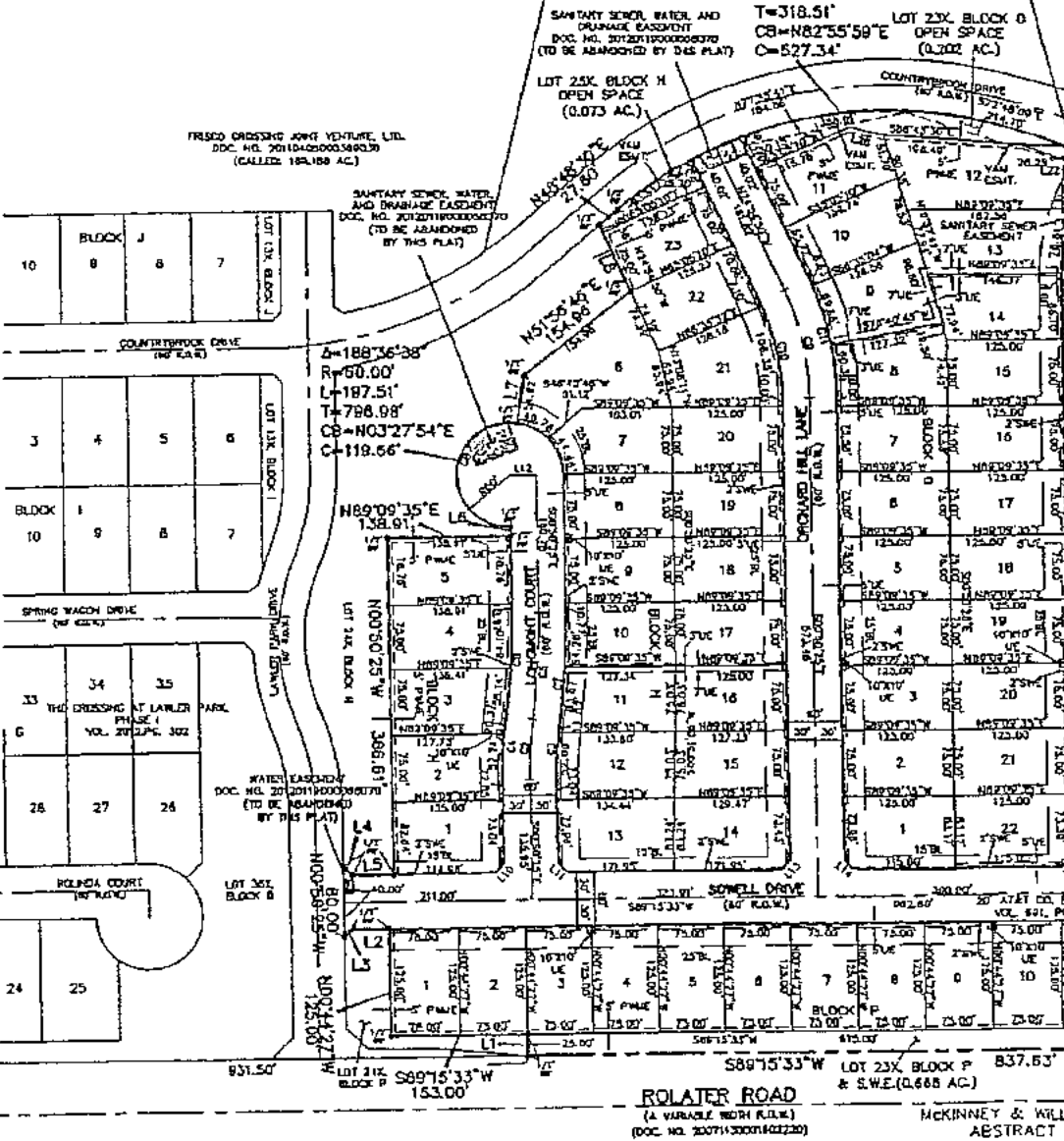
Detail Notes: 1: Utility easements as shown.
2: SWE as shown.

- EE UTILITY EASEMENT
- NR RIGHT-OF-WAY
- SC STREET NAME CHANGE
- D EXISTING
- CB CABINET
- VOLUME
- FACE
- SE SIDEWALK EASEMENT
- WE WEIR, ACCESS, AND MAINTENANCE EASEMENT
- PEE PRIVATE WALL MAINTENANCE EASEMENT
- KEE SIDEWALK EASEMENT

EXHIBIT A Page 2 of 4

FRISCO INDEPENDENT SCHOOL
DOC. NO. 20110410001575710
(CALLED 17,892 AC.)
25' AHEAD OF LINDER
VOL. 801, PG. 600
SANITARY SEWER
WATER AND
DRAINAGE EASEMENT
DOC. NO. 20120110000000000
(0.202 AC.)

NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING	CHORD
01	174°40'	162.00'	86.37'	33.67'	S87°24'04"W	83.89'	83.89'
02	83°10'	478.00'	82.25'	34.19'	S83°10'14"W	88.29'	88.29'
03	83°10'	448.00'	134.86'	38.01'	S83°10'14"W	143.84'	143.84'
04	83°10'	500.00'	72.81'	36.30'	S83°10'14"W	72.81'	72.81'
05	83°10'	651.00'	123.59'	61.81'	N03°10'14"E	123.59'	123.59'
06	83°10'	621.00'	118.24'	58.72'	N03°10'14"E	118.24'	118.24'
07	83°10'	686.00'	137.95'	64.69'	N03°10'14"E	137.95'	137.95'
08	77°00'24"	81.00'	789.75'	38.59'	S41°10'48"W	81.00'	81.00'
09	24°04'24"	240.00'	178.05'	83.81'	N02°32'27"W	178.05'	178.05'
10	24°04'24"	250.00'	184.64'	87.57'	N02°32'27"W	184.64'	184.64'
11	24°04'24"	330.00'	238.65'	109.37'	N02°32'27"W	238.65'	238.65'
12	27°23'53"	220.00'	182.37'	84.84'	S03°20'34"W	182.37'	182.37'
13	27°23'53"	200.00'	172.35'	79.58'	S03°20'34"W	172.35'	172.35'
14	27°23'53"	240.00'	184.64'	87.57'	S03°20'34"W	184.64'	184.64'
15	30°38'15"	180.00'	160.81'	76.45'	S00°02'03"W	160.81'	160.81'
16	30°38'15"	200.00'	182.37'	84.84'	S00°02'03"W	182.37'	182.37'
17	18°12'54"	890.00'	255.27'	128.48'	N08°13'33"W	255.27'	255.27'
18	18°12'54"	880.00'	249.86'	124.62'	N08°13'33"W	249.86'	249.86'
19	18°12'54"	820.00'	238.65'	119.34'	N08°13'33"W	238.65'	238.65'
20	18°12'54"	1200.00'	341.40'	170.11'	N08°13'33"W	341.40'	341.40'
21	11°31'32"	1180.00'	272.38'	138.02'	S00°03'52"E	272.38'	272.38'
22	8°31'27"	1220.00'	143.71'	7.36'	S01°33'11"W	143.71'	143.71'
23	8°31'27"	25.00'	38.38'	16.17'	N45°11'01"E	38.38'	38.38'
24	8°31'27"	25.00'	38.77'	16.07'	S45°30'23"E	38.77'	38.77'
25	8°31'27"	25.00'	38.77'	16.07'	S44°00'34"W	38.77'	38.77'
26	8°31'27"	25.00'	38.38'	16.17'	N45°11'01"E	38.38'	38.38'
27	8°31'27"	1220.00'	143.71'	7.36'	S01°33'11"W	143.71'	143.71'
28	8°31'27"	1220.00'	143.71'	7.36'	S01°33'11"W	143.71'	143.71'
29	8°31'27"	1180.00'	272.38'	138.02'	S00°03'52"E	272.38'	272.38'
30	8°31'27"	1220.00'	143.71'	7.36'	S01°33'11"W	143.71'	143.71'
31	135°23'42"	90.00'	118.30'	122.50'	N21°26'42"E	90.00'	90.00'



CITY OF FRISCO
WARRANTY DEED
H-2101363.76
C-2501441.28
ELEV-724.08

H. ROGER LINDER
VOL. 737, PG. 454
(CALLED 40.45W AC.)

JESSE W. FRANK
ABSTRACT

Surveyor's Certificate

Know All Men By These Presents:

That I, Don B. Ramsey, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of Frisco, Texas.

Dated this, the 2ND day of July, 2013.



Don B. Ramsey, R.P.L.S. # 4172

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Don B. Ramsey, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2ND day of July, 2013.

Don B. Ramsey

Notary Public, State of Texas



Certificate of Approval

Approved this 9th day of July, 2013 by the Planning & Zoning Commission of the City of Frisco, Texas.

[Signature]
Planning & Zoning Commission Chairperson

[Signature]
Planning & Zoning Commission

[Signature]
City Secretary

Match to Exhibit "A" page 3 of 4

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/10/2013 03:07:28 PM
\$31.00 DLRIID
20130710010002130



CITY PROJECT NO.: FF13-0014

FINAL PLAT

THE CROSSING
AT LAWLER PARK, PHASE 2

BLOCK N, LOTS 1-23 AND LOT 25X; BLOCK Q, LOTS 1-22, AND
LOT 23X; BLOCK R, LOTS 1-20, BLOCK P, LOTS 21X AND 23X;
BLOCK T, LOT 1X; BLOCK U, LOT 1X;

65 RESIDENTIAL LOTS TO
PLANNED DEVELOPMENT-150-SF-8.5

6 COMMON AREA HOA LOTS (2.628 ACRES)

23.125 ACRES OUT OF THE
MCKINNEY AND WILLIAMS SURVEY, ABSTRACT NO. 652

CITY OF FRISCO, COLLIN COUNTY, TEXAS

FRISCO CROSSING JOINT VENTURE, LTD. OWNER/ DEVELOPER

16250 Knoll Trail, Suite 210

Dallas, Texas 75248

Contact Dale Clark

(972) 931-6971

EXHIBIT A

Page 4 of 4

Crossing At Lawler Park

Fence Restrictions

Interior Lots

Exhibit "B"

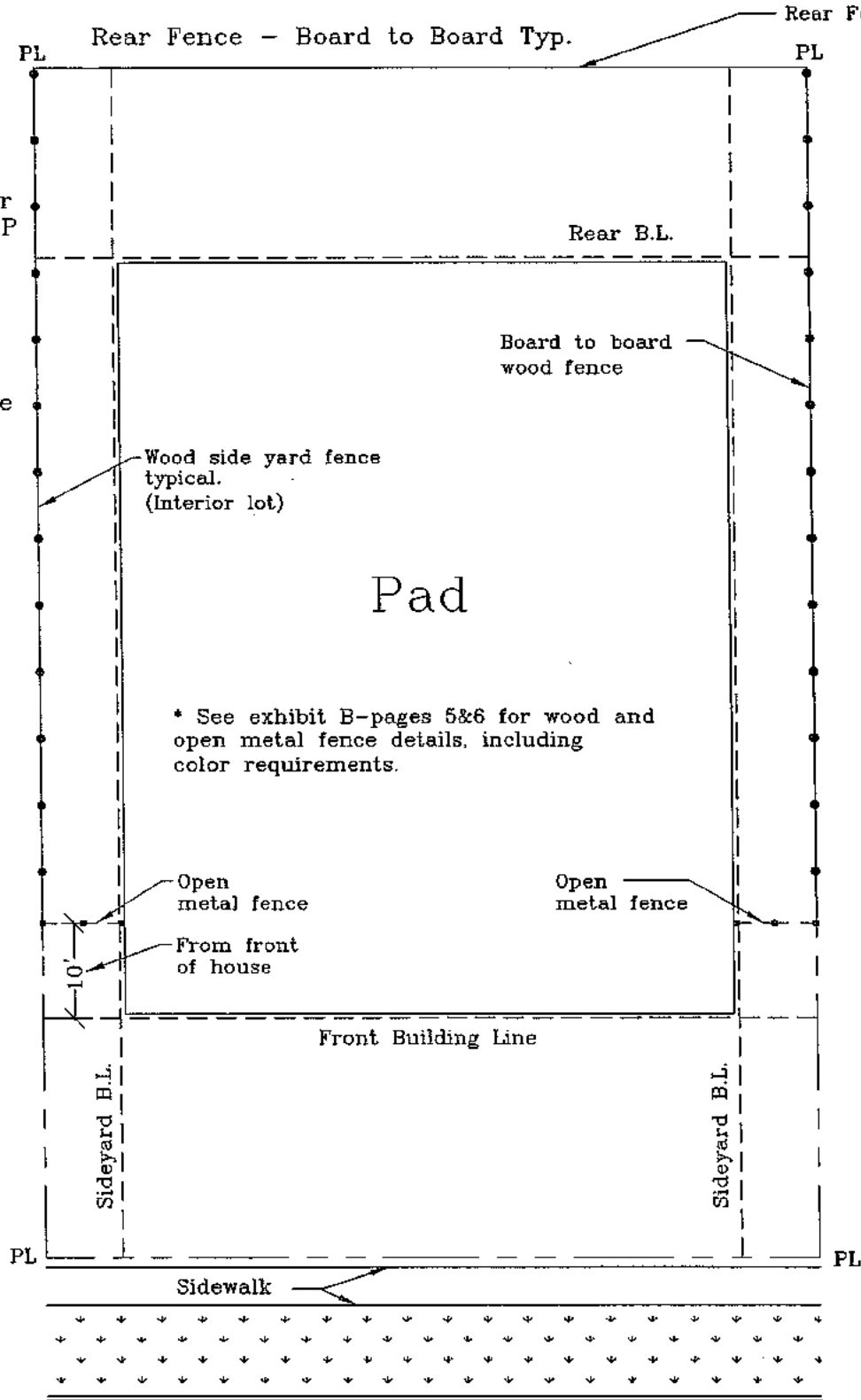
page 1/6

Note: Exhibit B pages 3 and 4 of 6 are Intentionally left out of this document

Note:
No rear fencing
allowed by lot owner
on lots 1-12 Block P

Lot 1 Block P
No sideyard fence
allowed on West
property line. (Fence
provided by HOA.)

Open metal fence
required at green
spaces.



Denotes street tree
area as required by
city ord.

Fence Restrictions *

page 2/6

Note: Exhibit B pages 3 and 4 of 6 are
Intentionally left out of this document

Corner Lots

Lots-1,13,14 Blk-N; Lots-1&22 Blk-0

10' of open metal
fence required.

Note:

The following lots have an existing parapet wall topped with a 2'-6" tall iron fence constructed on the street facing sideyard:

Lot	Block
5	N
6	N
23	N
11	O
12	O

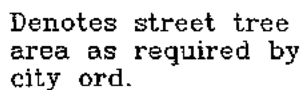
No additional fencing may be added by lot owners in these sideyards.

Rear and sideyard fencing adjacent to green space will be open metal fence, unless noted otherwise.

Side fencing must extend from rear property line to corner of house at a minimum.

Approved Shrubs (15 Gal.):

Burford Holly
Wax Myrtle
Aurelia
Nellie R. Stevens Hollie
Cleyera
Juniper



Denotes street tree
area as required by
city ord.

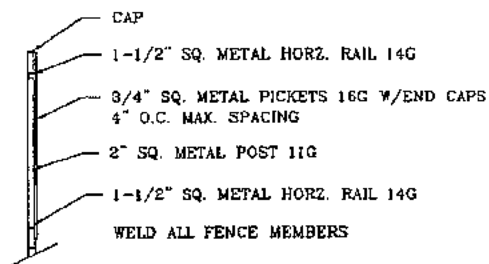
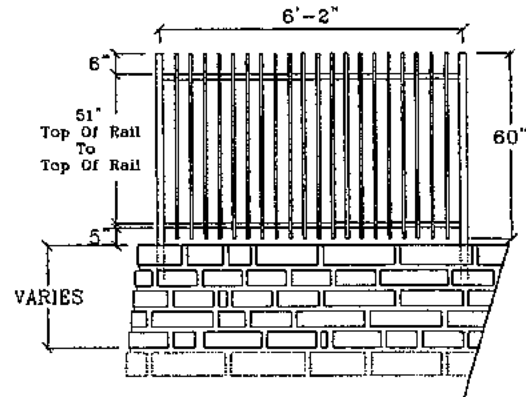
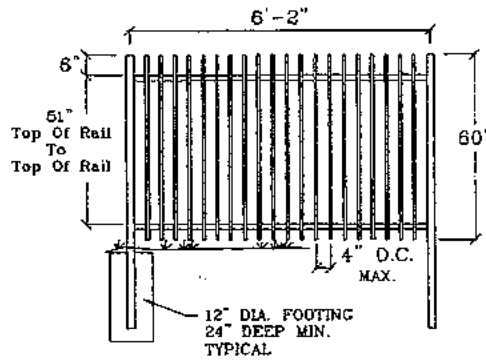
N.T.S.

Street

Declaration of Covenants Conditions and Restrictions Lawler Park

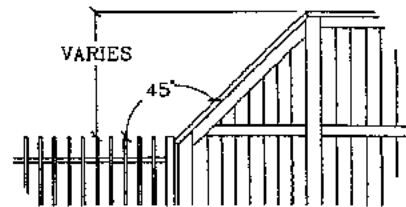
OPEN METAL FENCE DETAIL (VERIFY ALL FENCING W/LOCAL BUILDING CODES PRIOR TO CONSTRUCTION)

The Color of Open Metal Fencing shall be Tiger Drylac powder coat RAL colors - 6015



TYPICAL SECTION

NTS

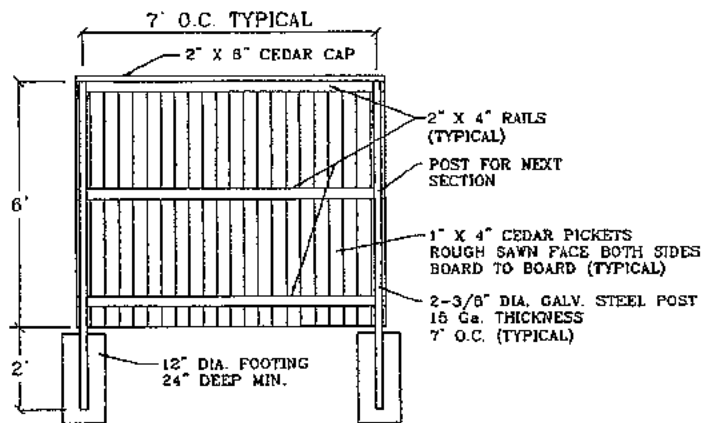


WOOD TO METAL TRANSITION

NTS

WOOD FENCE DETAILS (BOARD TO BOARD)

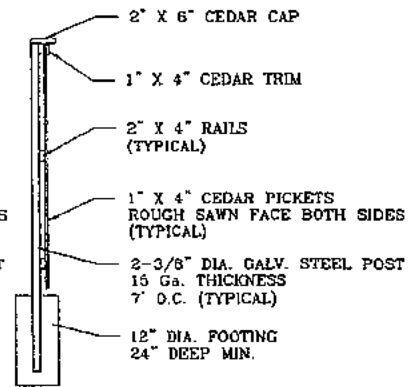
#1 GRADE ROUGH SAWN CEDAR STAIN -- SEAL RITE MEDIUM BROWN
(VERIFY ALL FENCING W/LOCAL BUILDING CODES PRIOR TO CONSTRUCTION)



NOTE:

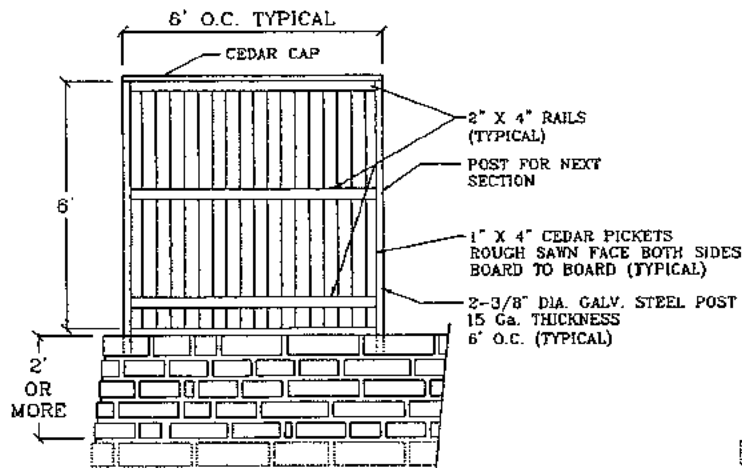
SMOOTH SIDE TOWARD ALLEY
RAILS TOWARD HOUSE

FENCE DETAIL A
NTS

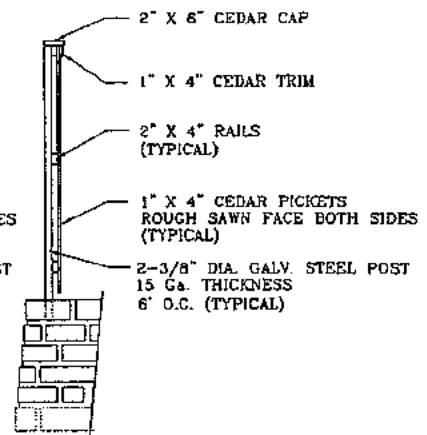


NOTE:

SMOOTH SIDE TOWARD ALLEY
RAILS TOWARD HOUSE



FENCE DETAIL B
NTS



“PHASE 2 CROSSING ONLY”

Exhibit “C”

Maintenance of Common Area – (Guidelines)

Maintenance of the common open space properties of the Association is to enhance the enjoyment and esthetics of the neighborhood for all homeowners. The following guidelines are intended to summarize the level of maintenance of the various common areas and are subject to reasonable modifications. These items are not intended to list or explain all amenities or all maintenance to be performed on common areas. Maintenance and its cost is the responsibility of the Association. The following areas will be maintained:

The Crossing Common Areas Phase 2 Only:

Lot 1X Block T and Lot 1X Block U – Berms are landscaped with drought tolerant grasses and shrubs – should have biannual trim.

Lot 25 X Block N and Lot 23X Block O – Retaining wall and screen wall with ornamental iron, sidewalks, Bermuda grass with regular mow, love grass with a biannual mow, trees and shrubs.

Lot 23 X Block P – retaining wall, screen wall, and ornamental metal fencing, sidewalk, Bermuda grass with regular mow, native grass with biannual mow, trees and shrubs.

Lot 21 X Block P – sidewalk, Bermuda grass with regular mow, native grass with biannual mow, native creek with tree area with no maintenance.

“Exhibit D”






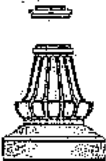
Street Poles and Signs

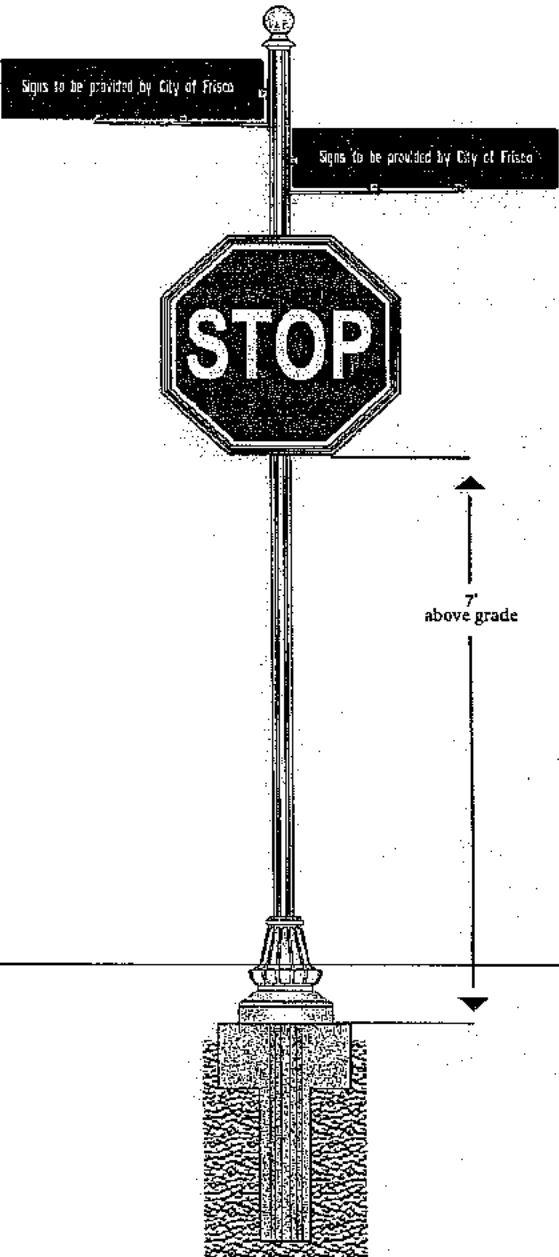
Brandon Industries, Inc.
Quality Streetscape Solutions

1601 Wilmett Road Phone: 800.247.1274
McKinney, Texas 75069 Fax: 972.542.1015
www.brandonindustries.com

Product Specification

Sign example made from the following parts

POLE	
SP3X14 – 3" x 14' Fluted Pole Extruded Aluminum Alloy 6005-75 Wall Thickness – .125"	
FINIAL	
FIN-B3 – Ball Finial for 3" Round Pole Cast Aluminum Alloy #356	
TRIMS	
2WAYARM24 – Cantilever sign bracket 24"	
TSTOP30N – Trim for 30" Stop Sign Cast Aluminum Alloy #356	
SIGNS	
DG R1-1/30 – Reflective 30" Stop Sign 3M DIAMOND GRADE reflective vinyl with powder-coat black back	
BASE	
SB-93 – Slip-Over Base For 3" OD Pole Cast Aluminum Alloy #356	



Signs to be provided by City of Frisco

Signs to be provided by City of Frisco

7' above grade

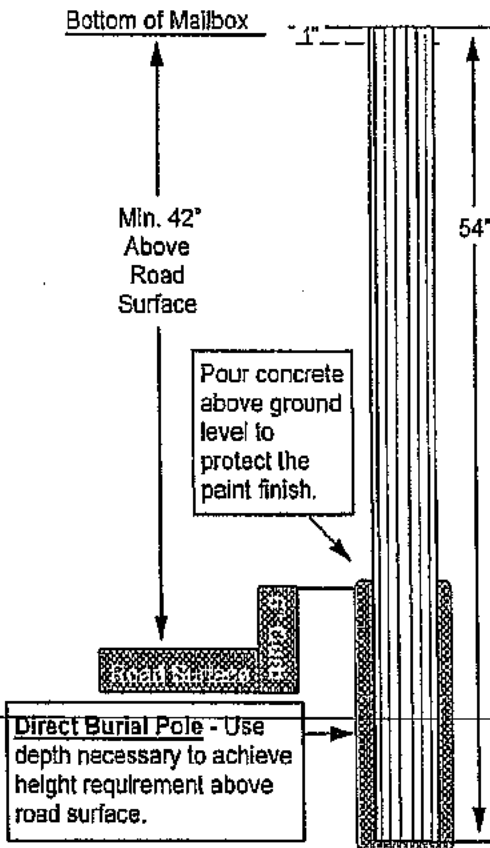
“Exhibit E”

TXF54-XX15-3X

CUSTOMERS ARE REQUESTED TO CONTACT THE LOCAL POST OFFICE BEFORE ERECTING THE BOX TO ENSURE ITS CORRECT PLACEMENT AND HEIGHT AT THE STREET.

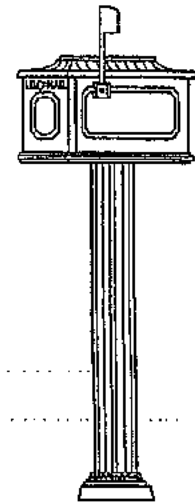
Pole #54 - 5" OD DIRECT BURIAL POLE

THREE 1/2" DIAMETER HOLES AT 120° INTERVALS.
Use three 5/16-18x1" flat slot bolts to attach mailbox to pole.



Attach Kit:

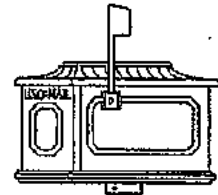
1 - General Installation Instructions



M3-A - Cast Aluminum Mailbox

Includes Flag Kit with B-32x5/8" phil pan stainless bolt

Tenon with three 5/16-18x1" Flat Slot bolts to align with holes at top of pole.



SB-15 - Slip Over Base

Slip over pole and rest on concrete footing to protect the finish.



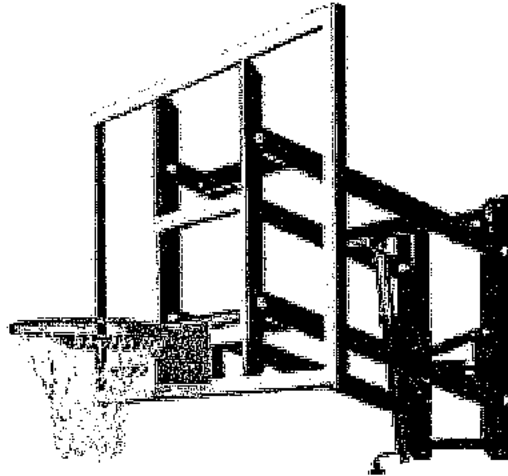
Lawler Park Mailbox Pricing

TXF54-XX15-3X BK:	\$226.00
LABOR:	\$90.00
TAX:	\$18.65
TOTAL:	\$334.65

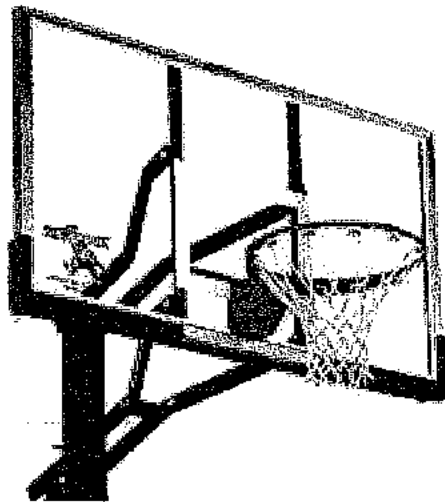
Available at: Brandon Industries, Inc.
1601 Wilmeth Road
McKinney, Texas 75069
972-542-3000

“Exhibit F”

Basketball Hoops



SB60 Wall Mount – 60” x 36” 3/8” thick glass



GS60av - 60” x 36” / 5.5”x5.5” pole / 3/8” thick
glass 2.5’ overhang / DuPont Powder Coated

Goaliath - GB60brs not shown



July 9, 2013

Mr. Darell Bagley
Landscape Architect
City of Frisco
Development Services Department
6101 Frisco Square Blvd
Frisco, TX 75034
CC: Biff Harris

LANDSCAPE ARCHITECTURE

SITE PLANNING

TREE MITIGATION

EXHIBIT "G"

Re: Arbors at Lawler Park - Ph. II
Crossing at Lawler Park - Ph. II

Mr. Bagley,

Per the City of Frisco ordinance regarding street trees for new development, I have attached a planting schedule for the above mentioned projects. We plan to plant each street with an individual tree specie. As required by ordinance, we will not exceed 45% for any single specie. I have attached a list of species for each corresponding street.

Sowell Drive	-	Cedar Elm
Longmont Court	-	Lacebark Elm
Orchard Hill Ln	-	Texas Ash
Grand Arbor Lane	-	Live Oak (continuation from phase one planting)
Mossvine Dr.	-	Chinese Pistache (continuation from phase one planting)
Wright Dr.	-	Cedar Elm

The trees will be planed per the City of Frisco requirements at the spacing required by the city.

If you should have any questions, do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Cody Johnson", written over a horizontal line.

Cody Johnson, ASLA, PLA



7-9-2013

Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900
www.studio13.biz

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/22/2013 02:53:33 PM
\$152.00 CJRMAL
20130722001024500



A handwritten signature in cursive script, reading "Stacey Kemp".

After Recording Return to:
Frisco Crossing Joint Ventures, Ltd.
16250 Knoll Trail, Suite 210
Dallas, TX 75248
Attn: James A. Russell



20130716000990320 07/16/2013 10:44:19 AM MA 1/32

DEDICATORY
SUPPLEMENTARY DECLARATION TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.
(ANNEXING ARBOR PHASE 2)

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

This SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for LAWLER PARK (ANNEXING ARBOR PHASE 2 per Section 2.03 of the Declaration) of Crossing and of Arbor this "Supplementary Declaration" is made and entered into as of July 15, 2013 by FRISCO CROSSING JOINT VENTURE, LTD., a Texas Limited Partnership, and LPN ARBOR JOINT VENTURE, LTD., A Texas Limited Partnership (hereinafter individually referred to as the "Developer" and collectively referred to as the "Developers").

WITNESSETH:

A. WHEREAS, Developers are the owners of certain real property (the "Property") situated in the City of Frisco, Collin County, Texas and desire to create and add "Phase 2 Property" thereon a residential community with residential lots, open spaces, landscaping, streets, common lighting, fencing, drives and other common improvements for the benefit of the community; and

B. WHEREAS, Developers desire to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said open spaces, landscaping sprinkler systems, streets, common lighting, fencing, drives, and other common improvements as well as certain adjacent properties beneficial to the community; and, to this end, desires to add Phase 2 property per Exhibit A, the real Property added, referred to in Article II, together with such additional real Property as may hereafter be added as provided in Article II, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each and every owner of any part thereof; and designate Frisco Crossing Joint Venture, Ltd. as the "Declarant" hereunder for the purpose of administering and enforcing such covenants, conditions, restrictions, easements, charges and liens in accordance with this Declaration; and

C. WHEREAS, Declarant has caused a non-profit corporation to be incorporated under the laws of the State of Texas for the purpose of effecting the intents and objectives herein set forth.

D. NOW, THEREFORE, Declarant and Developers declare that the Property together with such additional real property as may here-after be added pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set-forth; provided, however, that parcels of the Property for any such additional real property shall be made and rendered subject to these Covenants and Restrictions only as provided herein or as declared by a subsequent instrument to such effect and filed in real property records of Collin County, Texas.

ARTICLE I **DEFINITIONS**

Section 1.01. As used in this Supplementary Declaration, the following terms shall have the meaning set forth below:

(a) "Addition" shall mean THE ARBOR AT LAWLER PARK PHASE I and PHASE 2 and THE CROSSING AT LAWLER PARK PHASE I, Addition(s) to the City of Frisco, Collin County, Texas, according to the Plats thereof recorded in the Plat Records of Collin County, Texas and attached hereto as **Exhibit "A" of this Phase 2 Declaration**, as the same may be amended from time to time and any other phase or addition made subject to this Declaration.

(b) "Association" shall mean and refer to LAWLER PARK HOMEOWNERS' ASSOCIATION, INC., a Texas nonprofit corporation, which shall have the power, duty and responsibility of maintaining and administering the Common Properties, and collecting and disbursing the assessments and charges hereinafter prescribed, and will have the right to administer and enforce the Covenants and Restrictions.

(c) "Architectural Control Committee" or "ACC" shall mean a committee of three or more members appointed by the Board of Directors as further defined in Article VII.

(d) "Board of Directors" shall mean the Board of Directors of the Association named in the Charter and their successors as duly elected and qualified from time to time.

(e) "Building(s)" shall mean any vertical structure located on the Land.

(f) "Bylaws" shall mean the Bylaws of the Association initially adopted by the Board of Directors, as duly amended from time to time.

(g) "Charter" shall mean the Certificate of Formation of the Association filed with the Secretary of State of Texas, as duly amended from time to time.

(h) "Class A" member shall have the meaning set forth in Article 4.02(a).

(i) "Class B" member shall have the meaning set forth in Article 4.02(b).

(j) "City or Town" shall mean the City of Frisco, Texas, or its assignees,

(k) "County" shall mean the County of Collin in the State of Texas.

(1) "Common Properties" ("Common Area(s)", "Common Area Properties") shall mean and refer to (i) those certain landscape easements and open spaces, landscaped medians, landscaping improvements, plantings, fencing, sprinkler systems, and easements, among other amenities, which, with respect to the Initial Addition (as defined in the Phase I Declaration of Covenants, Conditions and Restrictions) and the Phase 2 Property, more particularly described on Exhibit "A" and maintained as on Exhibit "C" for Phase 2 attached hereto and made a part hereof for all purposes, all of which are intended to be devoted to the common use and enjoyment of the Owners; and (ii) any areas of land, improvements or other property rights within the Property, once such parcel is made subject to these Covenants and Restrictions, which are known, described or designated or which shall subsequently become known, described or designated as Common Properties intended for or devoted to the common use and enjoyment of the Owners, together with any and all improvements that are now or may hereafter be constructed thereon. In certain circumstances, Common Properties may not be owned by the Developers or the Association in fee, but may, in some instances, be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Developers or the Association but which are maintained by the Association or the Developers for the use and benefit of the Owners and the Property. An example of areas of Common Properties which may not be owned or leased by the Association or the Developers but would constitute a portion of the Common Properties would be landscaped areas appurtenant to and within public rights-of-way. The Declarant or either of the Developers may hold record title to all or a portion of the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Owners to use and enjoy the Common Properties, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant or such Developers) after the Association has been incorporated, convey or grant to the Association those portions of the Common Properties which are owned by the Declarant or the Developers in fee, as an easement. Common Properties may be added, deleted or modified by the Declarant.

(m) "Common Expenses" shall mean all costs and expenses payable by the Association pursuant to the provisions of these Covenants, the Bylaws or a resolution duly adopted by the Board of Directors or the Owners.

(n) "Covenants" shall mean the covenants, conditions, easements, charges, servitudes, liens, reservations and assessments set forth herein and the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS relating to both THE CROSSING AT LAWLER PARK PHASE I AND THE ARBOR AT LAWLER PARK PHASE I as a part of the Original Declaration and PHASE 2 filed, as a part of this the PHASE 2 Declaration.

(o) "Deed" shall mean a deed or other instruments conveying the fee simple title to a Lot.

(p) "Declarant" is and shall mean Frisco Crossing Joint Venture, Ltd., a Texas limited partnership, and its successors and assigns, being any party to whom it shall expressly assign in writing its rights, powers, privileges or prerogatives hereunder.

(q) "Declaration" shall mean, the Original Declaration, this Supplementary Declaration for Phase 2 and as amended by future Supplementary Declarations or amendments.

(r) "Developer(s)" is and shall mean FRISCO CROSSING JOINT VENTURE, LTD., a Texas limited partnership, and LPN ARBOR JOINT VENTURE, LTD., a Texas limited partnership, and its successors and assigns, being any party to whom it shall expressly assign in writing its rights, powers, privileges or prerogatives hereunder.

(s) "First Lien Indebtedness" shall mean any indebtedness incurred for the acquisition of a Lot/Residence or construction of a Residence on a Lot which, by its terms, is secured by a first and prior lien or encumbrance upon a Lot, and any refinancing of any such indebtedness.

(t) "First Mortgagee" shall mean any bank, insurance company, savings and loan association, mortgage company, agency or instrumentality of the United States Government or other institutional holder of First Lien Indebtedness.

(u) "Home Builder" or "Builder" shall mean any builder building a Residence upon a Lot in the normal course of the builder's business for profit.

(v) "Initial Addition" shall mean THE ARBOR AT LAWLER PARK PHASE I and THE CROSSING AT LAWLER PARK PHASE I, Additions(s) to the City of Frisco, Collin County, Texas, according to the Plats thereof recorded in the Plat Records of Collin County, Texas and attached to the Phase I Covenants, Conditions and Restrictions as Exhibit "A", as the same may be amended from time to time and any other phase or addition including The Arbor at Lawler Park Phase 2 made subject to the Declaration.

(w) "Land" shall mean the Phase I and Phase 2 Property and the Additional Property, together with all and singular the rights and appurtenances pertaining thereto, and any other tract or land made subject to this Declaration as a result of the recording of a Supplemental Declaration pursuant to Section 2.03 below.

(x) "Lot" or "Lots" shall mean, individually or collectively, those certain Lots designated as Lots from Exhibit "A" on the original Declaration and this Phase 2 Exhibit "A" or those which may be added or changed on the final plat filed with the City of Frisco, for The Crossing at Lawler Park - Phase I and/or The Arbor at Lawler Park - Phase I and Phase 2, additions to the City of Frisco, Texas, according to the Plats thereof recorded per Section 1.01 (a), plus Lots on any other Land subsequently made subject to this Supplemental Declaration ("Future Phase(s)").

(y) "Owner" shall mean and refer to the person or persons, entity or entities, who own of record fee simple title to a Lot, including Lots on other Land subsequently made subject to this Declaration per Section 2.03 below. The foregoing is not intended to include persons or entities holding an interest merely as security for the performance of an obligation.

(z) "Plat" (see Exhibit A for filing information) shall mean that certain Plat depicting the Addition, as recorded per Section 1.01 (a) or prior or future Plat(s) as made subject to this Declaration per Section 2.03.

(aa) "Property" shall mean Phase I of either/or The Crossing at Lawler Park and Phase I and Phase 2 of The Arbor at Lawler Park, together with such additional Land as may hereafter be subsequently added (as provided in Article II).

(bb) "Residence" shall mean that portion of a Building which is located wholly on a Lot and which is designed as a single-family dwelling unit.

(cc) "Subdivision" shall mean the same as "Addition" in Section 1.01(a),

(dd) "Taxing Authority" shall mean Collin County, City of Frisco, and the Frisco Independent School District and any other governmental entity with taxing authority with respect to the Property.

ARTICLE II

GENERAL PROVISIONS

Section 2.01 The Land initially subject to this Declaration is located in the City of Frisco, Collin County, State of Texas, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes upon filing of these Covenants of record in the Deed Records of Collin County, Texas, the Land shall be subject to the Covenants and said Covenants shall run with, be for the benefit of, and bind and burden the Land.

Section 2.02 As of the date this Supplementary Declaration is filed of record in the Deed Records of Collin County, Texas, the Covenants shall be binding upon and for the benefit of each Owner and such Owner's heirs, executors, administrators, trustees, personal representatives, successors and assigns, whether or not so provided or otherwise mentioned in the Deed.

Section 2.03 Additional Land(s) may become subject to this Supplementary Declaration in any of the following manners:

(a) The Declarant may add or annex additional real property (whether such real Property is owned by Declarant or others) to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") which shall extend the scheme of the Covenants and Restrictions of this Declaration to such Property; provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Property and which are not materially inconsistent with this Declaration and which do not materially adversely affect the concept of this Declaration.

(b) In the event any person or entity other than the Declarant desires to add or annex additional Property to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.03, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the Property added.

(d) The Declarant shall have the right and option without the joinder, approval or consent of any person(s) or entity(ies) to cause the Association to merge or consolidate with any similar association then having jurisdiction over real Property located (in whole or in part) within one (1) mile of any real Property then subject to the jurisdiction of the Association. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, 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, together with the covenants and restrictions established upon any other properties as one scheme.

(e) Notwithstanding the fact that the Declarant may not be a Class A or Class B Member by virtue of its sale, transfer or conveyance of all of its right, title, and interest in the Property, the Declarant shall continue to be entitled to implement and exercise all its rights under and pursuant to this Section 2.03 and all of the subsections hereof. Even though the Declarant may not be a Class A or Class B Member prior to an annexation, merger or consolidation permitted by this Section 2.03 subsequent to such annexation, merger or consolidation, the Declarant shall be and become a Class B Member with respect to the Lots owned by it within the Property, as such Property has been expanded or increased by the annexation, merger or consolidation. The Declarant's rights as a Class B Member shall be governed by this Declaration and the Articles of Formation and Bylaws of the Association, as same may be amended or altered by, and in accordance with, the annexation, merger or consolidation.

FOR ARBOR LOTS – ONLY

ARTICLE III - USE RESTRICTIONS

Section 3.01 The Property and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied and are hereby restricted as follows:

(a) **Limited to Residential Purposes.** Except as otherwise provided in this Declaration, Lots shall be used only for single family, private residential purposes and activities reasonably related thereto. This section shall not be construed so as to prohibit the conduct of a reasonable amount of in-home work, such as computer work or similar activities, provided that such work or activity does not involve the parking of vehicles of employees, consultants, or other parties other than the occupants of the Residence in question, and does not involve the delivery or pick-up of any materials or services. No church may be maintained on the Property. The owners of any Lot shall have the right to lease or rent all, but not less than all, of such Lot, with the Residence and appurtenances thereon. Any such lease or tenancy is and shall be subject to all of the provisions of this Declaration. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex, duplex apartment, garage apartment, or other apartment use, or for commercial or professional uses (except as expressly provided in Section 3.01(r) hereof). The restrictions on use herein contained shall be cumulative of, and in addition to, such

restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City, or any other governmental authority having jurisdiction over any Lot.

(b) **Minimum Floor Space** - Any Residence constructed on the Land shall have a minimum of 2,000 square feet of air conditioned space.

(c) **Antennas and Aerials** - All television antennas and other antennas and aerials shall be located inside the attic of the Residence constructed on the Lot. Satellite dishes one meter or smaller may be placed on the roof of a Residence as long as the dish is not mounted on the roof facing a street. Towers of any kind are prohibited. No exterior television, radio or other antenna of any type shall be placed, allowed or maintained upon any Lot or Building without prior written approval and authorization of the Board of Directors.

(d) **Building Line** - Buildings shall not be located on any property or Lot nearer to the property line than is allowed by City zoning set backs.

(e) **Easements** - Easements for drainage facilities and easements for the installation and maintenance of utilities are reserved as shown on the recorded Plat, including without limitation easements for the benefit of the City, HOA, the telephone company, the electric company and other utility companies such as the gas company and the cable company, and their respective successors in their installation, operation, maintenance and ownership of service lines from the property lines to the Residence in the Addition. None of the following (Declarant, Developer, HOA, any utility company, the City, or any other party properly using such easements) shall be liable for any damages done to shrubbery, trees, flowers, swimming pools, any Building or any other property and/or improvements of the Owner which are located within the area covered by said easements.

(f) **Disease and Disrepair** - No Building shall be permitted to fall into disrepair, and each Building shall at all times be kept in good condition and repair, adequately painted or otherwise finished, and no Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects.

(g) **Exterior Storage and Vehicles** - No exterior storage such as storage buildings, greenhouses and workshops shall be permitted. Detached garages are permitted within building set back lines. This provision shall apply without limitation to wood piles, camping trailers, boat trailers, travel trailers, other trailers, boats, mobile homes and un-mounted pickup camper units. None of the foregoing vehicles shall at any time be used as a residence or office on any Lot, temporarily or permanently. Also without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition or appearance shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in daily use, except pursuant to written approval and authorization of the Board of Directors. Structures must be built of the same material as the Residence.

(h) **The Exterior Surface** - Seventy-Five percent of the exterior surface of all Residences shall be constructed of masonry and windows. Masonry is defined as clay fired brick, natural stone, or stucco on metal lathe. No E.I.F.S. or synthetic stucco

systems are allowed on exterior elevations or on any chimney. Walls facing the street shall be 100% masonry materials except for walls above the first floor which do not line up with the first floor exterior.

- **Windows** – All windows shall be wood, vinyl clad finished wood or solid vinyl windows. All windows facing a street must be divided lite.
- **Roofing** – 30 year dimensional shingles such as “Owens Corning Duration Textured” composite or approved equivalent, “weathered wood”, “Driftwood”, “slate” or “charcoal” color. All roofs shall be constructed at a minimum pitch of 8/12 unless otherwise approved by the Board of Directors.
- **Chimneys** - All chimneys and fireplaces on exterior walls facing the front or facing a side street (a chimney is considered to be on an exterior wall if it penetrates the roof within five (5) feet of the foundation line) shall have a brick or other masonry material facing except as specifically approved by the Board of Directors. Chimneys not on exterior walls and behind the roof ridge may be Hardy Board and do not have to be masonry. Variances need to be approved by the Board of Directors.
- **Critical Corner Lots** – Lots 19 of Block A; Lots 11 and 12 of Block C; and Lot 12 of Block E are Critical Corner Lots. These Lots will be required to have architectural elements on the side elevation facing a street which would not be required if the same plan were built on an interior lot. This requirement may be accomplished by one or more of the following: dormers, enhanced gables, shutters, chimney details, bay windows, side porches, etc. Each separate plan is required to be reviewed and approved by the Architectural Control Committee before construction begins.
- **Gutters** - The entire structure shall be guttered with downspouts.

(i) **Garages**, (1) Each Residence erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. When three car garage doors face a street, the third car garage shall be offset by a minimum of 30". All garage doors shall be closed at all times when not in use. Cedar clad doors or Board of Directors approved alternative are required on all garages. Garage doors at the rear of a house in an alley are not restricted to Cedar clad doors. All garage doors shall be equipped with automatic remote controlled door openers. Detached garages shall use the same exterior material as the Residence unless otherwise approved in writing by the Board of Directors. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles unless approved in writing by the ACC and the Board of Directors.

(j) **Retaining Walls** - shall be of brick, stone or as approved by the ACC and the Board of Directors.

(k) **Fencing** – No wood fence shall exceed six (6) feet in height. Open metal fencing shall not exceed Sixty (60 inches) in height and shall be Tiger Drylac powder coat RAL colors - 6015. Brick or stone walls attached to a Residence as an architectural element must be approved, on a case by case basis, by the ACC and the Board of Directors. (Refer to the referenced Exhibits for detailed information on fencing

requirements which may vary significantly depending upon the location of the Lot within the Property).

See Exhibit "B"

(l) **Fires** - No open fires or burning shall be permitted on any Lot at any time and no incinerators or like equipment shall be placed, allowed, or maintained upon any Lot. This rule shall not preclude the use, in customary fashion, of outdoor residential barbecue grills. An outdoor fireplace or gas ring is acceptable; however, a wood fire pit is not acceptable.

(m) **Garbage / Trash** - To the extent possible, it is the intent for trash and trash receptacles to be kept in the Garage. No garbage or trash will be placed about the exterior of any Building, except in receptacles meeting the specifications of the City and the Board of Directors. In addition, the placement of all such receptacles shall be screened with landscape materials as to not be visible from the street in front of the Lot and shall be subject to reasonable rules and regulations of the Board of Directors. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property or Lot in a neat and attractive manner. Upon failure to maintain any Lot, the Declarant, Developer or the Board of Directors may, at its option, have the grass, weeds and vegetation cut as often as reasonably necessary in its judgment, and the Owner of such property shall be obligated, when presented with an itemized statement, to reimburse said Developer or Association for the cost of such work as provided for in Article VI of these Covenants.

(n) **Erosion Control** - Each construction site must maintain erosion control measures to prevent transfer of silt. Builders must file SWPPP with the TCEQ and maintain best practices listed therein.

(o) **Landscaping** - All front yards must be landscaped and have a grass or other similar ground cover within sixty (60) days of the completion of the Residence. Street trees between the curb and sidewalk on 60' right-of-way required by the City of Frisco shall be as described on the attached Exhibit "G". (see Exhibit "G")

(p) **Statuary** - No stone, cast stone, plastic, fiberglass, or any other material statuary, fountains or other such decorative yard art shall be allowed in the front yards visible from the street. This requirement covers and includes everything from pink flamingos to elaborate three-tier fountains.

(q) **Drainage** - Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After the Residence to be constructed on a Lot has been substantially completed, the Lot will be graded in conformity with the general drainage plans for the subdivision. No dams shall be constructed nor any other alteration or change be made in the course or flow of any waterway or drainage course, crossing or abutting any Lot without the prior written consent of the Board of Directors.

(r) **Legal Adherence** - No Lot shall be maintained or utilized in such manner as to violate any applicable statute, ordinance, or regulation of the United States of America, the State of Texas, the County(1.01(k)), the City, OR ANY OTHER GOVERNMENTAL AGENCY OR SUBDIVISION HAVING JURISDICTION IN THE PREMISES.

(s) **Lot** - No Lot shall be maintained or utilized in violation of the Covenants.

(t) **Machinery** - No machinery, fixtures or equipment of any type, including without limitation, heating, air conditioning, or refrigeration equipment shall be placed, allowed, or maintained upon any Lot, except with the prior written approval and authorization of the ACC and the Board of Directors. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills.

(u) **Mailbox** - All mail boxes shall be dark bronze in color #TXF54-XX15-3X Brandon Industries, McKinney, TX (972-542-3000) or approved equivalent. Exhibit "E"

(v) **Mining** - No oil exploration, drilling, development or refining operation; no quarrying or mining operations of any kind, including oil wells, service tanks, tunnels, or mineral excavations or shafts shall be permitted upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, or permitted on any Lot. Water wells are not allowed on individual lots; however, water wells are allowed on Common Properties for the maintenance of such Common Properties.

(w) **Outside Lighting** - No outside lighting (other than porch lighting, patio lighting and indirect lighting) shall be placed, allowed, or maintained on any Lot without prior written approval and authorization of the ACC and the Board of Directors. Upon being given notice by the Board of Directors that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

(x) **Flag Poles** - no free standing flag poles shall be permitted on any Residence unless they meet the following and are approved by the ACC: One flag pole no more than 20 feet in height is allowed with the following restrictions. Only the following flags may be flown - (1) the flag of the United States of America; (2) the flag of the State of Texas or (3) an official or replica flag of any branch of the United States armed forces. These restrictions require that only the following flags may be flown: (A) the flag of the United States may be displayed in accordance with 4 U.S.C. Sections 5-10; (B) the flag of the State of Texas be displayed in accordance with Chapter 3100, Government Code; and (C) a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling; (D) the display of a flag, or the location and construction of the supporting flagpole, to comply with applicable zoning ordinances, easements, and setbacks of record; and (E) a displayed flag and the flagpole on which it is flown be maintained in good condition and that any deteriorated flag or deteriorated or structurally unsafe flagpole be repaired, replaced, or removed. The location of the flagpole must be approved by the ACC and the Board of Directors. A flagpole may not be more than 20 feet in height. The size of the flag must be approved by the ACC and the Board of directors. Lights (size, location and intensity) if any, must be approved by the ACC and the Board of Directors. Flag poles must be installed such

that noise is abated from an external halyard. Property owners are prohibited from flying any flag on property that is owned or maintained by the Homeowners' Association.

(y) **Pets** - No animals, reptiles, fish or birds of any kind shall be raised, bred or kept on any Lot except pursuant to prior written approval of the Board of Directors; provided, however, that dogs, cats, birds or fish may be kept therein as household pets as long as, in the discretion of the Board of Directors, the pet is not, or does not become, a nuisance, threat, or otherwise objectionable to other owners.

(z) **Pools** - The location and design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia must be approved in writing by the ACC and Board of Directors. No above-ground swimming pools shall be installed.

(aa) **Basketball Goals/Soccer/Hockey Nets etc.** - A permanent basketball goal is allowed under certain conditions. **NO TEMPORARY PORTABLE GOAL OF ANY KIND IS ALLOWED.** Basketball goals may be on a pole or on the garage at the rear of the house if the lot has an alley entry. Basketball goals may be on a front swing in type garage or pole as long as it does not face the street and the center of the goal is at least ten feet behind the building line. Basketball goals must meet the following specifications: Goalrilla #GS60av Tempered clear glass, 60" x 36" board, (if used 5.5" pole) pro style flex or Goaliath #GB60brs tempered clear glass, 60"x33", (if used 4" x 4" two piece pole) flex style or an equivalent goal in quality and style. All allowable goals, and the location of such goal, must be approved in writing by the Board of Directors before installation.

(See Exhibit "F")

(bb) **Signs and Advertisement** - Except with respect to signs and advertisements placed and maintained by the Developer prior to the conveyance of all of the Lots, no exterior signs or advertisements of any type may be placed, allowed or maintained on any Lot without prior written approval and authorization of the Board of Directors, except a dignified "for sale" sign (of not more than six (6) square feet in size) may be utilized by the Owner of the respective Lot for any proposed sale thereof. Model Home signs and all other signs to be placed upon any Lot must first be submitted to and approved by the Board of Directors prior to being displayed on any Lot. Political signs not in excess of six (6) square feet in size may be erected on Lots (but not within Common Properties) for a period of ninety (90) days prior to the applicable election until the date fifteen (15) days after the applicable election. For "Rent" signs are prohibited.

(cc) **Subdividing Lots** - No Lot shall be further subdivided and no portion less than all of any such Lot, or any easement or any other interest therein, shall be conveyed by any Owner. Two Lots may be combined into one Lot; however, in all such cases, homeowners' dues are paid for two Lots.

(dd) **Trucks, Boats, Trailers etc.** - Trucks having a carrying capacity in excess of 3/4 ton, any vehicle with printed advertisement, boats, trailers, motor home, motorcycle, any non-automobile type vehicle shall not be permitted to park overnight on the street, driveways or otherwise within the Addition at any time, except those utilized by a builder during the construction of the Residences.

(ee) **Unsightly Appearance** - No Lot shall be maintained or utilized in such a manner as (in the discretionary judgment of the Board of Directors) to present an unsightly appearance (including but not limited to clothes drying within public view), or as to unreasonably offend the morale of or as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, other Owners or residents of the Land; and no noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted thereon.

(ff) **Utility Lines** - All utility lines from each Residence to the common utility lines (i.e., water, gas, sewer, power, etc., utility lines which carry any utility to or sewage from such Residence) shall be maintained by the Owner of such Residence at his own cost and expense.

(gg) **Inflammatory / Explosive** - No vehicle of any size which transports inflammatory or explosive cargo may be allowed in the Addition at any time.

(hh) **There shall not be erected on any Lot a Residence whose quality of structure and finish does not meet minimum property standards established by the Building Code of the City, nor shall any alteration or addition to any Residence be made which does not meet the same minimum property standards.**

(ii) **Wind Energy System** - no Wind Energy System (here-in defined) will be allowed on the "Property". A Wind Energy System is defined as: A wind energy conversion system consisting of a wind turbine, and/or blades, a tower, and associated control or conversion electronics, which has a rated capacity of not more than 100 KW and is intended to reduce on-site consumption of electricity or any other such system. "Property" is defined in Section 1.01 (aa) of the filed Declaration of Covenants.

(jj) **Balcony** – all balconies must be approved by the Architectural Committee and the Board of Directors. A Balcony is not allowed on back to back lots. The Board of Directors decides which lots are considered back to back lots.

Section 3.02 Common Areas:

(a) **All Common Areas** within the land are hereby restricted as follows: Common areas must maintain their original design and use and may not be changed or added onto without permission of the Declarant. No light fixtures, athletic fields, athletic scoring posts, or any other structures, improvements, or amenities shall be installed, constructed, or placed upon the Common Areas; save and except for the Amenities contemplated by the Declarant and constructed as a part of the Addition, including sprinkler systems and landscaping located upon Common Areas.

(b) **POLES FOR STREET SIGN and TRAFFIC CONTROL** – Lawler Park was allowed to upgrade poles for street signs and traffic control to match light poles under the following conditions;

The HOA has the following obligation in reference to upgraded poles:

The Maintenance of the custom sign post in this subdivision is the responsibility of the HOA, including the costs of all labor and materials. Any damaged signs shall be replaced by the HOA as soon as possible (with Stop signs replaced within 24 hours). If not replaced within 24 hours by the HOA, the City will install a sign with its standard

post which the HOA can replace later with a custom sign post. The HOA shall coordinate with the public works department to insure post are properly installed and all signage meets City of Frisco standards. All signs shall meet the standards of the Texas manual on uniform traffic control devices (TMUCTD) including color, font, size, and retro-reflectivity. The HOA shall use the City's standard street name signs purchased from the City (no substitutions are allowed). The HOA shall not install additional sign posts or install additional signs or change existing signs without approval from the Engineering services department. The HOA cannot establish its own roadway regulations (such as speed limits, parking regulations, vehicle prohibitions, etc.). The City of Frisco retains control over what signs are installed in the subdivision and retains its authority over the regulation of City streets and enforcement of traffic laws.

See Exhibit "D"

ARTICLE IV **ASSOCIATION, ORGANIZATION AND MANAGEMENT**

Section 4.01 The Board of Directors of the Association shall consist of not less than three (3) nor more than nine (9) members, the exact number to be fixed in accordance with the provisions of the Bylaws.

Section 4.02 Every Owner of a Lot shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration. The Association shall have two classes of voting memberships:

(a) **Class A:** Class A members shall be all Owners with the exception of Class B members. After Section 4.02 (b) requirements have been met, Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be members of the Association; however, the vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) **Class B:** Class B members shall be the Declarant and any Builder in the Development. All builder(s) votes are automatically conveyed to the Declarant. The Declarant, at its sole discretion, may convey a builder(s) vote back to any Builder in writing. Until the earlier of December 31, 2030 or such time as all Lots held by the Class B member(s) have been sold and conveyed, the Declarant shall be entitled to six (6) votes for each lot owned by all Class B members. At such time as all Lots held by Class B Members have been sold and conveyed, the Class B membership of the Association shall terminate and all votes shall thereafter be cast solely by Class A members. The Declarant may at its sole discretion and at any time convert Class B member(s) to Class A member(s) and give up its rights as Class B member(s).

Section 4.03 Each Owner of a Lot shall be a member of the Association, and such membership shall continue so long as such person or entity continues to be an Owner. The membership of an Owner in the Association shall be appurtenant to and may not be separated from record ownership of any Lot, and the transfer of any membership in the Association which is not made as a part of a transfer of a Lot shall be null and void. Ownership of a Lot shall be the sole qualification of being a member of the Association.

Each Owner shall comply with all rules and regulations as established by the Association from time to time.

Section 4.04 The Association shall have the duty to maintain all Common Areas on the Land and shall have the right, power, obligation and authority to do any act which is consistent with or required by the provisions of these Covenants or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

- (a) The power to levy and collect Assessments (of whatever nature) for the maintenance, repair or replacement of the common areas existing on the Land and for such other purposes as are herein provided for;
- (b) The power to keep accounting records with respect to all activities and operation of the Association;
- (c) The power to contract with and employ others for maintenance and repair, accounting services and legal services; and
- (d) The power to adopt rules and regulations concerning the operation of the Association, including, but not limited to any and all Association amenities owned by the Association;
- (e) The power to appoint an Association Management Company to operate the Association;
- (f) Any and all powers as contemplated by the Certificate of Formation and By-Laws. When there is a conflict between these covenants and the Certificate of Formation and By-Laws, the Board of Directors is entitled to decide which rule will apply.

Section 4.05 The Association, through the Board of Directors, shall have the right but not the obligation, to enforce these Covenants and this Declaration. If the Board of Directors shall fail or refuse to enforce these Covenants for an unreasonable period of time, after written request to do so, then any aggrieved Owner may enforce these Covenants on his own behalf by appropriate action, whether in law or in equity.

ARTICLE V **ASSESSMENTS, MAINTENANCE FUND AND ASSESSMENT LIENS**

Section 5.01 The Association shall possess the right, power, authority and obligation to establish an annual assessment sufficient, in the judgment of the Board of Directors, to pay when due all charges and expenses related to the operations of the Association, including the repayment to the Developer (with interest at the rate of 5% per annum) of the costs to development, complete and maintain water wells for the purpose of providing water to the common areas. The annual assessment for Builders and Homeowners shall be the sum of \$750.00 per Lot. The Board may revise the maximum annual assessment for each Lot, provided that the maximum annual assessment may not be increased during any calendar year more than twenty-five percent (25%) above the maximum annual assessment for the previous year unless approved by the Association's Members as provided in Article IV. This annual assessment for both Builders and home Owners shall be prorated from the closing date of the Lot through the end of the calendar year. The Developer does not pay Association dues and may, but is not obligated, to make up shortfalls in the Association expenditures. At such time as the Declarant turns

the Association over to the Association Members, the Developer would pay Association dues on Lots owned by the Developer. Association funds are used to maintain the common landscape, amenities, fountains, pools, entries, Association management, maintenance sharing with the City and other Association expenses and obligations described in this Agreement. The annual assessments so established shall be payable by the Owners on or before the twentieth (20th) day of January of each year during the term of these Covenants. If any assessment or any part thereof is not paid when due, the unpaid amount of such assessment shall be subject to a late charge fee of \$25.00 per month, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot subject thereto, and there shall be added to the amount of such unpaid assessment any and all costs of collection, expenses, interest, and reasonable attorney fees incurred by the Association. No consent or approval of the Owners shall be required for the establishment of the annual assessments contemplated by this Section.

Section 5.02 Prior to the commencement of each calendar year, the Association, through the Board of Directors, shall prepare a budget setting forth the anticipated expenses and assessment for each Lot for the ensuing year. Such budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the expenses anticipated to be incurred, and shall be accompanied by a statement setting forth each Owner's annual pro rata share thereof. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the annual assessment payable hereunder, and the failure of the Board of Directors to timely deliver the budget provided for herein shall in no event excuse or relieve an Owner from the payment of the annual assessments contemplated hereby. Any budget prepared and delivered to the Owners as hereby contemplated may be amended as and to the extent reasonably necessary, and the amount of an Owner's annual assessment changed, to correspond therewith.

Section 5.03 In addition to the annual assessments contemplated hereunder, the Association shall possess the right, power and authority to establish special assessments from time to time as may be necessary or appropriate in the judgment of the Board of Directors to pay

(i) nonrecurring expenses relating to the proper operation, management and the administration of the Association, or (ii) nonrecurring expenses relating to the proper maintenance, care, alteration, improvement, or reconstruction, of Common Properties or the improvements or amenities constructed thereon.

Section 5.04 Each Owner shall be personally obligated to pay his pro rata share of all assessments established pursuant to these Covenants. Each Owner's pro rata share shall be equal to a percentage of the total amount of the assessments established pursuant to these Covenants determined by dividing one (1) by the total number of Lots. Any unpaid assessments shall constitute the personal obligation of the Owner of such Lot at the time such assessment is due. No Owner shall be entitled to exempt himself from the liability of such Owner's obligation to pay such assessment by an abandonment of his Lot or by any other action whatsoever. Any such assessment not paid within twenty (20) days of the date due shall be subject to a monthly \$25 late charge, and the Association may, at its election, bring action at Law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot subject thereto,

and there shall be added to the amount of such unpaid assessment any and all costs of collection, interest, expenses, and reasonable attorney's fees. It shall be the responsibility of the Board of Directors to collect any such delinquent assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and such Owner's First Mortgagee if the Association has been provided with their address.

Section 5.05 An Owner's pro rata share of all assessments established pursuant to these Covenants shall be secured by a lien upon such Owner's Lot and the Residence located thereon in favor of the Association, which lien shall be prior and superior to all of the liens and encumbrances upon such Lot and Residence, regardless of how created, evidenced or perfected, other than the liens securing the payment of First Lien Indebtedness and the lien for unpaid taxes, assessments and other governmental impositions. Such lien and encumbrances may be enforced by any means available at law or in equity, including, without limitation, Expedited Foreclosure conducted in accordance with the provisions of V.T.C.A. Property Code Section 209.0092, with the Board of Directors having the power to appoint a trustee to conduct such a sale. The Association or any other Owner may be the purchaser at such foreclosure sale. Each owner hereby expressly grants the Association a power of sale in connection therewith.

Section 5.06 The Association shall promptly transmit to an Owner, such Owner's First Mortgagee, or any other interested party requesting such information, a statement setting forth the amount of any delinquent assessment payable by an Owner, as well as the amount of the annual assessment payable at the time of such request.

ARTICLE VI **IMPROPER MAINTENANCE BY OWNER**

Section 6.01 In the event any Lot (including any Building or Residence located thereon) is, in the judgment of the Board of Directors, so maintained by its Owner as to not comply with these Covenants or so as to present a public or private nuisance or so as to substantially detract from the appearance or quality of the neighboring Lots and Residences or other areas of the Land which are substantially affected thereby or related thereto, the Board of Directors, may, by resolution, make a finding to that effect specifying the particular condition or conditions which exist, and pursuant thereto deliver notice thereof to the offending Owner that unless corrective action is taken within ten (10) days, the Association will cause such action to be taken at such Owner's cost. If at the expiration of said ten (10) day period of time the requisite corrective action has not been taken, the Board of Directors shall be authorized and empowered, to cause such action to be taken and the cost (the "Maintenance Cost") thereof shall be assessed against the Lot of the offending Owner and shall be secured by the Maintenance Lien as hereinafter provided. Written notice of such assessment shall be delivered to the offending Owner, which notice shall specify the amount of such Maintenance Cost and shall demand payment thereof within thirty (30) days after the date of said notice.

Section 6.02 The Board of Directors shall have the right, at any time there are unpaid Maintenance Costs outstanding with respect to a Lot, to file with the County Clerk of the County (1.01(k)), a statement describing such Lot and declaring the amount of unpaid Maintenance Costs relating thereto in which event, upon such filing, there shall automatically be imposed upon such Lot a Lien (the "Maintenance Lien") in favor of the

Association for the amount of such unpaid Maintenance Costs relating to any such Lot. Upon payment of the Maintenance Costs secured by such Maintenance Lien by or on behalf of the Owner of the Lot against which the Maintenance Lien is imposed, the Board of Directors shall file of record with the County Clerk of the County (1.01(k)), an appropriate release of such Maintenance Lien previously filed against the Lot for such Maintenance Costs. The Maintenance Lien shall be for the sole benefit of the Association.

Section 6.03 Each Owner, for himself, his heirs, executors, administrators, trustee, personal representatives, successors and assigns, covenants and agrees:

(a) That he will pay to the Association within fifteen (15) days after the date of written notice thereof any Maintenance Costs assessed against his Lot; and

(b) That by accepting any Deed of his Lot, he shall be and remain personally liable for any and all Maintenance Costs assessed against his Lot while he is (or was) the Owner thereof, regardless of whether such Covenants or agreements are expressed in such Deed and regardless of whether he signed the Deed.

Section 6.04 If the Owner of any Lot fails to pay the Maintenance Costs when due, the Board of Directors may enforce the payment of the Maintenance Costs and/or the Maintenance Lien by taking either or both of the following actions, concurrently or separately (and by exercising either of the remedies hereinafter set forth, the Board of Directors does not preclude or waive its rights to exercise the other remedy):

(a) Bring an action at law and recover judgment against the Owner personally obligated to pay Maintenance Costs;

(b) Foreclose the Maintenance Lien against the Lot by Expedited Foreclosure in accordance with the provisions of V.T.C.A. Property Code Section 209.0092 and the right to recover a deficiency. The Board of Directors shall have the power to appoint a trustee to conduct such sale. The sale or transfer of any Lot shall not affect the Maintenance Lien. Each owner grants the Association a power of sale in connection therewith.

Section 6.05 In any action taken pursuant to Section 6.04 of this Article, the Owner shall be personally liable for, and the Maintenance Lien shall be deemed to secure the amount of, the Maintenance Cost, together a monthly \$25 handling charge, and the Association may, at its election, bring action at Law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot and Residence subject thereto, and there shall be added to the amount of such unpaid assessment any and all costs of collection expenses, interest, and reasonable attorney's fees incurred by the Association.

ARTICLE VII **ARCHITECTURAL CONTROL**

Section 7.01 The Architectural Control Committee (ACC) (herein so called), which shall be composed of three (3) or more individuals selected and appointed by the Declarant and shall serve for as long as the Declarant at its sole discretion desires or until such time as the Declarant gives control of the ACC to the Board of Directors. It is the intent of the Declarant to appoint ACC members until the last Lot in the subdivision is

built on. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of this residential development. All matters before the ACC shall be decided by majority vote of its members. At any time, the Declarant may delegate and assign to the Board of Directors, all of the Developer's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. In the event of the death, incapacity or resignation of a member of the ACC, the successor for such member shall be appointed and removed by the Declarant if such death, incapacity or resignation occurs on or before the Declarant conveys these powers to the Association. After the Declarant conveys these powers to the Association, the Board of Directors will appoint and remove the members of the ACC in addition to all the other powers the Declarant had had with regard to the ACC.

Section 7.02 No Building, fence, wall, sign, exterior light, or other structure or apparatus, either permanent or temporary shall be commenced, erected, placed or maintained upon the Land (or any Lot constituting a part thereof), nor shall alteration, excavation, subdivision or re-subdivision thereof, including without limitation changes in or alterations of grade, roadways and walkways, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location and other material attributes of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ACC. All plans and specifications submitted to the ACC shall include a plot plan showing the location of the improvements, the plan for drainage and the construction plans giving the dimensions of the plan for drainage and the construction plans giving the dimensions of all improvements and shall specify, in addition to construction diagrams and specifications, exterior materials, including brick, stone and roofing to be used and color schemes for all improvements. Plans must be submitted ten (10) days prior to any construction, and plans will be kept on file until the Residence is completed. If the ACC fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval of the ACC will be deemed to have been given, and this Article will be deemed to have been fully complied with. The ACC shall have the right, all in the sole discretion of the ACC, to disapprove any plans and specifications submitted to it for any of the following reasons:

- (a) If such plans and specifications are not in accordance with any of the provisions of these Covenants or the codes, ordinances and regulations of the City;
- (b) If the external design, elevation, appearance, location or color scheme for the proposed improvements are not in harmony with the general surroundings of the Land or with the adjacent dwellings or structures or with the topography;
- (c) If the plans and specifications submitted are incomplete;
- (d) If the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography;

(e) If the ACC deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the Association, its members or Land.

The ACC is authorized to accept whatever drawings, plans or specifications as it deems desirable within its sole discretion to be in satisfaction of the foregoing. The decision of the ACC shall be final, conclusive and binding upon all Owners during the time the Declarant appoints the ACC. When the Board of Directors appoints the ACC, the decision of the ACC is not final. An owner can appeal the ACC decision to the Board of Directors and their decision is final, conclusive and binding on all owners. Neither the ACC nor Declarant nor Developer nor Board of Directors shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications. The approval by the ACC in no way gives an opinion or approval of the structural integrity or marketability of the structure approved. In addition, the Owner is solely responsible for the plans and specifications to meet local Code and Laws. The signature of any member of the ACC on a letter, email or on any such plans and specifications with "approved" or "disapproved" written or stamped thereon shall be prima facie evidence as to such approval or disapproval being the act of the full ACC.

ARTICLE VIII **VARIANCES**

Section 8.01 The ACC may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that such is done in conformity to the intent and purposes hereof. ACC may issue Bulletins and approval from time to time to address new products and technology, over the course of the building out of the Subdivision, which it considers to be acceptable for use in the Subdivision. After the Developer conveys the power of the ACC to the Association, the Board of Directors is the only party that can grant the variances and adjustments and issue Bulletins and approvals as per this Article VIII.

ARTICLE IX **LAND SUBJECT TO THIS DECLARATION**

Section 9.01 All of the Property and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Developer, and any subsequent owner of all or any part thereof, subject to these Covenants and the covenants, restrictions, charges and liens set forth herein.

ARTICLE X **MISCELLANEOUS**

Section 10.01 These Covenants may be revoked or amended in the following manner:

(a) Until December 31, 2030, Owners of not less than seventy-five percent (75%) of the Lots may from time to time, revoke or amend these Covenants for any purpose by instrument bearing the signature of such Owners, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of the County (1.01(k)).

(b) On or after December 31, 2030, Owners of not less than fifty-five percent (55%) of Lots may from time to time, revoke or amend these Covenants for any purpose by instrument bearing the signature of such Owners, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of the County (1.01(k)). During the time that the Declarant owns any lots, the Declarant in its sole discretion and without a vote or consent of any members may modify, amend or repeal these covenants.

(c) For Phase I and Phase 2 and all future Phases (if any) - Until the earlier of December 31, 2030 or such time as all Lots held by the Class B member(s) have been sold and conveyed, the Declarant may from time to time, revoke or amend these Covenants for any purpose, to the exclusion of the Class A Members, by instrument bearing the signature of such Declarant, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of the County (1.01(k)).

Section 10.02 These Covenants shall be effective upon the date of recordation hereof, and as amended from time to time, shall continue in full force and effect to and including December 31, 2030. From and after said date, these Covenants, as amended, shall be automatically extended for successive periods of ten (10) years, unless an affirmative vote to terminate these Covenants is signed by (1) the Director of Planning of the City, and (2) the then Owners of not less than sixty percent (60%) of the Lots and filed, at the Association's expense, in the Real Property Records of the County (1.01(k)).

Section 10.03 If any provisions of these Covenants shall be held invalid or unenforceable the same shall not affect the validity or enforceability of any of the other provisions hereof.

Section 10.04 Whenever notices are required to be sent hereunder, the same shall be sent to the Owner who is the intended recipient, by certified or registered mail, return receipt requested and postage prepaid at the address of such Owner's Lot and further provided that any such notice may be delivered in person. Notices shall be deemed received when actually received and whether or not received when deposited in a regularly maintained receptacle of the United States Postal Service in accordance with the provisions hereof. Notices sent to the ACC or the Association shall be sent by certified or registered mail, return receipt requested and postage prepaid, only at such address as has previously been specified by the ACC to the Owners or by the Board of Directors to the Owners, respectively. The ACC and the Association may, from time to time, change such specified addresses by giving the Owners notice of such change in the manner herein provided.

Section 10.05 Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

Section 10.06 All captions, titles or headings of the Articles and Sections in these Covenants are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any other provisions hereof, or be used in determining the intent or content hereof.

Section 10.07 If any interest purported to be created by these Covenants is challenged under the Rule Against Perpetuities or any related rule, the interest shall be

construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be those which would be used in determining the validity of the challenged interest.


Section 10.08 Not later than one-hundred-eighty (180) days after homeowners own seventy-five percent (75%) of the Lots subject to these Restrictions of Lawler Park Homeowners Association and any "Future Phase(s)", Developer shall convey to Association, and Association shall accept, the Common Areas, subject to any valid easements and restrictions of record. Nonetheless, ad valorem taxes on all Common Areas will be paid by the Association for all years beginning with the year of the date of the Phase I Declaration.

Section 10.09 Notwithstanding anything to the contrary in this Declaration, including without limitation Articles V and VI hereof, any claim against an Owner that is also in the nature of an "enforcement action" under the Owners Protection Act shall be subject to all applicable provisions of the Owners Protection Act. To the extent of any conflict between the provisions of this Declaration and the provisions of the Owners Protection Act, the Owners Protection Act shall be controlling. The Owners Protection Act is found in Section 209.001 et seq. of the Texas Property Code, as such may be amended from time to time.

EXECUTED on the date first above written.

DECLARANT: Frisco Crossing Joint Venture, Ltd.
a Texas Limited Partnership
By: Warren Clark Development, Inc., General

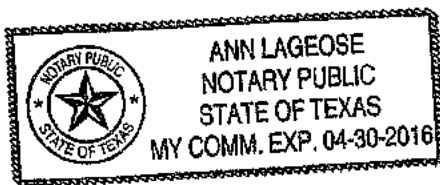
Partner


James A. Russell, Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 15th day of July, 2013, by James A. Russell, Vice President of Warren Clark Development, Inc., a Texas corporation, General Partner of Frisco Crossing Joint Venture, Ltd., a Texas Limited Partnership, on behalf of said partnership.

[Notary Stamp]




Notary

[illegible][illegible][illegible][illegible]

1000

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

HAVING THEREFORE KNOW ALL MEN BY THESE PRESENTS, That I, the said Mayor, do hereby certify and attest that the foregoing copy of the report of the Board of Public Works, as amended, was duly adopted by the City Council of the City of New York, at its regular meeting held on the 10th day of March, A.D. 1908, under the chairmanship of the Mayor, and that the same has been duly approved by me, Mayor of the City of New York.

In WITNESS WHEREOF, I have hereunto set my hand and the seal of the Office of the Mayor of the City of New York, at New York, this 10th day of March, A.D. 1908.

MAYOR OF THE CITY OF NEW YORK

[illegible][illegible]

STREET FASHIONS

The crowd at Krone shows on the left the "lively European" style at Krone (left), the accessories and clothes, say an overcoat to protect your expensive, casual, ready-to-wear, reference, moreover, after, service and pleasantly maintain street and highway

00 CJA
307100


0000212 MAL

THE STATE OF TEXAS,
COUNTY OF COLLIER,
CITY OF PHOENIX:

[illegible][illegible]

100

1000

Bureau's Certificate
 Know All Men by These Presents:
 That I, Don E. Thompson, do hereby certify that I prepared the plat and the field notes
 accompanying the same, and that the same are true and correct, and that I am a duly
 sworn officer with the San Antonio jurisdiction of the City of Houston, Texas.
 Dated this 24th day of July 1943.

 Don E. Thompson, City Clerk # 4772
 STATE OF TEXAS
 COUNTY OF DALLAM
 Certified me, this _____ day of _____, 19____.

 County Clerk

I, John E. H. [Signature] of the County of San Diego State of California
 do hereby certify that the within and foregoing is a true and correct copy of the
 original as the same appears from the records of the County of San Diego State of California
 this 20th day of July 1904.
 County Clerk, State of California
 [Signature]

[illegible]

EXHIBIT

All pages
Filed
Office
Stamps

PROHIBIT

of this
recorded
Public Rec
County

2 of 2

2

LPN ARBOR JOINT VENTURE

18250 Knoll Trail, Suite 2
Dallas, Texas 75248
Contact: Dale O'Leary
GPI PARTNERS, INC.

14381 Quorum Drive, Suite 100
Addicks, Texas 75001
Contact: Jeff Kling

4

EXHIBIT "A" 2 of 2

All portions of this Plat
Filed and Recorded
Official Public Records
Stacy Kemp, County Clerk
Collin County, TEXAS
07/10/2013 02:58:08 PM
\$31.00 CJAMAL
20130710010002120

CITY PROJECT NO.: FP13-0013

FINAL PLAN

THE ARBOR
AT LAWLOR PARK,
PHASE 2

BLOCK A, LOTS 1-18 AND 27A; BLOCK B, LOTS 19-26;
BLOCK C, LOTS 27-32; BLOCK D, LOTS 33-40;
BLOCK H, LOTS 1-3, AND LOT 28N

65 RESIDENTIAL LOTS TO
BE DEVELOPED - 148-SF-7

2 COMMON AREA HOA LOTS (0.723 ACRES)
1 DRIVEWAY EASEMENT LOT (JAWT ADJCS)

21,878 SQ. FT. OUT OF THE
GEORGE MOORE SURVEY, ABSTRACT NO. 1000
CITY OF FRISCO, COLLIN COUNTY, TEXAS

UPH ARBOR JOINT VENTURE, LTD.	OWNER / DEVELOPER	(972) 931-8971
16250 Koval Trail, Suite 210 Dallas, Texas 75248 Contact: Bob Dack		
SI PARTNERS, INC.	SURVEYOR/ENGINEER	(972) 348-7076
14301 Sursum Drive, Suite 200 B Addicks, Texas 75001 Contact: Jeff Hines		

Contract: July 01, 2012
Submitted: August 15, 2012
SHEET 2 OF 2

Received July 01, 2013
Submitted August 15, 2012

END OF LINE

The Arbor At Lawler Park

Exhibit "B"

Fence Restrictions *

page 3/6

Interior Lots

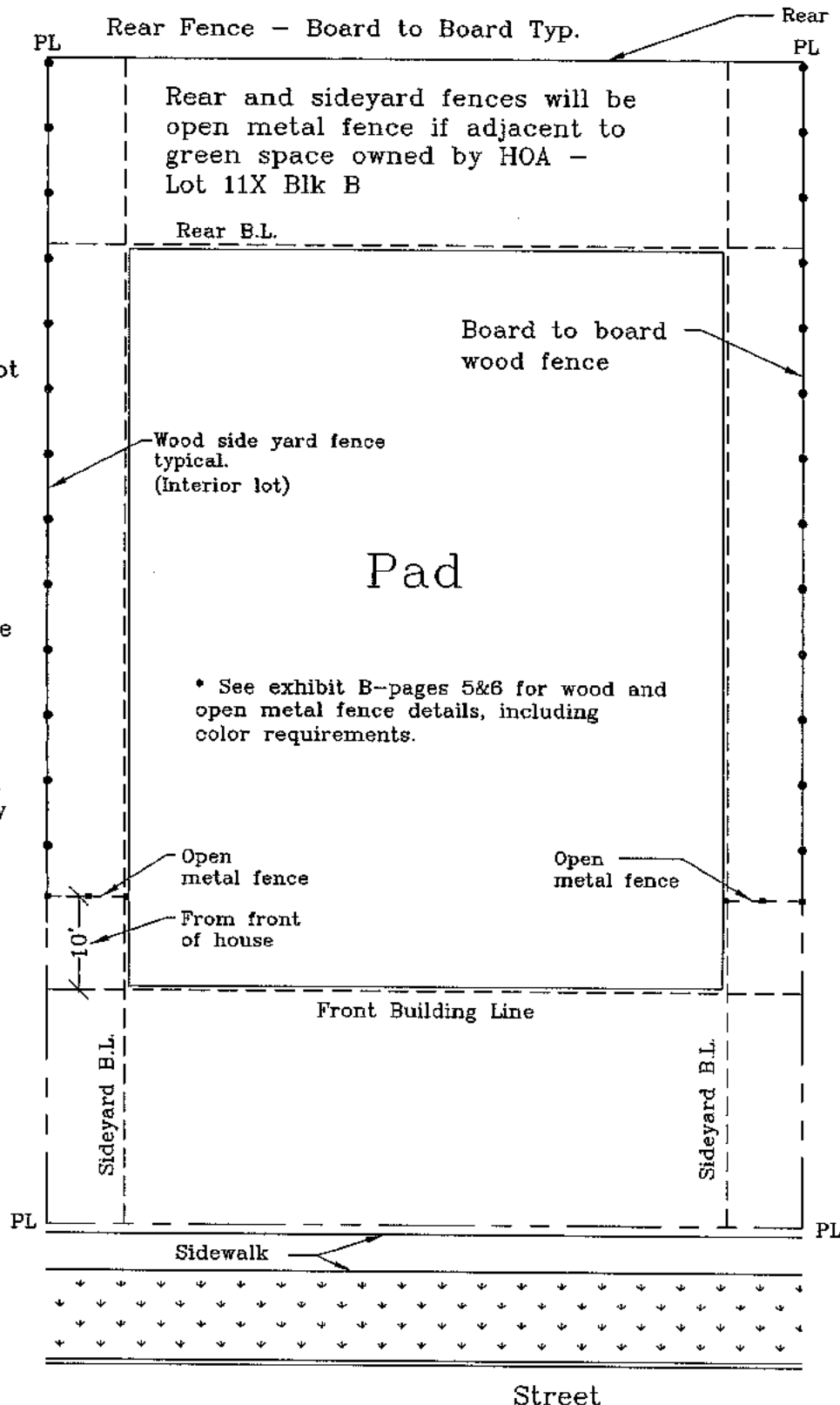
Note: Exhibit B pages 1 and 2 of 6 are
Intentionally left out of this document

Note:
Lots 13-19 Block A
No rear fence by lot
owners allowed.

No side yard fence
by owner east
property line of
Lot-19 Blk-A

Rear and side yard
fencing adjacent to
green spaces will be
open metal fence,
unless noted
otherwise.

Lots-6&7 Blk-B
Side yards adjacent
to green space may
be wood fence.



N.T.S.

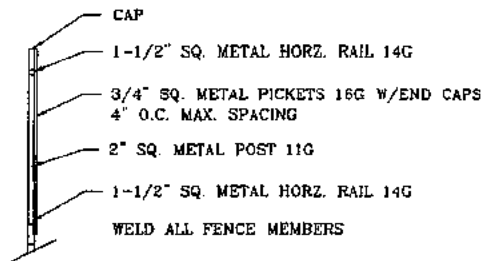
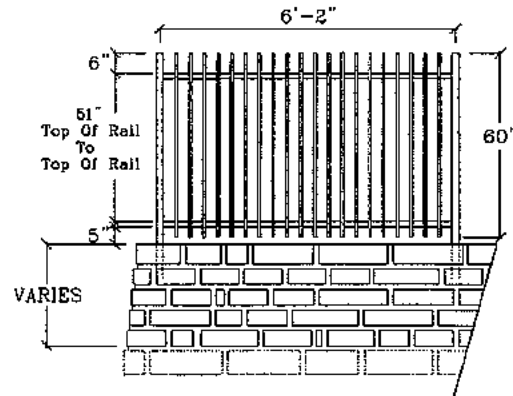
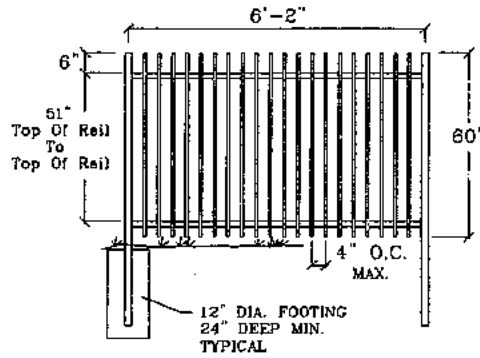
Denotes street tree
area as required by
city ord.

page 4/6

OPEN METAL FENCE DETAIL

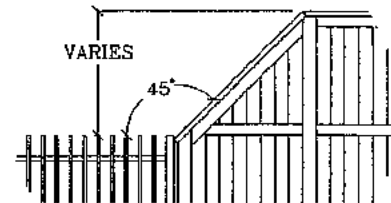
(VERIFY ALL FENCING W/LOCAL BUILDING CODES PRIOR TO CONSTRUCTION)

The Color of Open Metal Fencing shall be Tiger Drylac powder coat RAL colors - 6015



TYPICAL SECTION

NTS

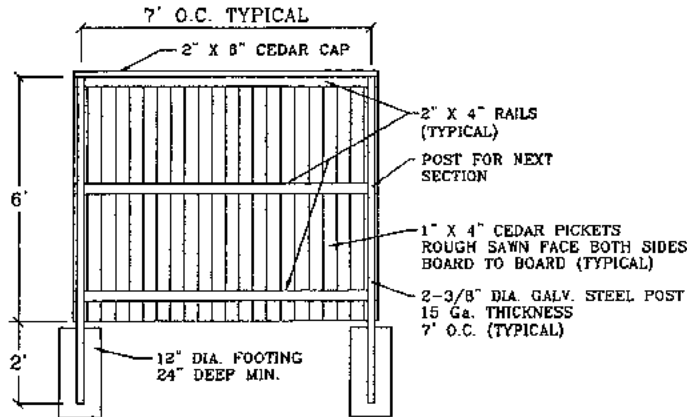


WOOD TO METAL TRANSITION

NTS

WOOD FENCE DETAILS (BOARD TO BOARD)

#1 GRADE ROUGH SAWN CEDAR STAIN - SEAL RITE MEDIUM BROWN
(VERIFY ALL FENCING W/LOCAL BUILDING CODES PRIOR TO CONSTRUCTION)

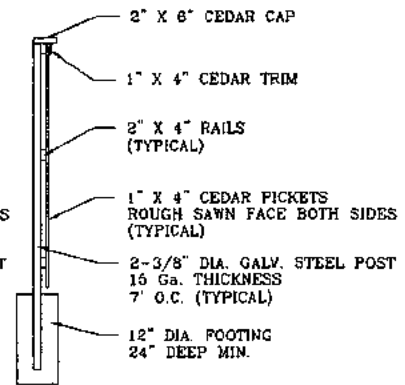


NOTE:

SMOOTH SIDE TOWARD ALLEY
RAILS TOWARD HOUSE

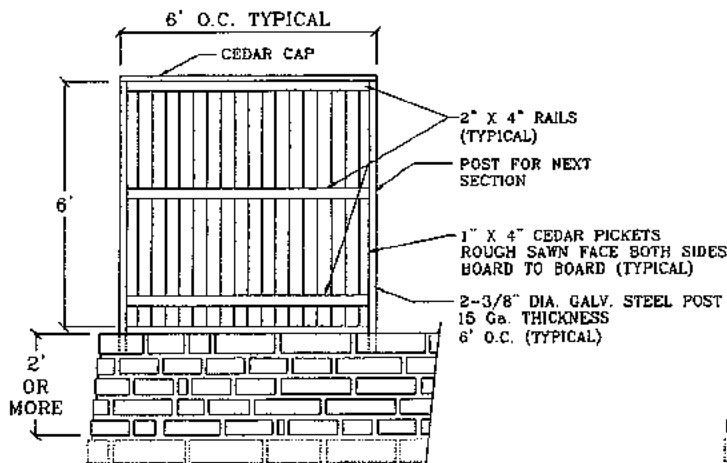
FENCE DETAIL A

NTS



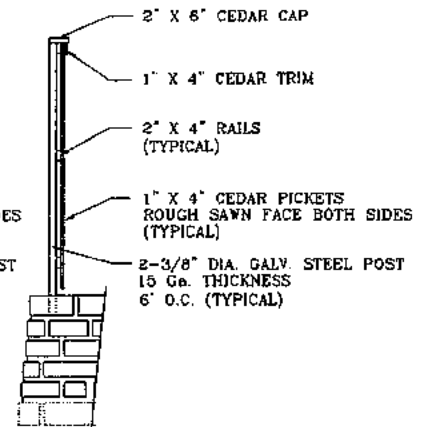
NOTE:

SMOOTH SIDE TOWARD ALLEY
RAILS TOWARD HOUSE



FENCE DETAIL B

NTS



“PHASE 2 ONLY”

Exhibit “C”

Maintenance of Common Area – (Guidelines)

Maintenance of the common open space properties of the Association is to enhance the enjoyment and esthetics of the neighborhood for all homeowners. The following guidelines are intended to summarize the level of maintenance of the various common areas and are subject to reasonable modifications. These items are not intended to list or explain all amenities or all maintenance to be performed on common areas. Maintenance and its cost is the responsibility of the Association. The following areas will be maintained:

The Arbor Common Areas – Phase 2 Only:

Lot 21 X Block A – Entry feature and signage, walls, sidewalk, bedding plants, seasonal color, Bermuda grass with regular mowing and native grasses with biannual mowing.

Lot 11 X Block B – Ten feet of greenbelt to preserve the tree line, no plantings, mow and remove debris four (4) times per year. No dumping is allowed from adjacent lots. Drainage easement with native grass and gabions.

Street Poles and Signs

Brandon Industries, Inc.
Quality Streetscape Solutions

1601 Wilmet Road Phone: 800.247.1274
McKinney, Texas 75069 Fax: 972.542.1015
www.brandonindustries.com

Product Specification

Sign example made from the following parts

POLE
SP3X14 – 3" x 14' Fluted Pole Extruded Aluminum Alloy 6005-75 Wall Thickness – .125"
FINIAL
FIN-B3 – Ball Finial for 3" Round Pole Cast Aluminum Alloy #356
TRIMS
ZWAYARM24 – Cantilever sign bracket 24"
TSTOP30N – Trim for 30" Stop Sign Cast Aluminum Alloy #356
SIGNS
DG R1-1/30 – Reflective 30" Stop Sign 3M DIAMOND GRADE reflective vinyl with powder-coat black back
BASE
SB-93 – Slip-Over Base For 3" OD Pole Cast Aluminum Alloy #356

Diagram illustrating the assembly of a street pole with a stop sign and directional signs. The sign height is indicated as 7' above grade.

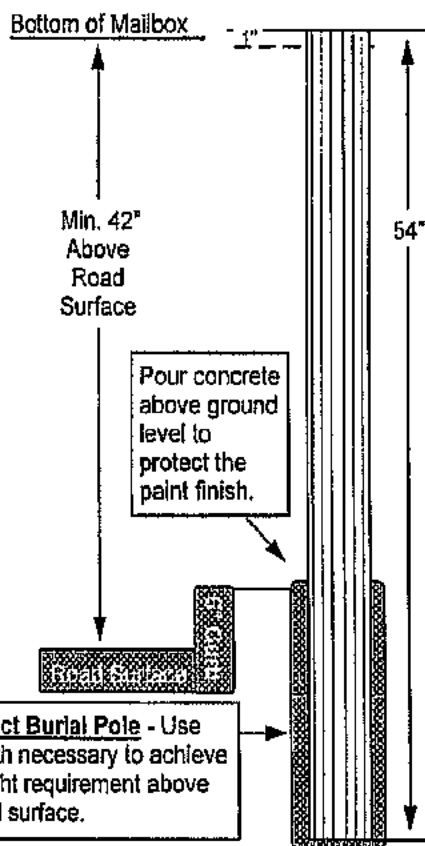
“Exhibit E”

TXF54-XX15-3X

CUSTOMERS ARE REQUESTED TO CONTACT THE LOCAL POST OFFICE BEFORE ERECTING THE BOX TO ENSURE ITS CORRECT PLACEMENT AND HEIGHT AT THE STREET.

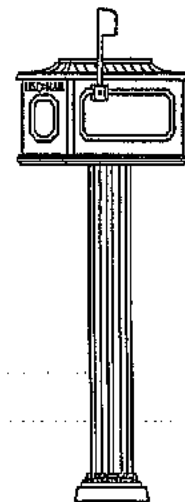
Pole #54 - 5" OD DIRECT BURIAL POLE

THREE 1/2" DIAMETER HOLES AT 120° INTERVALS.
Use three 5/16-18x1" flat slot bolts to attach mailbox to pole.



Attach Kit:

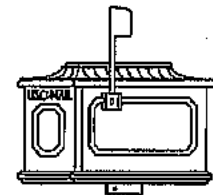
1 - General Installation Instructions



M3-A - Cast Aluminum Mailbox

Includes Flag Kit with 8-32x5/8" phill pan stainless bolt

Tenon with three 5/16-18x1" Flat Slot bolts to align with holes at top of pole.



SB-15 - Slip Over Base

Slip over pole and rest on concrete footing to protect the finish.



Lawler Park Mailbox Pricing

TXF54-XX15-3X BK:	\$226.00
LABOR:	\$90.00
TAX:	\$18.65
TOTAL:	\$334.65

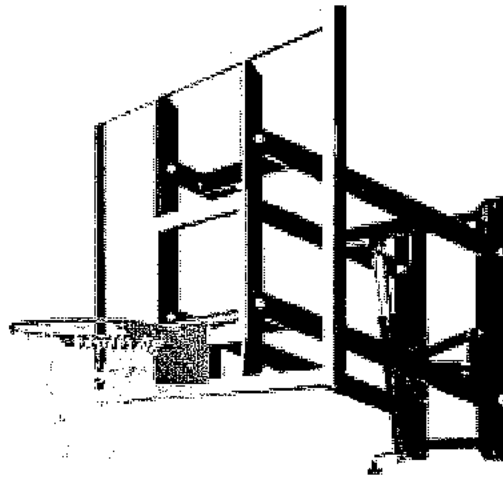
Available at: Brandon Industries, Inc.
1601 Wilmeth Road
McKinney, Texas 75069
972-542-3000

L:\Mailbox SPEC SHEETS\TXF54-XX15-3X

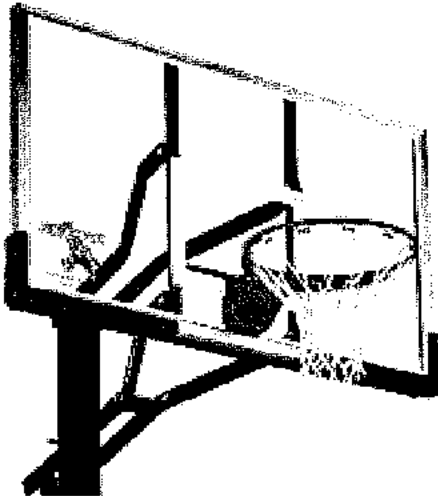
04.01.07
P52-M3

“Exhibit F”

Basketball Hoops



SB60 Wall Mount – 60” x 36” 3/8” thick glass



GS60av - 60” x 36” / 5.5”x5.5” pole / 3/8” thick
glass 2.5’ overhang / DuPont Powder Coated

Goaliath - GB60brs not shown



July 9, 2013

Mr. Darell Bagley
Landscape Architect
City of Frisco
Development Services Department
6101 Frisco Square Blvd
Frisco, TX 75034
CC: Biff Harris

LANDSCAPE ARCHITECTURE

SITE PLANNING

TREE MITIGATION

EXHIBIT "G"

Re: Arbors at Lawler Park - Ph. II
Crossing at Lawler Park - Ph. II

Mr. Bagley,

Per the City of Frisco ordinance regarding street trees for new development, I have attached a planting schedule for the above mentioned projects. We plan to plant each street with an individual tree specie. As required by ordinance, we will not exceed 45% for any single specie. I have attached a list of species for each corresponding street.

Sowell Drive	-	Cedar Elm
Longmont Court	-	Lacebark Elm
Orchard Hill Ln	-	Texas Ash
Grand Arbor Lane	-	Live Oak (continuation from phase one planting)
Mossvine Dr.	-	Chinese Pistache (continuation from phase one planting)
Wright Dr.	-	Cedar Elm

The trees will be planed per the City of Frisco requirements at the spacing required by the city.

If you should have any questions, do not hesitate to call.

Sincerely,

Cody Johnson, ASLA, PLA

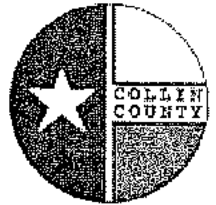
Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/16/2013 10:44:19 AM
\$140.00 DLAIRO
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7-9-2013

Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900
www.studio13.biz

COLLIN COUNTY, TEXAS
STACEY KEMP
2300 Bloomdale Rd, Suite 2104
McKinney, TX 75071
Phone: 972-548-4185



STACEY KEMP
COUNTY CLERK

Receipt for Services

Cashier DLAIRD

Batch # 946008

Date: 07/16/2013 Time: 10:44:19AM

Customer Name FRISCO JOINT VENTURE LTD
16250 KNOLL TRAIL #210
DALLAS, TX 75248

Date	Instrument No	Document Type	Transaction Type	GF Number	Pg/Amt
7/16/2013 10:44:19AM	20130716000990320	MA			32
		MA		Total:	140.00
		Fee Total:			140.00
CASH					140.00
Payment Total:					140.00

After Recording Return to:
Frisco Crossing Joint Venture, Ltd.
16250 Knoll Trail, Suite 210
Dallas, TX 75248
Attn: James A. Russell

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.**

**STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for LAWLER PARK (Declaration) made this fourteenth day of August, 2012 and entered into by FRISCO CROSSING JOINT VENTURE, LTD., a Texas Limited Partnership, and LPN ARBOR JOINT VENTURE, LTD., a Texas Limited Partnership (hereinafter individually referred to as the "Developer" and collectively referred to as the "Developers").

WITNESSETH:

A. WHEREAS, Developers are the owners of certain real property (the "Property") situated in the City of Frisco, Collin County, Texas and desire to create thereon a residential community with residential lots, open spaces, landscaping, streets, common lighting, fencing, drives, and other common improvements for the benefit of the community; and

B. WHEREAS, Developers desire to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said open spaces, landscaping sprinkler systems, streets, common lighting, fencing, drives, and other common improvements as well as certain adjacent properties beneficial to the community; and, to this end, desire to subject the Property on a phase by phase basis, together with such additional real Property as may hereafter be added as provided in Article II, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each and every owner of any part thereof and designate Frisco Crossing Joint Venture, Ltd. as the "Declarant" hereunder for the purpose of administering and enforcing such covenants, conditions, restrictions, easements, charges and liens in accordance with this Declaration; and

C. WHEREAS, Declarant has caused or will cause a non-profit corporation to be incorporated under the laws of the State of Texas for the purpose of effecting the intents and objectives herein set forth.

D. NOW, THEREFORE, Declarant and Developers declare that the Property together with such additional real property as may hereafter be added pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set-forth; provided, however, that parcels of the Property for any such additional real property shall be made and rendered subject to these Covenants and Restrictions only as provided herein or as declared by a subsequent instrument to such effect and filed in real property records of Collin County, Texas.

ARTICLE I **DEFINITIONS**

Section 1.01. As used in this Declaration, the following terms shall have the meaning set forth below:

(a) "Initial Addition" shall mean THE ARBOR AT LAWLER PARK PHASE I and THE CROSSING AT LAWLER PARK PHASE I, Addition(s) to the City of Frisco, Collin County, Texas, according to the Plats thereof recorded in the Plat Records of Collin County, Texas and attached hereto as **Exhibit "A"**, as the same may be amended from time to time and any other phase or addition made subject to this Declaration.

(b) "Association" shall mean and refer to LAWLER PARK HOMEOWNERS' ASSOCIATION, INC., a Texas nonprofit corporation, which shall have the power, duty and responsibility of maintaining and administering the Common Properties, and collecting and disbursing the assessments and charges hereinafter prescribed, and will have the right to administer and enforce the Covenants and Restrictions.

(c) "Architectural Control Committee" or "ACC" shall mean a committee of three or more members appointed by the Board of Directors as further defined in Article VII.

(d) "Board of Directors" shall mean the Board of Directors of the Association named in the Charter and their successors as duly elected and qualified from time to time.

(e) "Building(s)" shall mean any vertical structure located on the Land.

(f) "Bylaws" shall mean the Bylaws of the Association initially adopted by the Board of Directors, as duly amended from time to time.

(g) "Charter" shall mean the Certificate of Formation of the Association filed with the Secretary of State of Texas, as duly amended from time to time.

(h) "Class A" member shall have the meaning set forth in Article 4.02(a).

(i) "Class B" member shall have the meaning set forth in Article 4.02(b).

(j) "City or Town" shall mean the City of Frisco, Texas, or its assignees,

(k) "County" shall mean the County of Collin in the State of Texas.

(l) "Common Properties" ("Common Area(s)", "Common Area Properties") shall mean and refer to (i) those certain landscape easements and open spaces, landscaped medians, landscaping improvements, plantings, fencing, sprinkler systems, and easements, among other amenities, which, with respect to the Initial Addition, are more

particularly described on **Exhibit "A"** and maintained as on **Exhibit "C"** attached hereto and made a part hereof for all purposes, all of which are intended to be devoted to the common use and enjoyment of the Owners; and (ii) any areas of land, improvements or other property rights within the Property, once such parcel is made subject to these Covenants and Restrictions, which are known, described or designated or which shall subsequently become known, described or designated as Common Properties intended for or devoted to the common use and enjoyment of the Owners, together with any and all improvements that are now or may hereafter be constructed thereon. In certain circumstances, Common Properties may not be owned by the Developers or the Association in fee, but may, in some instances, be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Developers or the Association but which are maintained by the Association or the Developers for the use and benefit of the Owners and the Property. An example of areas of Common Properties which may not be owned or leased by the Association or the Developers but would constitute a portion of the Common Properties would be landscaped areas appurtenant to and within public rights-of-way. The Declarant or either of the Developers may hold record title to all or a portion of the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Owners to use and enjoy the Common Properties, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant or such Developers) after the Association has been incorporated, convey or grant to the Association those portions of the Common Properties which are owned by the Declarant or the Developers in fee, as an easement. Common Properties may be added, deleted or modified by the Declarant.

(m) "Common Expenses" shall mean all costs and expenses payable by the Association pursuant to the provisions of these Covenants, the Bylaws or a resolution duly adopted by the Board of Directors or the Owners.

(n) "Covenants" shall mean the covenants, conditions, easements, charges, servitudes, liens, reservations and assessments set forth herein and the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS relating to both THE CROSSING AT LAWLER PARK PHASE ONE AND THE ARBOR AT LAWLER PARK PHASE ONE filed as a part of this Declaration.

(o) "Deed" shall mean a deed or other instruments conveying the fee simple title to a Lot.

(p) "Declarant" is and shall mean Frisco Crossing Joint Venture, Ltd., a Texas limited partnership, and its successors and assigns, being any party to whom it shall expressly assign in writing its rights, powers, privileges or prerogatives hereunder.

(q) "Declaration" shall mean this, the Original Declaration, and as amended by future Amendments or Supplementary Declarations.

(r) "Developer(s)" is and shall mean FRISCO CROSSING JOINT VENTURE, LTD., a Texas limited partnership, and LPN ARBOR JOINT VENTURE, LTD., a Texas limited partnership, and its successors and assigns, being any party to whom it shall expressly assign in writing its rights, powers, privileges or prerogatives hereunder.

(s) "First Lien Indebtedness" shall mean any indebtedness incurred for the acquisition of a Lot/Residence or construction of a Residence on a Lot which, by its terms, is secured by a first and prior lien or encumbrance upon a Lot, and any refinancing of any such indebtedness.

(t) "First Mortgagee" shall mean any bank, insurance company, savings and loan association, mortgage company, agency or instrumentality of the United States Government or other institutional holder of First Lien Indebtedness.

(u) "Home Builder" or "Builder" shall mean any builder building a Residence upon a Lot in the normal course of the builder's business for profit.

(v) "Initial Addition" "Initial Addition" shall mean THE ARBOR AT LAWLER PARK PHASE I and THE CROSSING AT LAWLER PARK PHASE I, Addition(s) to the City of Frisco, Collin County, Texas, according to the Plats thereof recorded in the Plat Records of Collin County, Texas and attached hereto as **Exhibit "A"**, as the same may be amended from time to time and any other phase or addition made subject to this Declaration.

(w) "Land" shall mean the Phase One Property and the Additional Property, together with all and singular the rights and appurtenances pertaining thereto, and any other tract or land made subject to this Declaration as a result of the recording of a Supplemental Declaration pursuant to Section 2.03 below.

(x) "Lot" or "Lots" shall mean, individually or collectively, those certain Lots designated as Lots on **Exhibit "A"** or those which may be added or changed on the final plat filed with the City of Frisco, for The Crossing at Lawler Park - Phase One and/or The Arbor at Lawler Park - Phase One, additions to the City of Frisco, Texas, according to the Plats thereof recorded per Section 1.01 (a), plus Lots on any other Land subsequently made subject to this Declaration ("Future Phase(s)").

(y) "Owner" shall mean and refer to the person or persons, entity or entities, who own of record fee simple title to a Lot, including Lots on other Land subsequently made subject to this Declaration per Section 2.03 below. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(z) "Plat" (see **Exhibit "A"** for filing information) shall mean that certain Plat depicting the Addition, as recorded per Section 1.01 (a) or future Plat(s) as made subject to this Declaration per Section 2.03.

(aa) "Property" shall mean Phase One of either/or The Crossing at Lawler Park and The Arbor at Lawler Park, together with such additional Land as may hereafter be subsequently added (as provided in Article II).

(bb) "Residence" shall mean that portion of a Building which is located wholly on a Lot and which is designed as a single-family dwelling unit.

(cc) "Subdivision" shall mean the same as "Addition" in Section 1.01(a),

(dd) "Taxing Authority" shall mean Collin County, City of Frisco, and the Frisco Independent School District and any other governmental entity with taxing authority with respect to the Property.

ARTICLE II

GENERAL PROVISIONS

Section 2.01 The Land initially subject to this Declaration is located in the City of Frisco, Collin County, State of Texas, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes upon filing of these Covenants of record in the Deed Records of Collin County, Texas, the Land shall be subject to the Covenants and said Covenants shall run with, be for the benefit of, and bind and burden the Land.

Section 2.02 As of the date this Declaration is filed of record in the Deed Records of Collin County, Texas, the Covenants shall be binding upon and for the benefit of each Owner and such Owner's heirs, executors, administrators, trustees, personal representatives, successors and assigns, whether or not so provided or otherwise mentioned in the Deed.

Section 2.03 Additional Land(s) may become subject to this Declaration in any of the following manners:

(a) The Declarant may add or annex additional real property (whether such real Property is owned by Declarant or others) to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") which shall extend the scheme of the Covenants and Restrictions of this Declaration to such Property; provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Property and which are not materially inconsistent with this Declaration and which do not materially adversely affect the concept of this Declaration.

(b) In the event any person or entity other than the Declarant desires to add or annex additional Property to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.03, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the Property added.

(d) The Declarant shall have the right and option without the joinder, approval or consent of any person(s) or entity (ies) to cause the Association to merge or consolidate with any similar Association then having jurisdiction over real Property located (in whole or in part) within one (1) mile of any real Property then subject to the jurisdiction of the Association. Upon a merger or consolidation of the Association with another Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another Association may, by operation of law, be added to the properties, 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, together with the covenants and restrictions established upon any other properties as one scheme.

(e) Notwithstanding the fact that the Declarant may not be a Class A or Class B Member by virtue of its sale, transfer or conveyance of all of its right, title, and interest in the Property, the Declarant shall continue to be entitled to implement and exercise all its rights under and pursuant to this Section 2.03 and all of the subsections hereof. Even though the Declarant may not be a Class A or Class B Member prior to an annexation, merger or consolidation permitted by this Section 2.03 subsequent to such annexation, merger or consolidation, the Declarant shall be and become a Class B Member with respect to the Lots owned by it within the Property, as such Property has been expanded or increased by the annexation, merger or consolidation. The Declarant's rights as a Class B Member shall be governed by this Declaration and the Certificate of Formation and Bylaws of the Association, as same may be amended or altered by, and in accordance with, the annexation, merger or consolidation.

FOR ARBOR LOTS – ONLY

ARTICLE III - USE RESTRICTIONS

Section 3.01 The Property and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied and are hereby restricted as follows:

(a) **Limited to Residential Purposes.** Except as otherwise provided in this Declaration, Lots shall be used only for single family, private residential purposes and activities reasonably related thereto. This section shall not be construed so as to prohibit the conduct of a reasonable amount of in-home work, such as computer work or similar activities, provided that such work or activity does not involve the parking of vehicles of employees, consultants, or other parties other than the occupants of the Residence in question, and does not involve the delivery or pick-up of any materials or services. No church may be maintained on the Property. The owners of any Lot shall have the right to lease or rent all, but not less than all, of such Lot, with the Residence and appurtenances thereon. Any such lease or tenancy is and shall be subject to all of the provisions of this Declaration. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex, duplex apartment, garage apartment, or other apartment use, or for commercial or professional uses (except as expressly provided in Section 3.01(r) hereof). The restrictions on use herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City, or any other governmental authority having jurisdiction over any Lot.

(b) **Minimum Floor Space** - Any Residence constructed on the Land shall have a minimum of 2,000 square feet of air conditioned space.

(c) **Antennas and Aerials** - All television antennas and other antennas and aerials shall be located inside the attic of the Residence constructed on the Lot. Satellite dishes one meter or smaller may be placed on the roof of a Residence as long as the dish is not mounted on the roof facing a street. Towers of any kind are prohibited. No exterior

For Arbor Lots Only

television, radio or other antenna of any type shall be placed, allowed or maintained upon any Lot or Building without prior written approval and authorization of the Board of Directors.

(d) **Building Line** - Buildings shall not be located on any property or Lot nearer to the property line than is allowed by City zoning set backs.

(e) **Easements** - Easements for drainage facilities and easements for the installation and maintenance of utilities are reserved as shown on the recorded Plat, including without limitation easements for the benefit of the City, HOA, the telephone company, the electric company and other utility companies such as the gas company and the cable company, and their respective successors in their installation, operation, maintenance and ownership of service lines from the property lines to the Residence in the Addition. None of the following (Declarant, Developer, HOA, any utility company, the City, or any other party properly using such easements) shall be liable for any damages done to shrubbery, trees, flowers, swimming pools, any Building or any other property and/or improvements of the Owner which are located within the area covered by said easements.

(f) **Disease and Disrepair** - No Building shall be permitted to fall into disrepair, and each Building shall at all times be kept in good condition and repair, adequately painted or otherwise finished, and no Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects.

(g) **Exterior Storage and Vehicles** - No exterior storage such as storage buildings, greenhouses and workshops shall be permitted. Detached garages are permitted within building set back lines. This provision shall apply without limitation to wood piles, camping trailers, boat trailers, travel trailers, other trailers, boats, mobile homes and un-mounted pickup camper units. None of the foregoing vehicles shall at any time be used as a residence or office on any Lot, temporarily or permanently. Also without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition or appearance shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in daily use, except pursuant to written approval and authorization of the Board of Directors. Structures must be built of the same material as the Residence.

(h) **The Exterior Surface** - Seventy-Five percent of the exterior surface of all Residences shall be constructed of masonry and windows. Masonry is defined as clay fired brick, natural stone, or stucco on metal lathe. No E.I.F.S. or synthetic stucco systems are allowed on exterior elevations or on any chimney. Walls facing the street shall be 100% masonry materials except for walls above the first floor which do not line up with the first floor exterior.

- **Windows** – All windows shall be wood, vinyl clad finished wood or solid vinyl windows. All windows facing a street must be divided lite.
- **Roofing** – 30 year dimensional shingles such as “Owens Corning Duration Textured” composite or approved equivalent, “weathered wood”, “Driftwood”, “slate” or “charcoal” color. All roofs shall be constructed at a

For Arbor Lots Only

minimum pitch of 8/12 unless otherwise approved by the ACC and the Board of Directors.

- **Chimneys** - All chimneys and fireplaces on exterior walls facing the front or facing a side street (a chimney is considered to be on an exterior wall if it penetrates the roof within five (5) feet of the foundation line) shall have a brick or other masonry material facing except as specifically approved by the ACC. Chimneys not on exterior walls and behind the roof ridge may be Hardy Board and do not have to be masonry. Variances need to be approved by ACC and the Board of Directors.
- **Critical corner lot elevations** – Lot 16 Block G; Lots 11 and 12 Block F and Block 11 E will be required to have architectural elements on the side elevation facing a street which would not be required if the same plan were built on an interior lot. This requirement may be accomplished by one or more of the following: dormers, enhanced gables, shutters, chimney details, bay windows, side porches, etc. Each separate plan is required to be reviewed and approved by the “ACC” before construction begins.
- **Gutters** - The entire structure shall be guttered with downspouts.

(i) **Garages.**

(1) Each Residence erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. When three car garage doors face a street, the third car garage shall be offset by a minimum of 30". All garage doors shall be closed at all times when not in use. Cedar clad doors or ACC approved alternative are required on all garages. Garage doors at the rear of a house in an alley are not restricted to Cedar clad doors. All garage doors shall be equipped with automatic remote controlled door openers. Detached garages shall use the same exterior material as the Residence unless otherwise approved in writing by the ACC and the Board of Directors. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles unless approved in writing by the ACC and the Board of Directors.

(j) **Retaining Walls** - shall be of brick, stone or as approved by the ACC and the Board of Directors.

(k) **Fencing** – No wood fence shall exceed six (6) feet in height. Open metal fencing shall not exceed Sixty (60) inches in height and shall be Tiger Drylac powder coat RAL colors - 6015. Brick or stone walls attached to a Residence as an architectural element must be approved, on a case by case basis, by the ACC and the Board of Directors, Refer to Exhibit “B” for detailed information on fencing requirements (which may vary significantly depending upon location of the Lot within the Property).

(see Exhibit “B”)

(l) **Fires** - No open fires or burning shall be permitted on any Lot at any time and no incinerators or like equipment shall be placed, allowed, or maintained upon any Lot. This rule shall not preclude the use, in customary fashion, of outdoor residential barbecue

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grills. An outdoor fireplace or gas ring is acceptable; however, a wood fire pit is not acceptable.

(m) **Garbage / Trash** - To the extent possible, it is the intent for trash and trash receptacles to be kept in the Garage. No garbage or trash will be placed about the exterior of any Building, except in receptacles meeting the specifications of the City and the Board of Directors. In addition, the placement of all such receptacles shall be screened with landscape materials as to not be visible from the street in front of the Lot and shall be subject to reasonable rules and regulations of the Board of Directors. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property or Lot in a neat and attractive manner. Upon failure to maintain any Lot, the Declarant, Developer or the Board of Directors may, at its option, have the grass, weeds and vegetation cut as often as reasonably necessary in its judgment, and the Owner of such property shall be obligated, when presented with an itemized statement, to reimburse said Developer or Association for the cost of such work as provided for in Article VI of these Covenants.

(n) **Erosion Control** - Each construction site must maintain erosion control measures to prevent transfer of silt. Builders must file SWPPP with the TCEQ and maintain best practices listed therein.

(o) **Landscaping** - All front yards must be landscaped and have a grass or other similar ground cover within sixty (60) days of the completion of the Residence. Street trees between the curb and sidewalk on 60' Right-of-way required by the City of Frisco shall be Lacebark Elm, Cedar Elm, Live Oak, Chinese Pistache and Texas Ash as described on the attached Exhibit "G". (See Exhibit "G")

(p) **Statuary** - No stone, cast stone, plastic, fiberglass, or any other material statuary, fountains or other such decorative yard art shall be allowed in the front yards visible from the street. This requirement covers and includes everything from pink flamingos to elaborate three-tier fountains.

(q) **Drainage** - Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After the Residence to be constructed on a Lot has been substantially completed, the Lot will be graded in conformity with the general drainage plans for the subdivision. No dams shall be constructed nor any other alteration or change be made in the course or flow of any waterway or drainage course, crossing or abutting any Lot without the prior written consent of the ACC and the Board of Directors.

(r) **Legal Adherence** - No Lot shall be maintained or utilized in such manner as to violate any applicable statute, ordinance, or regulation of the United States of America, the State of Texas, the County (1.01(k)), the City, OR ANY OTHER GOVERNMENTAL AGENCY OR SUBDIVISION HAVING JURISDICTION IN THE PREMISES.

(s) **Lot** - No Lot shall be maintained or utilized in violation of the Covenants.

For Arbor Lots Only

(t) **Machinery** - No machinery, fixtures or equipment of any type, including without limitation, heating, air conditioning, or refrigeration equipment shall be placed, allowed, or maintained upon any Lot, except with the prior written approval and authorization of the ACC and the Board of Directors. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills.

(u) **Mailbox** - All mail boxes shall be dark bronze in color # TXF54-XX15-3X Brandon Industries, McKinney, Texas (972-542-3000) or approved equivalent. Exhibit "E"

(v) **Mining** - No oil exploration, drilling, development or refining operation; no quarrying or mining operations of any kind, including oil wells, service tanks, tunnels, or mineral excavations or shafts shall be permitted upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, or permitted on any Lot. Water wells are not allowed on individual lots; however, water wells are allowed on Common Properties for the maintenance of such Common Properties.

(w) **Outside Lighting** - No outside lighting (other than porch lighting, patio lighting and indirect lighting) shall be placed, allowed, or maintained on any Lot without prior written approval and authorization of the ACC and the Board of Directors. Upon being given notice by the Board of Directors that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

(x) **Flag Poles** - no free standing flag poles shall be permitted on any Residence unless they meet the following and are approved by the ACC: One flag pole no more than 20 feet in height is allowed with the following restrictions. Only the following flags may be flown - (1) the flag of the United States of America; (2) the flag of the State of Texas or (3) an official or replica flag of any branch of the United States armed forces. These restrictions require that only the following flags may be flown: (A) the flag of the United States may be displayed in accordance with 4 U.S.C. Sections 5-10; (B) the flag of the State of Texas be displayed in accordance with Chapter 3100, Government Code; and (C) a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling; (D) the display of a flag, or the location and construction of the supporting flagpole, to comply with applicable zoning ordinances, easements, and setbacks of record; and (E) a displayed flag and the flagpole on which it is flown be maintained in good condition and that any deteriorated flag or deteriorated or structurally unsafe flagpole be repaired, replaced, or removed. The location of the flagpole must be approved by the ACC and the Board of Directors. A flagpole may not be more than 20 feet in height. The size of the flag must be approved by the ACC and the Board of Directors. Lights (size, location and intensity) if any, must be approved by the ACC and the Board of Directors. Flag poles must be installed such that noise is abated from an external halyard. Property owners are prohibited from flying any flag on property that is owned or maintained by the Homeowners' Association.

(y) **Pets** - No animals, reptiles, fish or birds of any kind shall be raised, bred or kept on any Lot except pursuant to prior written approval of the Board of Directors; provided, however, that dogs, cats, birds or fish may be kept therein as household pets as

For Arbor Lots Only

long as, in the discretion of the Board of Directors, the pet is not, or does not become, a nuisance, threat, or otherwise objectionable to other owners.

(z) **Pools** - The location and design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia must be approved in writing by the ACC and the Board of Directors. No above-ground swimming pools shall be installed.

(aa) **Basketball Goals/Soccer/Hockey Nets etc.** A Permanent basketball goal is allowed under certain conditions. **NO TEMPORARY PORTABLE GOAL OF ANY KIND IS ALLOWED.** Basketball goals may be on a pole or on the garage at the rear of the house if the lot has an alley entry. Basketball goals may be on a front swing in type garage or pole as long as it does not face the street and the center of the goal is at least ten feet behind the building line. Basketball goals must meet the following specifications: Goalrilla #GS60av tempered clear glass, 60" x 36" board, (if used 5.5" pole) pro style flex or Goaliath #GB60brs tempered clear glass, 60" x 33", (if used 4" x 4" 2 piece pole) flex style or an equivalent goal in quality and style. All allowable goals, and the location of such goal, must be approved in writing by the Board of Directors before installation.

(See Exhibit F)

(bb) **Signs and Advertisement** - Except with respect to signs and advertisements placed and maintained by the Developer prior to the conveyance of all of the Lots, no exterior signs or advertisements of any type may be placed, allowed or maintained on any Lot without prior written approval and authorization of the Board of Directors, except a dignified "for sale" sign (of not more than six (6) square feet in size) may be utilized by the Owner of the respective Lot for any proposed sale thereof. Model Home signs and all other signs to be placed upon any Lot must first be submitted to and approved by the Board of Directors prior to being displayed on any Lot. Political signs not in excess of six (6) square feet in size may be erected on Lots (but not within Common Properties) for a period of ninety (90) days prior to the applicable election until the date fifteen (15) days after the applicable election. For Rent signs are prohibited.

(cc) **Subdividing Lots** - No Lot shall be further subdivided and no portion less than all of any such Lot, or any easement or any other interest therein, shall be conveyed by any Owner. Two Lots may be combined into one Lot; however, in all such cases, dues are paid for two Lots.

(dd) **Trucks, Boats, Trailers etc.** - Trucks having a carrying capacity in excess of 3/4 ton, any vehicle with printed advertisement, boats, trailers, motor home, motorcycle, any non-automobile type vehicle shall not be permitted to park overnight on the street, driveways or otherwise within the Addition at any time, except those utilized by a builder during the construction of the Residences.

(ee) **Unightly Appearance** - No Lot shall be maintained or utilized in such a manner as (in the discretionary judgment of the Board of Directors) to present an unsightly appearance (including but not limited to clothes drying within public view), or as to unreasonably offend the morale of or as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, other Owners or residents of the Land; and no noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted thereon.

For Arbor Lots Only

(ff) **Utility Lines** - All utility lines from each Residence to the common utility lines (i.e., water, gas, sewer, power, etc., utility lines which carry any utility to or sewage from such Residence) shall be maintained by the Owner of such Residence at his own cost and expense.

(gg) **Inflammatory / Explosive** - No vehicle of any size which transports inflammatory or explosive cargo may be allowed in the Addition at any time.

(hh) **There shall not be erected on any Lot a Residence whose quality of structure and finish does not meet minimum property standards established by the Building Code of the City, nor shall any alteration or addition to any Residence be made which does not meet the same minimum property standards.**

(ii) **Wind Energy System** - no Wind Energy System (here-in defined) will be allowed on the "Property". A Wind Energy System is defined as: A wind energy conversion system consisting of a wind turbine, and/or blades, a tower, and associated control or conversion electronics, which has a rated capacity of not more than 100 KW and is intended to reduce on-site consumption of electricity or any other such system. "Property" is defined in Section 1.01 (aa) of the filed Declaration of Covenants.

(jj) **Balcony** – all balconies must be approved by the Architectural Control Committee and the Board of Directors. A Balcony is not allowed on back to back lots. The Board of Directors decides which lots are considered back to back lots.

CROSSING - ONLY **ARTICLE III - USE RESTRICTIONS**

Section 3.01 The Property and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied and are hereby restricted as follows:

(a) **Limited to Residential Purposes.** Except as otherwise provided in this Declaration, Lots shall be used only for single family, private residential purposes and activities reasonably related thereto. This section shall not be construed so as to prohibit the conduct of a reasonable amount of in-home work, such as computer work or similar activities, provided that such work or activity does not involve the parking of vehicles of employees, consultants, or other parties other than the occupants of the Residence in question, and does not involve the delivery or pick-up of any materials or services. No church may be maintained on the Property. The owners of any Lot shall have the right to lease or rent all, but not less than all, of such Lot, with the Residence and appurtenances thereon. Any such lease or tenancy is and shall be subject to all of the provisions of this Declaration. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex, duplex apartment, garage apartment, or other apartment use, or for commercial or professional uses (except as expressly provided in Section 3.01(r) hereof). The restrictions on use herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City, or any other governmental authority having jurisdiction over any Lot.

For Crossing Lots Only

(b) **Minimum Floor Space** - Any Residence constructed on the Land shall have or a minimum of 2,600 square feet of air conditioned area.

(c) **Antennas and Aerials** - All television antennas and other antennas and aerials shall be located inside the attic of the Residence constructed on the Lot. Satellite dishes one meter or smaller may be placed on the roof of a Residence as long as the dish is not mounted on the roof facing a street. Towers of any kind are prohibited. No exterior television, radio or other antenna of any type shall be placed, allowed or maintained upon any Lot or Building without prior written approval and authorization of the Board of Directors.

(d) **Building Line** - Buildings shall not be located on any property or Lot nearer to the property line than is allowed by City zoning set backs.

(e) **Easements** - Easements for drainage facilities and easements for the installation and maintenance of utilities are reserved as shown on the recorded Plat, including without limitation easements for the benefit of the City, HOA, the telephone company, the electric company and other utility companies such as the gas company and the cable company, and their respective successors in their installation, operation, maintenance and ownership of service lines from the property lines to the Residence in the Addition. None of the following (Declarant, Developer, HOA, any utility company, the City, or any other party properly using such easements) shall be liable for any damages done to shrubbery, trees, flowers, swimming pools, any Building or any other property and/or improvements of the Owner which are located within the area covered by said easements.

(f) **Disease and Disrepair** - No Building shall be permitted to fall into disrepair, and each Building shall at all times be kept in good condition and repair, adequately painted or otherwise finished, and no Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects.

(g) **Exterior Storage and Vehicles** - No exterior storage such as storage buildings, greenhouses and workshops shall be permitted. Detached garages are permitted within building set back lines. This provision shall apply without limitation to wood piles, camping trailers, boat trailers, travel trailers, other trailers, boats, mobile homes and un-mounted pickup camper units. None of the foregoing vehicles shall at any time be used as a residence or office on any Lot, temporarily or permanently. Also without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition or appearance shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in daily use, except pursuant to written approval and authorization of the Board of Directors. Structures must be built of the same material as the Residence.

(h) **The Exterior Surface** - Seventy-Five percent of the exterior surface of all Residences shall be constructed of masonry and windows. Masonry is defined as clay fired brick, natural stone, or stucco on metal lathe. No E.I.F.S. or synthetic stucco systems are allowed on exterior elevations or on any chimney. Walls facing the street shall be 100% masonry materials except for walls above the first floor which do not line up with the first floor exterior.

For Crossing Lots Only

- **Windows** – All windows shall be wood, vinyl clad finished wood or solid vinyl windows. All windows facing a street must be divided lite.
- **Roofing** – 30 year dimensional shingles such as “Owens Corning Duration Textured” composite or approved equivalent, “weathered wood”, “Driftwood”, “slate” or “charcoal” color. All roofs shall be constructed at a minimum pitch of 10/12 unless otherwise approved by the ACC and the Board of Directors.
- **Chimneys** - All chimneys and fireplaces on exterior walls facing a side street (a chimney is considered to be on an exterior wall if it penetrates the roof within five (5) feet of the foundation line) shall have a brick or other masonry material facing except as specifically approved by the ACC and the Board of Directors. Chimneys not on exterior walls and behind the roof ridge may be Hardy Board and do not have to be masonry. Variances need to be approved by the ACC and the Board of Directors.
- **Critical corner lot elevations** – the following lots where the side elevation next to the street is deemed critical to the feel of the overall subdivision, must have side elevation articulation approved by the ACC. This should be accomplished by one or more of the following: dormers, enhanced gables, shutters, chimney details, bay windows, side porches, etc. The lots which are impacted by this “Critical corner” requirement are: Lots 25, 26, and 35 of Block G; Lots 6 and 7 of Block I, Lot 7 Block J, Lots 1 and 10 of Block R, and Lots 1 and 8 of Block Q.
- **Gutters** - The entire structure shall be guttered with downspouts.

(i) **Garages.**

- (1) Each Residence erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. When three car garage doors face a street, the third car garage shall be offset by a minimum of 30". All garage doors shall be closed at all times when not in use. Cedar clad doors or ACC approved alternative are required on all garages. All garage doors shall be equipped with automatic remote controlled door openers. Detached garages shall use the same exterior material as the Residence unless otherwise approved in writing by the ACC and the Board of Directors. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles unless approved in writing by the ACC and the Board of Directors.

(j) **Retaining Walls** - shall be of brick, stone or as approved by the ACC and the Board of Directors.

(k) **Fencing** – No wood fence shall exceed six (6) feet in height. Open metal fencing shall not exceed Sixty (60) inches in height and shall be Tiger Drylac powder coat RAL colors - 6015. Brick or stone walls attached to a Residence as an architectural element must be approved, on a case by case basis, by the ACC and the Board of Directors, Refer to the Exhibit “B” for detailed information on fencing requirements

For Crossing Lots Only

(which may vary significantly depending upon the location of the Lot within the Property). (see Exhibit "B")

(l) **Fires** - No open fires or burning shall be permitted on any Lot at any time and no incinerators or like equipment shall be placed, allowed, or maintained upon any Lot. This rule shall not preclude the use, in customary fashion, of outdoor residential barbecue grills. An outdoor fireplace or gas ring is acceptable; however, a wood fire pit is not acceptable.

(m) **Garbage / Trash** - To the extent possible, it is the intent for trash and trash receptacles to be kept in the Garage. No garbage or trash will be placed about the exterior of any Building, except in receptacles meeting the specifications of the City and the Board of Directors. In addition, the placement of all such receptacles shall be screened with landscape materials as to not be visible from the street in front of the Lot and shall be subject to reasonable rules and regulations of the Board of Directors. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property or Lot in a neat and attractive manner. Upon failure to maintain any Lot, the Declarant, Developer or the Board of Directors may, at its option, have the grass, weeds and vegetation cut as often as reasonably necessary in its judgment, and the Owner of such property shall be obligated, when presented with an itemized statement, to reimburse said Developer or Association for the cost of such work as provided for in Article VI of these Covenants.

(n) **Erosion Control** - Each construction site must maintain erosion control measures to prevent transfer of silt. Builders must file SWPPP with the TCEQ and maintain best practices listed therein.

(o) **Landscaping** - All front yards must be landscaped and have a grass or other similar ground cover within sixty (60) days of the completion of the Residence. Street trees between the curb and sidewalk on 60' Right-of-way required by the City of Frisco shall be Lacebark Elm, Cedar Elm, Live Oak, Chinese Pistache and Texas Ash as described on the attached Exhibit "G". (See Exhibit "G")

(p) **Statuary** - No stone, cast stone, plastic, fiberglass, or any other material statuary, fountains or other such decorative yard art shall be allowed in the front yards visible from the street. This requirement covers and includes everything from pink flamingos to elaborate three-tier fountains.

(q) **Drainage** - Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After the Residence to be constructed on a Lot has been substantially completed, the Lot will be graded in conformity with the general drainage plans for the subdivision. No dams shall be constructed nor any other alteration or change be made in the course or flow of any waterway or drainage course, crossing or abutting any Lot without the prior written consent of the ACC and the Board of Directors.

For Crossing Lots Only

(r) **Legal Adherence** - No Lot shall be maintained or utilized in such manner as to violate any applicable statute, ordinance, or regulation of the United States of America, the State of Texas, the County (1.01(k)), the City, OR ANY OTHER GOVERNMENTAL AGENCY OR SUBDIVISION HAVING JURISDICTION IN THE PREMISES.

(s) **Lot** - No Lot shall be maintained or utilized in violation of the Covenants.

(t) **Machinery** - No machinery, fixtures or equipment of any type, including without limitation, heating, air conditioning, or refrigeration equipment shall be placed, allowed, or maintained upon any Lot, except with the prior written approval and authorization of the ACC and the Board of Directors. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills.

(u) **Mailbox** - All mail boxes shall be dark bronze in color # TXF54-XX15-3X Brandon Industries, McKinney, Texas (972-542-3000) or approved equivalent. Exhibit "E"

(v) **Mining** - No oil exploration, drilling, development or refining operation; no quarrying or mining operations of any kind, including oil wells, service tanks, tunnels, or mineral excavations or shafts shall be permitted upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, or permitted on any Lot. Water wells are not allowed on individual lots; however, water wells are allowed on Common Properties for the maintenance of such Common Properties.

(w) **Outside Lighting** - No outside lighting (other than porch lighting, patio lighting and indirect lighting) shall be placed, allowed, or maintained on any Lot without prior written approval and authorization of the ACC and the Board of Directors. Upon being given notice by the ACC that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

(x) **Flag Poles** - no free standing flag poles shall be permitted on any Residence unless they meet the following and are approved by the ACC: One flag pole no more than 20 feet in height is allowed with the following restrictions. Only the following flags may be flown - (1) the flag of the United States of America; (2) the flag of the State of Texas or (3) an official or replica flag of any branch of the United States armed forces. These restrictions require that only the following flags may be flown and displayed as follows: (A) the flag of the United States may be displayed in accordance with 4 U.S.C. Sections 5-10; (B) the flag of the State of Texas be displayed in accordance with Chapter 3100, Government Code; and (C) a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling; (D) the display of a flag, or the location and construction of the supporting flagpole, to comply with applicable zoning ordinances, easements, and setbacks of record; and (E) a displayed flag and the flagpole on which it is flown be maintained in good condition and that any deteriorated flag or deteriorated or structurally unsafe flagpole be repaired, replaced, or removed. The location of the flagpole must be approved by the ACC and the Board of Directors. A flagpole may not be more than 20 feet in height. The size of the flag must be approved by the ACC and the Board of

For Crossing Lots Only

Directors. Lights (size, location and intensity) if any, must be approved by the ACC and the Board of Directors. Flag poles must be installed such that noise is abated from an external halyard. Property owners are prohibited from flying any flag on property that is owned or maintained by the Homeowners' Association.

(y) **Pets** - No animals, reptiles, fish or birds of any kind shall be raised, bred or kept on any Lot except pursuant to prior written approval of the Board of Directors provided, however, that dogs, cats, birds or fish may be kept therein as household pets as long as, in the discretion of the Board of Directors, the pet is not, or does not become, a nuisance, threat, or otherwise objectionable to other owners.

(z) **Pools** - The location and design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia must be approved in writing by the ACC and the Board of Directors. No above-ground swimming pools shall be installed.

(aa) **Basketball Goals/Soccer/Hockey Nets etc.** A Permanent basketball goal is allowed under certain conditions. **NO TEMPORARY PORTABLE GOAL OF ANY KIND IS ALLOWED.** Basketball goals may be on a pole or on the garage at the rear of the house if the lot has an alley entry. Basketball goals may be on a front swing in type garage or pole as long as it does not face the street and the center of the goal is at least ten feet behind the building line. Basketball goals must meet the following specifications: Goalrilla #GS60av tempered clear glass, 60" x 36" board, (if used 5.5" pole) pro style flex or Goaliath #GB60brs tempered clear glass, 60" x 33", (if used 4" x 4" 2 piece pole) flex style or an equivalent goal in quality and style. All allowable goals, and the location of such goal, must be approved in writing by the Board of Directors before installation.

(See Exhibit F)

(bb) **Signs and Advertisement** - Except with respect to signs and advertisements placed and maintained by the Developer prior to the conveyance of all of the Lots, no exterior signs or advertisements of any type may be placed, allowed or maintained on any Lot without prior written approval and authorization of the Board of Directors, except a dignified "for sale" sign (of not more than six (6) square feet in size) may be utilized by the Owner of the respective Lot for any proposed sale thereof. Model Home signs and all other signs to be placed upon any Lot must first be submitted to and approved by the Board of Directors prior to being displayed on any Lot. Political signs not in excess of six (6) square feet in size may be erected on Lots (but not within Common Properties) for a period of ninety (90) days prior to the applicable election until the date fifteen (15) days after the applicable election. For Rent signs are prohibited.

(cc) **Subdividing Lots** - No Lot shall be further subdivided and no portion less than all of any such Lot, or any easement or any other interest therein, shall be conveyed by any Owner. Two Lots may be combined into one Lot; however, in all such cases, dues are paid for two Lots.

(dd) **Trucks, Boats, Trailers etc.** - Trucks having a carrying capacity in excess of 3/4 ton, any vehicle with printed advertisement, boats, trailers, motor home, motorcycle, any non-automobile type vehicle shall not be permitted to park overnight on the street, driveways or otherwise within the Addition at any time, except those utilized by a builder during the construction of the Residences.

For Crossing Lots Only

(ee) **Unsightly Appearance** - No Lot shall be maintained or utilized in such a manner as (in the discretionary judgment of the Board of Directors) to present an unsightly appearance (including but not limited to clothes drying within public view), or as to unreasonably offend the morale of or as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, other Owners or residents of the Land; and no noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted thereon.

(ff) **Utility Lines** - All utility lines from each Residence to the common utility lines (i.e., water, gas, sewer, power, etc., utility lines which carry any utility to or sewage from such Residence) shall be maintained by the Owner of such Residence at his own cost and expense.

(gg) **Inflammatory / Explosive** - No vehicle of any size which transports inflammatory or explosive cargo may be allowed in the Addition at any time.

(hh) **There shall not be erected on any Lot a Residence whose quality of structure and finish does not meet minimum property standards established by the Building Code of the City, nor shall any alteration or addition to any Residence be made which does not meet the same minimum property standards.**

(ii) **Wind Energy System** - no Wind Energy System (here-in defined) will be allowed on the "Property". A Wind Energy System is defined as: A wind energy conversion system consisting of a wind turbine, and/or blades, a tower, and associated control or conversion electronics, which has a rated capacity of not more than 100 KW and is intended to reduce on-site consumption of electricity or any other such system. "Property" is defined in Section 1.01 (aa) of the filed Declaration of Covenants.

(jj) **Balcony** - all balconies must be approved by the Architectural Control Committee and the Board of Directors. A Balcony is not allowed on back to back lots. The Board of Directors decides which lots are considered back to back.

Section 3.02 Common Areas:

(a) **All Common Areas** within the land are hereby restricted as follows: Common areas must maintain their original design and use and may not be changed or added onto without permission of the Declarant. No light fixtures, athletic fields, athletic scoring posts, or any other structures, improvements, or amenities shall be installed, constructed, or placed upon the Common Areas; save and except for the Amenities contemplated by the Declarant and constructed as a part of the Addition, including sprinkler systems and landscaping located upon Common Areas.

Section 3.03 **Poles for street signs and traffic control** – Lawler Park was allowed to upgrade poles for street signs and traffic control to match light poles under the following conditions:

The HOA has the following obligation in reference to upgraded poles:

The Maintenance of the custom sign posts in this subdivision is the responsibility of the HOA, including the cost of all labor and materials. Any damaged signs shall be replaced by the HOA as soon as possible (with Stop signs replaced within 24 hours). If not replaced within 24 hours by the HOA, the City will install a sign with its standard post which the HOA can replace later with a custom sign post. The HOA shall coordinate with the public works department to ensure posts are properly installed and all signage meets City of Frisco standards. All signs shall meet the standards of the Texas manual on uniform traffic control devices (TMUCTD) including color, font, size, and retro-reflectivity. The HOA shall use the City's standard street name signs purchased from the city (no substitutions are allowed). The HOA shall not install additional sign posts or install additional signs or change existing signs without approval from the Engineering services department. The HOA cannot establish its own roadway regulations (such as speed limits, parking regulations, vehicle prohibitions, etc.). The City of Frisco retains control over what signs are installed in the subdivision and retains its authority over the regulation of city streets and enforcement of traffic laws.

(see Exhibit "D")

ARTICLE IV **ASSOCIATION, ORGANIZATION AND MANAGEMENT**

Section 4.01 The Board of Directors of the Association shall consist of not less than three (3), but not more than nine (9) members, the exact number to be fixed in accordance with the provisions of the Bylaws.

Section 4.02 Every Owner of a Lot shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration. The Association shall have two classes of voting memberships:

(a) **Class A:** Class A members shall be all Owners with the exception of Class B members. After Section 4.02 (b) requirements have been met, Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be members of the Association; however, the vote for such Lot shall

be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) **Class B:** Class B members shall be the Declarant and any Builder in the Development. All builder(s) votes are automatically conveyed to the Declarant. The Declarant, at its sole discretion, may convey a builder(s) vote back to any Builder in writing. Until the earlier of December 31, 2030 or such time as all Lots held by the Class B member(s) have been sold and conveyed, the Declarant shall be entitled to six (6) votes for each lot owned by all Class B members. At such time as all Lots held by Class B Members have been sold and conveyed, the Class B membership of the Association shall terminate and all votes shall thereafter be cast solely by Class A members. The Declarant may at its sole discretion and at any time convert Class B member(s) to Class A member(s) and give up its rights as Class B member(s).

Section 4.03 Each Owner of a Lot shall be a member of the Association, and such membership shall continue so long as such person or entity continues to be an Owner. The membership of an Owner in the Association shall be appurtenant to and may not be separated from record ownership of any Lot, and the transfer of any membership in the Association which is not made as a part of a transfer of a Lot shall be null and void. Ownership of a Lot shall be the sole qualification of being a member of the Association. Each Owner shall comply with all rules and regulations as established by the Association from time to time.

Section 4.04 The Association shall have the duty to maintain all Common Areas on the Land and shall have the right, power, obligation and authority to do any act which is consistent with or required by the provisions of these Covenants or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

(a) The power to levy and collect Assessments (of whatever nature) for the maintenance, repair or replacement of the common areas existing on the Land and for such other purposes as are herein provided for;

(b) The power to keep accounting records with respect to all activities and operation of the Association;

(c) The power to contract with and employ others for maintenance and repair, accounting services and legal services;

(d) The power to adopt rules and regulations concerning the operation of the Association, including, but not limited to any and all Association amenities owned by the Association;

(e) The power to appoint an Association Management Company to operate the Association;

(f) Any and all powers as contemplated by the Certificate of Formation and By-Laws. When there is a conflict between these covenants and the Certificate of Formation and By-Laws, the Board of Directors is entitled to decide which rule will apply.

Section 4.05 The Association, through the Board of Directors, shall have the right, but not the obligation, to enforce these Covenants and this Declaration. If the Board of Directors shall fail or refuse to enforce these Covenants for an unreasonable period of

time, after written request to do so, then any aggrieved Owner may enforce these Covenants on his own behalf by appropriate action, whether in law or in equity.

ARTICLE V

ASSESSMENTS, MAINTENANCE FUND AND ASSESSMENT LIENS

Section 5.01 The Association shall possess the right, power, authority and obligation to establish an annual assessment sufficient, in the judgment of the Board of Directors, to pay when due all charges and expenses related to the operations of the Association, including the repayment to the Developer (with interest at the rate of 5% per annum) of the costs to develop, complete and maintain water wells for the purpose of providing water to the common areas. The annual assessment for Builders and Homeowners shall be the sum of Seven hundred and fifty dollars (\$750.00) per Lot. The Board may revise the maximum annual assessment for each Lot, provided that the maximum annual assessment may not be increased during any calendar year more than twenty-five percent (25%) above the maximum annual assessment for the previous year unless approved by the Association's Members as provided in Article IV. This annual assessment for both Builders and Homeowners shall be prorated from the closing date of the Lot through the end of the calendar year. The Developers do not pay Association dues and may, but shall not be obligated, to make up shortfalls in the Association expenditures. At such time as the Declarant turns the Association over to the Association Members, the Developers will pay Association dues on Lots owned by the Developers. Association funds are used to maintain the common landscape, amenities, lakes, fountains, pools, entries, Association management, maintenance sharing with the City and other Association expenses and obligations described in this Agreement. The annual assessments so established shall be payable by the Owners on or before the twentieth (20th) day of January of each year during the term of these Covenants. If any assessment or any part thereof is not paid when due, the unpaid amount of such assessment shall be subject to a monthly late charge fee of \$25.00 per month, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot subject thereto, and there shall be added to the amount of such unpaid assessment any and all costs of collection, expenses, interest, and reasonable attorney fees incurred by the Association. No consent or approval of the Owners shall be required for the establishment of the annual assessments contemplated by this Section.

Section 5.02 Prior to the commencement of each calendar year, the Association, through the Board of Directors, shall prepare a budget setting forth the anticipated expenses and assessment for each Lot for the ensuing year. Such budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the expenses anticipated to be incurred, and shall be accompanied by a statement setting forth each Owner's annual pro rata share thereof. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the annual assessment payable hereunder, and the failure of the Board of Directors to timely deliver the budget provided for herein shall in no event excuse or relieve an Owner from the payment of the annual assessments contemplated hereby. Any budget prepared and delivered to the Owners as hereby contemplated may be amended as and to the extent reasonably necessary, and the amount of an Owner's annual assessment changed, to correspond therewith.

Section 5.03 In addition to the annual assessments contemplated hereunder, the Association shall possess the right, power and authority to establish special assessments from time to time as may be necessary or appropriate in the judgment of the Board of Directors to pay (i) nonrecurring expenses relating to the proper operation, management and the administration of the Association, or (ii) nonrecurring expenses relating to the proper maintenance, care, alteration, improvement, or reconstruction, of Common Properties or the improvements or amenities constructed thereon.

Section 5.04 Each Owner shall be personally obligated to pay his pro rata share of all assessments established pursuant to these Covenants. Each Owner's pro rata share shall be equal to a percentage of the total amount of the assessments established pursuant to these Covenants determined by dividing one (1) by the total number of Lots. Any unpaid assessments shall constitute the personal obligation of the Owner of such Lot at the time such assessment is due. No Owner shall be entitled to exempt himself from the liability of such Owner's obligation to pay such assessment by an abandonment of his Lot or by any other action whatsoever. Any such assessment not paid within twenty (20) days of the date due shall be subject to a monthly \$25 late charge, and the Association may, at its election, bring action at Law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot subject thereto, and there shall be added to the amount of such unpaid assessment any and all costs of collection, interest, expenses, and reasonable attorney's fees incurred by the Association. It shall be the responsibility of the Board of Directors to collect any such delinquent assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and such Owner's First Mortgagee if the Association has been provided with their address.

Section 5.05 An Owner's pro rata share of all assessments established pursuant to these Covenants shall be secured by a lien upon such Owner's Lot and the Residence located thereon in favor of the Association, which lien shall be prior and superior to all of the liens and encumbrances upon such Lot and Residence, regardless of how created, evidenced or perfected, other than the liens securing the payment of First Lien Indebtedness and the lien for unpaid taxes, assessments and other governmental impositions. Such lien and encumbrances may be enforced by any means available at law or in equity, including, without limitation, Expedited Foreclosure conducted in accordance with the provisions of V.T.C.A. Property Code Section 209.0092, with the Board of Directors having the power to appoint a trustee to conduct such a sale. The Association or any other Owner may be the purchaser at such foreclosure sale. Each Owner hereby expressly grants the Association a power of sale in connection therewith.

Section 5.06 The Association shall promptly transmit to an Owner, such Owner's First Mortgagee, or any other interested party requesting such information, a statement setting forth the amount of any delinquent assessment payable by an Owner, as well as the amount of the annual assessment payable at the time of such request.

ARTICLE VI **IMPROPER MAINTENANCE BY OWNER**

Section 6.01 In the event any Lot (including any Building or Residence located thereon) is, in the judgment of the Board of Directors, so maintained by its Owner as to

not comply with these Covenants or so as to present a public or private nuisance or so as to substantially detract from the appearance or quality of the neighboring Lots and Residences or other areas of the Land which are substantially affected thereby or related thereto, the Board of Directors, may, by resolution, make a finding to that effect specifying the particular condition or conditions which exist, and pursuant thereto deliver notice thereof to the offending Owner that unless corrective action is taken within ten (10) days, the Association will cause such action to be taken at such Owner's cost. If at the expiration of said ten (10) day period of time the requisite corrective action has not been taken, the Board of Directors shall be authorized and empowered, to cause such action to be taken and the cost (the "Maintenance Cost") thereof shall be assessed against the Lot of the offending Owner and shall be secured by the Maintenance Lien as hereinafter provided. Written notice of such assessment shall be delivered to the offending Owner, which notice shall specify the amount of such Maintenance Cost and shall demand payment thereof within thirty (30) days after the date of said notice.

Section 6.02 The Board of Directors shall have the right, at any time there are unpaid Maintenance Costs outstanding with respect to a Lot, to file with the County Clerk of the County (1.01(k)), a statement describing such Lot and declaring the amount of unpaid Maintenance Costs relating thereto in which event, upon such filing, there shall automatically be imposed upon such Lot a Lien (the "Maintenance Lien") in favor of the Association for the amount of such unpaid Maintenance Costs relating to any such Lot. Upon payment of the Maintenance Costs secured by such Maintenance Lien by or on behalf of the Owner of the Lot against which the Maintenance Lien is imposed, the Board of Directors shall file of record with the County Clerk of the County (1.01(k)), an appropriate release of such Maintenance Lien previously filed against the Lot for such Maintenance Costs. The Maintenance Lien shall be for the sole benefit of the Association.

Section 6.03 Each Owner, for himself, his heirs, executors, administrators, trustee, personal representatives, successors and assigns, covenants and agrees:

- (a) That he will pay to the Association within fifteen (15) days after the date of written notice thereof any Maintenance Costs assessed against his Lot; and
- (b) That by accepting any Deed of his Lot, he shall be and remain personally liable for any and all Maintenance Costs assessed against his Lot while he is (or was) the Owner thereof, regardless of whether such Covenants or agreements are expressed in such Deed and regardless of whether he signed the Deed.

Section 6.04 If the Owner of any Lot fails to pay the Maintenance Costs when due, the Board of Directors may enforce the payment of the Maintenance Costs and/or the Maintenance Lien by taking either or both of the following actions, concurrently or separately (and by exercising either of the remedies hereinafter set forth, the Board of Directors does not preclude or waive its rights to exercise the other remedy):

- (a) Bring an action at law and recover judgment against the Owner personally obligated to pay Maintenance Costs;
- (b) Foreclose the Maintenance Lien against the Lot by Expedited Foreclosure in accordance with the provisions of V.T.C.A. Property Code Section 209.0092 and the right to recover a deficiency. The Board of Directors shall have the power to appoint a trustee to conduct such sale. The sale or transfer of any Lot shall not affect the

Maintenance Lien. Each Owner grants the Association a power of sale in connection therewith.

Section 6.05 In any action taken pursuant to Section 6.04 of this Article, the Owner shall be personally liable for, and the Maintenance Lien shall be deemed to secure the amount of, the Maintenance Cost, together a monthly \$25 handling charge, and the Association may, at its election, bring action at Law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot and Residence subject thereto, and there shall be added to the amount of such unpaid assessment any and all costs of collection expenses, interest and reasonable attorney's fees incurred by the Association.

ARTICLE VII - ARCHITECTURAL CONTROL

Section 7.01 The Architectural Control Committee (ACC) (herein so called), which shall be composed of three (3) or more individuals selected and appointed by the Declarant and shall serve for as long as the Declarant at its sole discretion desires or until such time as the Declarant gives control of the ACC to the Board of Directors. It is the intent of the Declarant to appoint ACC members until the last Lot in the subdivision is built on. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of this residential development. All matters before the ACC shall be decided by majority vote of its members. At any time, the Declarant may delegate and assign to the Board of Directors, all of the Developer's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. In the event of the death, incapacity or resignation of a member of the ACC, the successor for such member shall be appointed and removed by the Declarant if such death, incapacity or resignation occurs on or before the Declarant conveys these powers to the Association. After the Declarant conveys these powers to the Association, the Board of directors will appoint and remove the members of the ACC in addition to all the other powers the Declarant had with regard to the ACC.

Section 7.02 No Building, fence, wall, sign, exterior light, or other structure or apparatus, either permanent or temporary shall be commenced, erected, placed or maintained upon the Land (or any Lot constituting a part thereof), nor shall alteration, excavation, subdivision or re-subdivision thereof, including without limitation changes in or alterations of grade, roadways and walkways, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location and other material attributes of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ACC. All plans and specifications submitted to the ACC shall include a plot plan showing the location of the improvements, the plan for drainage and the construction plans giving the dimensions of the plan for drainage and the construction plans giving the dimensions of all improvements and shall specify, in addition to construction diagrams and specifications, exterior materials, including brick, stone and roofing to be used and color schemes for all improvements. Plans must be submitted ten (10) days prior to any construction, and plans will be kept on file until the Residence is completed. If the ACC fails to approve or disapprove such design and location within

thirty (30) days after such plans and specifications have been submitted to it, approval of the ACC will be deemed to have been given, and this Article will be deemed to have been fully complied with. The ACC shall have the right, all in the sole discretion of the ACC, to disapprove any plans and specifications submitted to it for any of the following reasons:

- (a) If such plans and specifications are not in accordance with any of the provisions of these Covenants or the codes, ordinances and regulations of the City;
- (b) If the external design, elevation, appearance, location or color scheme for the proposed improvements are not in harmony with the general surroundings of the Land or with the adjacent dwellings or structures or with the topography;
- (c) If the plans and specifications submitted are incomplete;
- (d) If the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography;
- (e) If the ACC deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the Association, its members or Land.

The ACC is authorized to accept whatever drawings, plans or specifications as it deems desirable within its sole discretion to be in satisfaction of the foregoing. The decision of the ACC shall be final, conclusive and binding upon all Owners during the time the Declarant appoints the ACC. When the Board of Directors appoints the ACC, the decision of the ACC is not final. An Owner can appeal the ACC decision to the Board of Directors and their decision is final, conclusive and binding on all Owners. Neither the ACC nor Declarant nor Developer nor Board of Directors shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications. The approval by the ACC in no way gives an opinion or approval of the structural integrity or marketability of the structure approved. In addition, the Owner is solely responsible for the plans and specifications to meet local Code and Laws. The signature of any member of the ACC on a letter, email or on any such plans and specifications with "approved" or "disapproved" written or stamped thereon shall be prima facie evidence as to such approval or disapproval being the act of the full ACC.

ARTICLE VIII **VARIANCES**

Section 8.01 The ACC may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that such is done in conformity to the intent and purposes hereof. ACC may issue Bulletins and approval from time to time to address new products and technology, over the course of the building out of the Subdivision, which it considers to be acceptable for use in the Subdivision. After the Developer conveys the power of the ACC to the Association, the Board of Directors is the only party that can grant the variances and adjustments and issue Bulletins and approvals as per this Article VIII.

ARTICLE IX
LAND SUBJECT TO THIS DECLARATION

Section 9.01 All of the Property and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Developer, and any subsequent owner of all or any part thereof, subject to these Covenants and the covenants, restrictions, charges and liens set forth herein.

ARTICLE X
MISCELLANEOUS

Section 10.01 These Covenants may be revoked or amended in the following manner:

(a) Until December 31, 2030, Owners of not less than seventy-five percent (75%) of the Lots may from time to time, revoke or amend these Covenants for any purpose by instrument bearing the signature of such Owners, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of the County (1.01(k)).

(b) On or after December 31, 2030, Owners of not less than fifty-five percent (55%) of Lots may from time to time, revoke or amend these Covenants for any purpose by instrument bearing the signature of such Owners, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of the County (1.01(k)). During the time that the Declarant owns any Lots, the Declarant in its sole discretion and without a vote or consent of any members may modify, amend or repeal these Covenants.

(c) For Phase One and all future Phases (if any) - Until the earlier of December 31, 2030 or such time as all Lots held by the Class B member(s) have been sold and conveyed, the Declarant may from time to time, revoke or amend these Covenants for any purpose, to the exclusion of the Class A Members, by instrument bearing the signature of such Declarant, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of the County (1.01(k)).

Section 10.02 These Covenants shall be effective upon the date of recordation hereof, and as amended from time to time, shall continue in full force and effect to and including December 31, 2030. From and after said date, these Covenants, as amended, shall be automatically extended for successive periods of ten (10) years, unless an affirmative vote to terminate these Covenants is signed by (1) the Director of Planning of the City, and (2) the then Owners of not less than sixty percent (60%) of the Lots and filed, at the Association's expense, in the Real Property Records of the County (1.01(k)).

Section 10.03 If any provisions of these Covenants shall be held invalid or unenforceable the same shall not affect the validity or enforceability of any of the other provisions hereof.

Section 10.04 Whenever notices are required to be sent hereunder, the same shall be sent to the Owner who is the intended recipient, by certified or registered mail, return receipt requested and postage prepaid at the address of such Owner's Lot and further provided that any such notice may be delivered in person. Notices shall be deemed received when actually received and whether or not received when deposited in a regularly maintained receptacle of the United States Postal Service in accordance with the provisions hereof. Notices sent to the ACC or the Association shall be sent by certified or

registered mail, return receipt requested and postage prepaid, only at such address as has previously been specified by the ACC to the Owners or by the Board of Directors to the Owners, respectively. The ACC and the Association may, from time to time, change such specified addresses by giving the Owners notice of such change in the manner herein provided.

Section 10.05 Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

Section 10.06 All captions, titles or headings of the Articles and Sections in these Covenants are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any other provisions hereof, or be used in determining the intent or content hereof.


Section 10.07 If any interest purported to be created by these Covenants is challenged under the Rule Against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be those which would be used in determining the validity of the challenged interest.

Section 10.08 Not later than one-hundred-eighty (180) days after homeowners own seventy-five percent (75%) of the Lots subject to these Restrictions of Lawler Park Homeowners Association and any "Future Phase(s)", Developer shall convey to Association, and Association shall accept, the Common Areas, subject to any valid easements and restrictions of record. Nonetheless, ad valorem taxes on all Common Areas will be paid by the Association for all years beginning with the year of the date of the Phase One Declaration.

Section 10.09 Notwithstanding anything to the contrary in this Declaration, including without limitation Articles V and VI hereof, any claim against an Owner that is also in the nature of an "enforcement action" under the Owners Protection Act shall be subject to all applicable provisions of the Owners Protection Act. To the extent of any conflict between the provisions of this Declaration and the provisions of the Owners Protection Act, the Owners Protection Act shall be controlling. The Owners Protection Act is found in Section 209.001 et seq. of the Texas Property Code, as such may be amended from time to time.

EXECUTED on the date first above written.

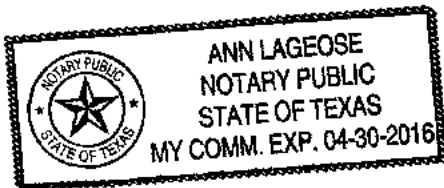
DECLARANT: Frisco Crossing Joint Venture, Ltd.
a Texas Limited Partnership
By: Warren Clark Development, Inc., General Partner


James A. Russell, Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21 day of August, 2012, by James A. Russell, Vice President of Warren Clark Development, Inc., a Texas corporation, General Partner of Frisco Crossing Venture, Ltd., a Texas Limited Partnership, on behalf of said partnership.

[Notary Stamp]




Notary

Crossing At Lawler Park

Fence Restrictions *

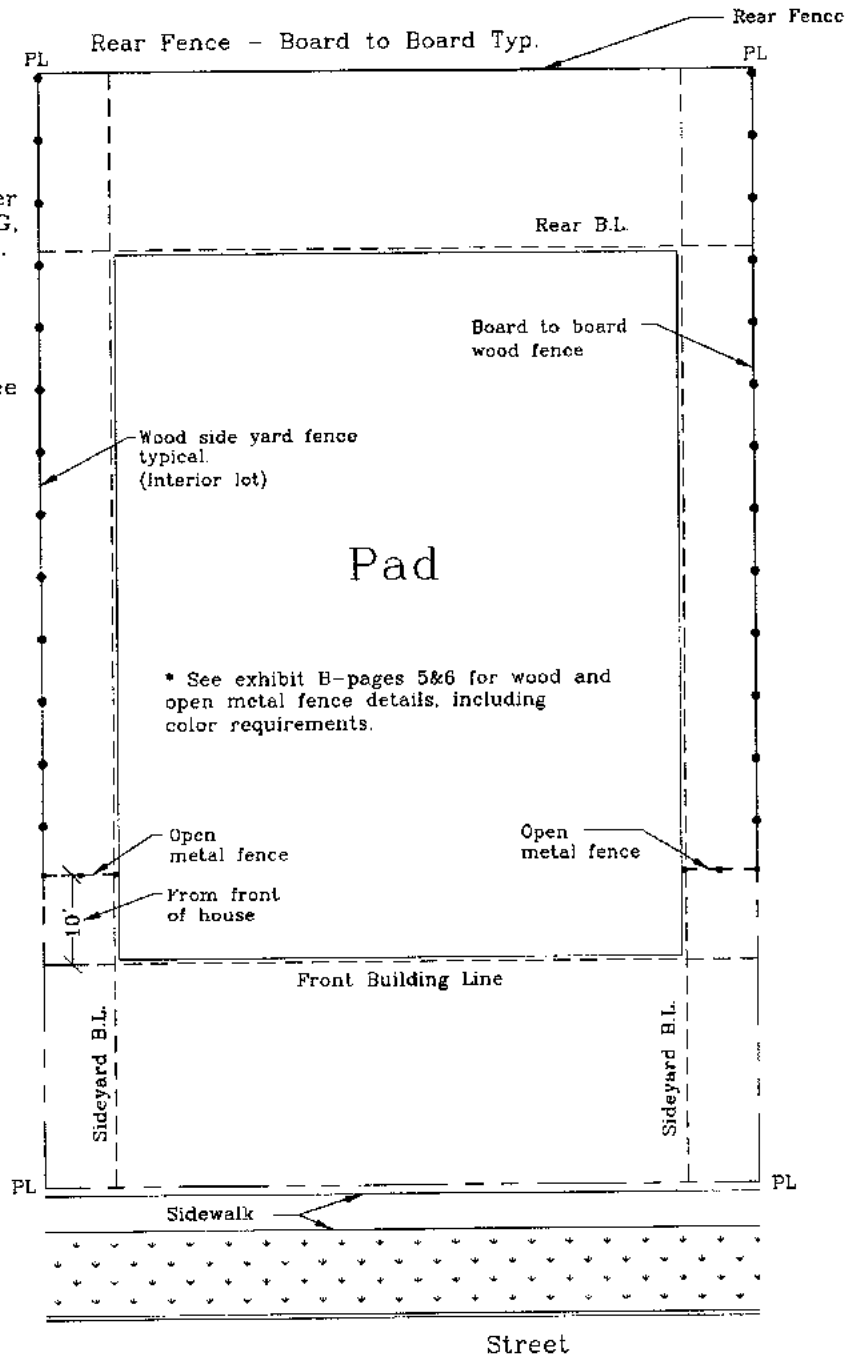
Interior Lots

Exhibit "B"
page 1/6

Note:
No rear fencing
allowed by lot owner
on lots 21-25 blk G,
and lots 4-8 Blk Q.

Lot 16 Block H
No sideyard fence
allowed on South
property line. (Fence
provided by HOA.)

Open metal fence
required at green
spaces.
Ex: Lot-9x Blk-Q



N.T.S.

Denotes street tree
area as required by
city ord.

page 2/6

Lts-17,30,31 Blk-G; Lts-1,12 Blk-I; Lt-12 Blk-J; Lts-5,6 Blk-R

Declaration of Covenants Conditions and Restrictions Lawler Park

The Arbor At Lawler Park Exhibit "B"

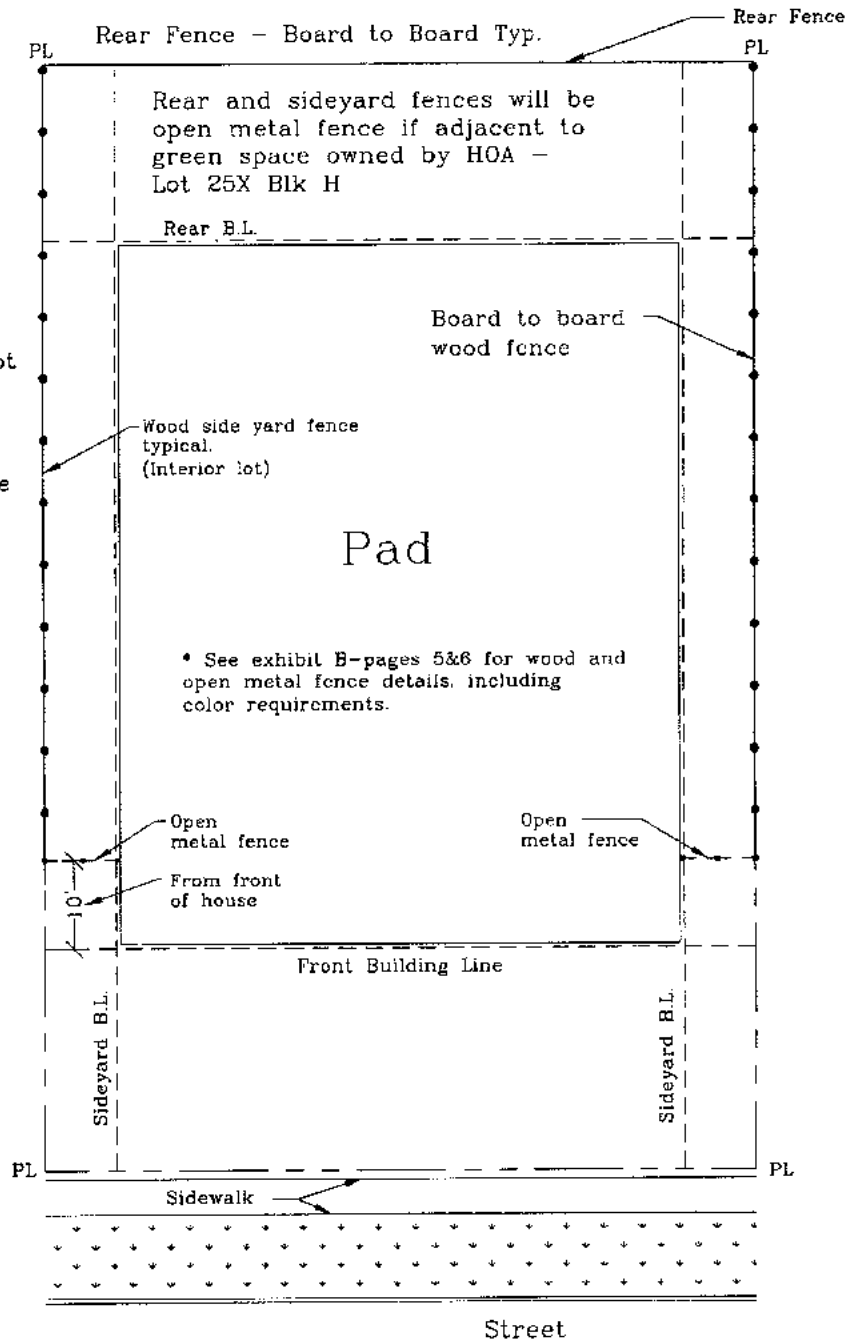
Fence Restrictions *

Interior Lots

page 3/6

Note:
Lots 2-11 Block C
No rear fence by lot
owners allowed.

Rear and sideyard
fencing adjacent to
green spaces will be
open metal fence,
unless noted
otherwise.



Denotes street tree
area as required by
city ord.

Lt-16 Blk-G; Lts-1,11 Blk-E; Lts-1,11,12,22 Blk-F

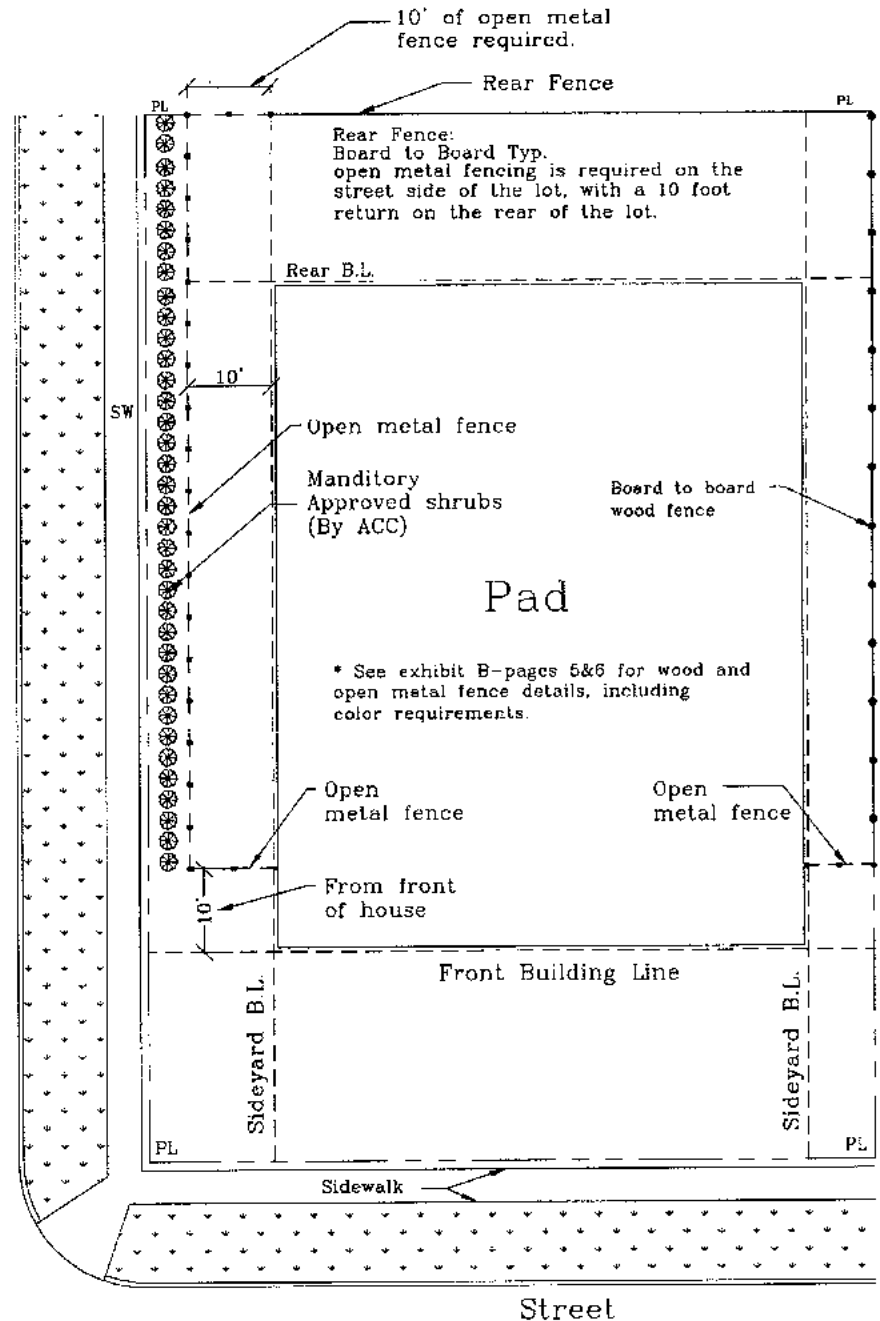
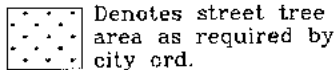
Note:

Lot 14 Block H - No
sideyard fence allowed on
South property line. (Fence
provided by HOA.)

Rear and sideyard fencing adjacent to green spaces will be open metal fence, unless noted otherwise.

Approved Shrubs (15 Gal.):
 Burford Holly
 Wax Myrtle
 Aurelia
 Nellie R. Stevens Hollie
 Cleyera
 Juniper

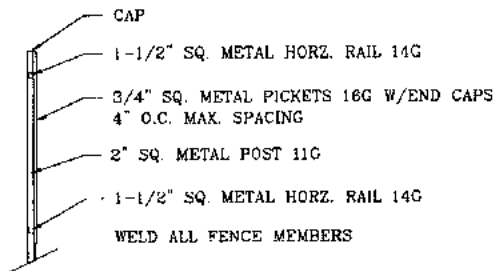
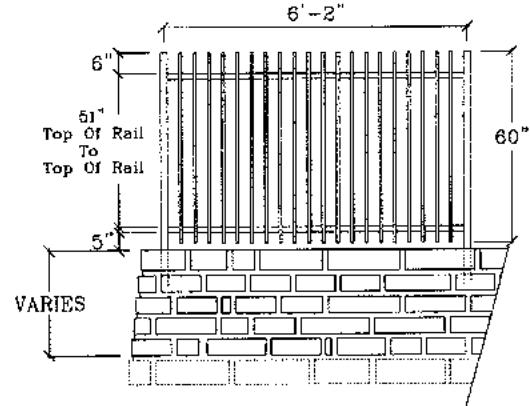
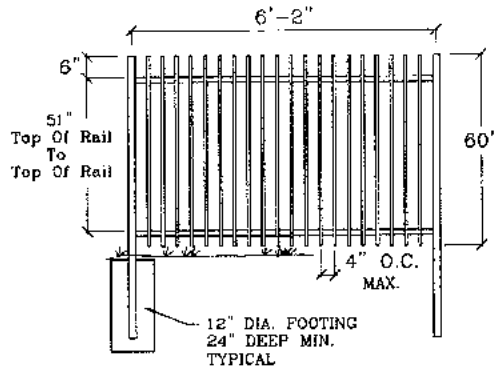
N.T.S.



OPEN METAL FENCE DETAIL

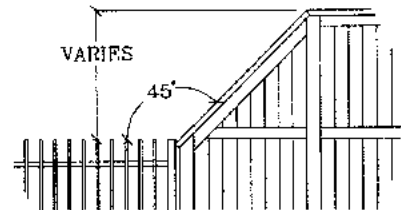
(VERIFY ALL FENCING W/LOCAL BUILDING CODES PRIOR TO CONSTRUCTION)

The Color of Open Metal Fencing shall be Tiger Drylac powder coat RAL colors - 6015



TYPICAL SECTION

NTS



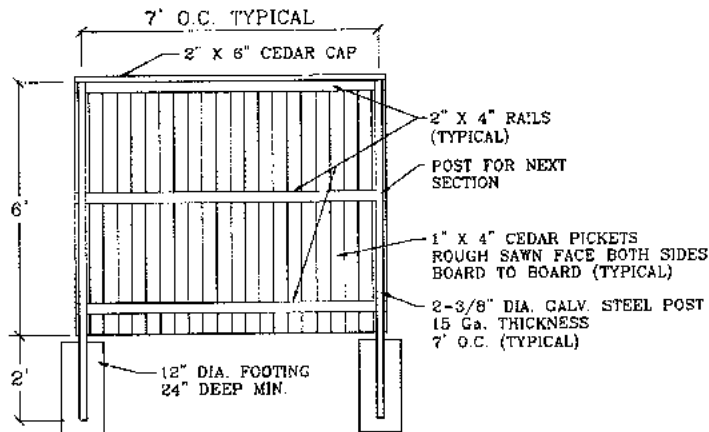
WOOD TO METAL TRANSITION

NTS

WOOD FENCE DETAILS (BOARD TO BOARD)

#1 GRADE ROUGH SAWN CEDAR STAIN - SEAL RITE MEDIUM BROWN

(VERIFY ALL FENCING W/LOCAL BUILDING CODES PRIOR TO CONSTRUCTION)

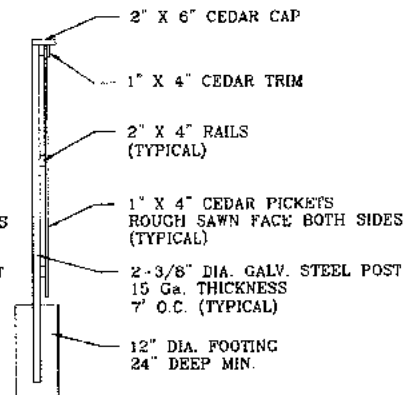


NOTE:

SMOOTH SIDE TOWARD ALLEY
RAILS TOWARD HOUSE

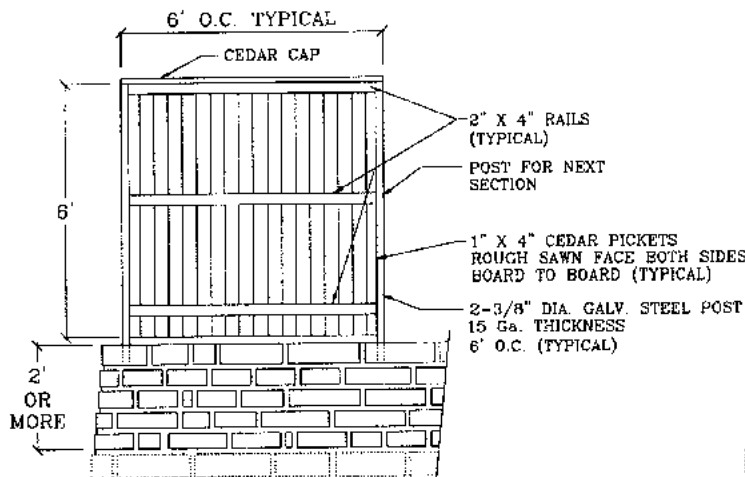
FENCE DETAIL A

NTS



NOTE:

SMOOTH SIDE TOWARD ALLEY
RAILS TOWARD HOUSE



FENCE DETAIL B

NTS

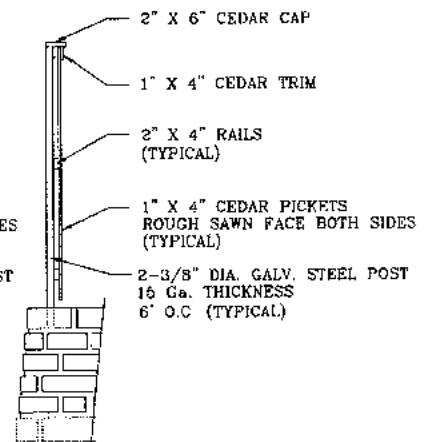


Exhibit “C”

Maintenance of Common Area – (Guidelines)

Maintenance of the common open space properties of the Association is to enhance the enjoyment and esthetics of the neighborhood for all homeowners. The following guidelines are intended to summarize the level of maintenance of the various common areas and are subject to reasonable modifications. These items are not intended to list or explain all amenities or all maintenance to be performed on common areas. Maintenance and its cost is the responsibility of the Association. The following areas will be maintained:

The Crossing Common Areas:

- Lot 15 X Block H – Amenity Center, including pool, restrooms, cabana, play area, decks, parking, grass, walls, and flower beds shall be maintained.
- Lot 36 X Block G – Screen walls, retaining walls, ornamental metal fencing, pedestrian crossing bridge and entry walls, natural drainage area with native plants, ie., cattails, switch grass etc., sidewalks, Bermuda grass with regular mowing, native grasses – ie., love grass, feather grass, biannual native grasses with a bi-annual mow. Flower beds with shrubs and seasonal color at the pedestrian bridge entry and trees.
- Lot 13 X Block I and Lot 13 X Block J – Retaining wall and screen wall with ornamental iron, sidewalks, Bermuda grass with regular mow, love grass with a biannual mow, trees and scrubs.
- Lot 24 X Block P – Lot 1X Block V – Entry feature, building with pass through walkway, sidewalks, screen-wall, and retaining wall, signage on 24X Block P only, trees, scrubs, seasonal color, Bermuda with regular mow, native turf grasses with biannual mow.
- Lot 24 X Block N – Retaining walls, screen walls with ornamental iron, Rose garden with storage building and overhead structure, sidewalk and trail through native creek area, decorative stone columns with ornamental metal, Bermuda grass with regular mowing, native grasses – ie love grass with annual mow.
- Lot 9 X Block Q – Screen wall and sidewalk, native creek and trail area, Bermuda grass with regular mow, and native grass with biannual mow, shrubs and trees, ornamental metal fencing on lots 1, 2, 3 Block Q belong to lot owner.
- Lot 11 X Block R – retaining wall, screen wall, and ornamental metal fencing, sidewalk, Bermuda grass with regular mow, native grass bi-annual mow, trees and scrubs.
- Lot 22 X Block P – sidewalk, Bermuda grass with regular mow, native grass with biannual mow, native creek with treed area with no maintenance.

The Arbor Common Areas:

- Lot 20 X Block A – Wall and landscape entry with sidewalk, consist of Bermuda grass with regular mowing and native turf grass i.e. love grass with bi-annual mowing and trees.
- Lot 21 X Block D – Entry feature and signage, walls, sidewalk, bedding plants, seasonal color, Bermuda grass with regular mowing and native grasses with bi-annual mowing.
- Lot 37 X Block G – Perimeter greenbelt, walk, hike and bike trail, Bermuda grass with regular mowing, native grasses with bi-annual mowing, scrubs and trees.
- Lot 25 X Block H – Ten feet of greenbelt to preserve the tree line, no plantings, mow and remove debris four (4) times per year. No dumping is allowed from adjacent lots.

"Exhibit D"

Street Poles and Signs (see Section 3.03 of the Declarations)

Brandon Industries, Inc.
Quality Street-cape Solutions



1601 Wilmett Road Phone: 800.247.1274
McKinney, Texas 75069 Fax: 972.542.1015
www.brandonindustries.com

Sign example made from the following parts

POLE

SP3X14 – 3" x 14' Fluted Pole
Extruded Aluminum Alloy 6005-75
Wall Thickness – .125"



FINIAL

FIN-B3 – Ball Finial for 3" Round Pole
Cast Aluminum Alloy #356



TRIMS

2WAYARM24 – Cantilever sign bracket 24"



TSTOP30N – Trim for 30" Stop Sign
Cast Aluminum Alloy #356



SIGNS

DG R1-1/30 – Reflective 30" Stop Sign
3M DIAMOND GRADE reflective vinyl with
powder-coat black back



BASE

SB-93 – Slip-Over Base
For 3" OD Pole
Cast Aluminum Alloy #356



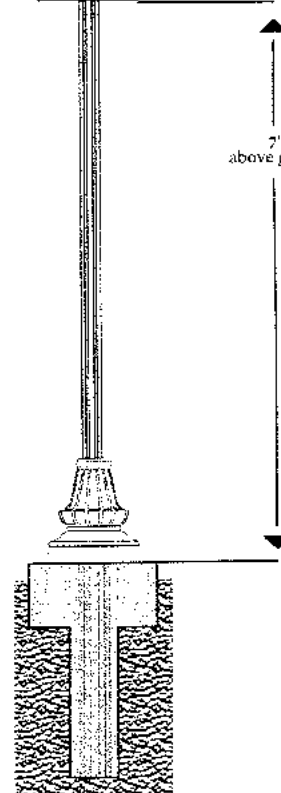
Product Specification

Signs to be provided by City of El Paso

Signs to be provided by City of El Paso



7'
above grade



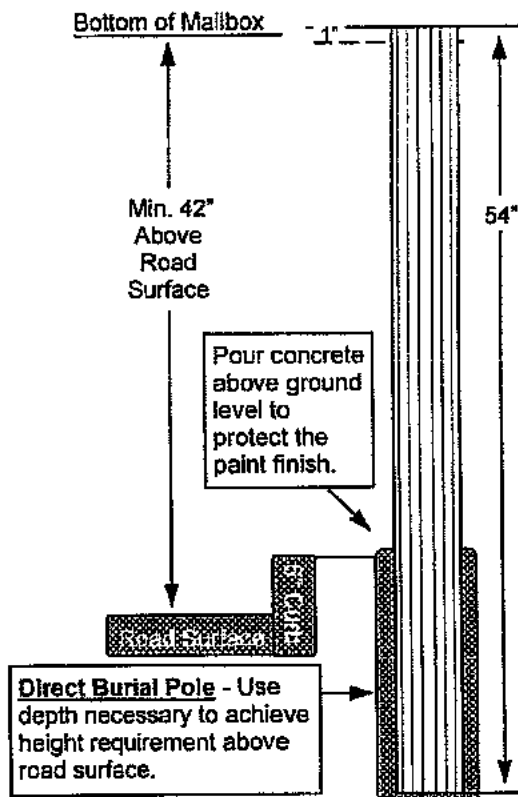
"Exhibit E"

TXF54-XX15-3X

CUSTOMERS ARE REQUESTED TO CONTACT THE LOCAL POST OFFICE BEFORE ERECTING THE BOX TO ENSURE ITS CORRECT PLACEMENT AND HEIGHT AT THE STREET.

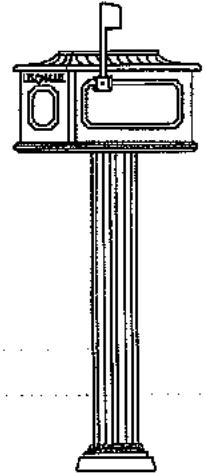
Pole #54 - 5" OD DIRECT BURIAL POLE

THREE 1/2" DIAMETER HOLES AT 120° INTERVALS.
Use three 5/16-18x1" flat slot bolts to attach mailbox to pole.



Attach Kit:

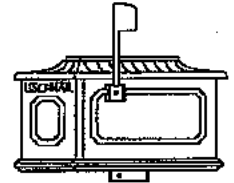
1 - General Installation Instructions



M3-A - Cast Aluminum Mailbox

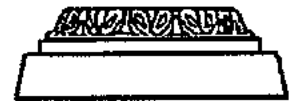
Includes Flag Kit with 8-32x5/8" phil pan stainless bolt

Tenon with three 5/16-18x1" Flat Slot bolts to align with holes at top of pole.



SB-15 - Slip Over Base

Slip over pole and rest on concrete footing to protect the finish.



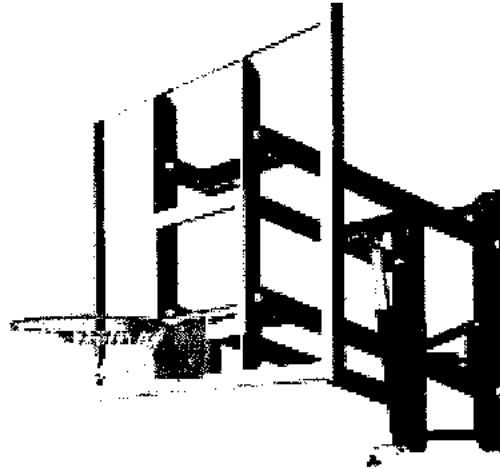
Lawler Park Mailbox Pricing

TXF54-XX15-3X BK:	\$226.00
LABOR:	\$90.00
TAX:	\$18.65
TOTAL:	\$334.65

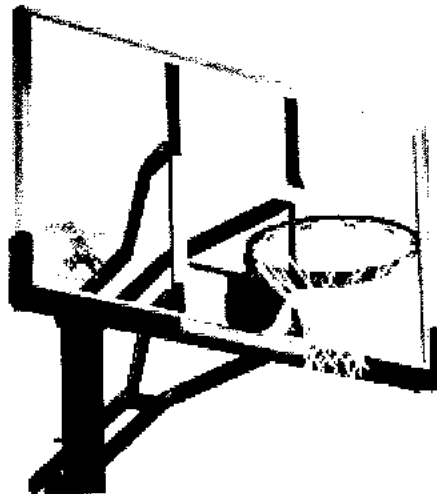
Available at: Brandon Industries, Inc.
1601 Wilmeth Road
McKinney, Texas 75069
972-542-3000

“Exhibit F”

Basketball Hoops



SB60 Wall Mount – 60” x 36” 3/8” thick glass
or Goaliath – GB60brs not shown



GS60av - 60” x 36” / 5.5”x5.5” pole / 3/8” thick
glass 2.5’ overhang / DuPont Powder Coated

Goaliath - GB60brs not shown



August 2, 2012

Mr. Biff Harris
Landscape Architect
City of Frisco
Development Services Department
6101 Frisco Square Blvd
Frisco, TX 75034

LANDSCAPE ARCHITECTURE
SITE PLANNING
TREE MITIGATION

EXHIBIT "G"

Re: Arbors at Lawler Park
Crossing at Lawler Park

Mr. Harris,

Per the City of Frisco ordinance regarding street trees for new development, I have attached a planting schedule for the above mentioned projects. We plan to plant each street with an individual tree specie. As required by ordinance, we will not exceed 45% for any single specie. I have attached a list of species for each corresponding street.

Arches Lane	-	Lacebark Elm
Dotter Drive	-	Cedar Elm
Country Brook Dr.	-	Live Oak (From Lawler Park Dr. to Shackleford Dr.)
Spring Wagon Dr.	-	Live Oak
Rolinda Ct.	-	Cedar Elm
Bryce Canyon	-	Live Oak
Grand Arbor Lane	-	Live Oak
Mossvine Dr.	-	Chinese Pistache
Shackleford Dr.	-	Texas Ash

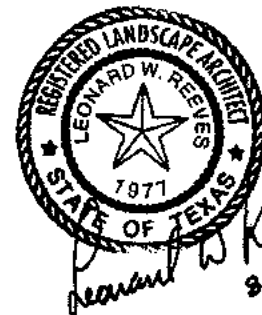
The trees will be planed per the City of Frisco requirements at the spacing required by the city.

If you should have any questions, do not hesitate to call.

Sincerely,

A handwritten signature in black ink that reads "Leonard W. Reeves". The signature is fluid and cursive, with the first name being the most prominent.

Leonard W. Reeves, ASLA, PLA



Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900
www.studio13.biz

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/22/2012 04:12:30 PM
\$188.00 DFOSTER
20120822001048730



Stacey Kemp

Dedictory Instrument



PREMIER
COMMUNITIES



20120822001048760

08/22/2012 04:12:33 PM MA 1/3

LAWLER PARK HOMEOWNERS ASSOCIATION, INC., COLLECTION POLICY

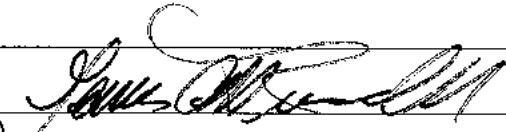
Lawler Park Homeowners Association, Inc. collection process includes the following steps unless authorized exceptions to this process are communicated in writing from the Board of Directors through the Association Manager.

Notice	Description	Fees
1 st Friendly Notice	<ul style="list-style-type: none"> Issued by the billing department after the Association's late date as a statement showing the total amount due. The late date is 21st of the month. Only issued to owners <u>with a balance of \$10 or more</u>. <ul style="list-style-type: none"> Interest is not calculated on balances under \$2. 	\$25 per month+ \$8 processing fee
2 nd Formal Notice	<ul style="list-style-type: none"> Issued by the billing department as a late letter (typically 30 days after the Friendly Notice). Includes the Fair Debt Collections verbiage and allows the account holder 30 days from receipt of notice to address the delinquent account. <ul style="list-style-type: none"> Per the Texas Property Code, these notices must be mailed certified (also mailed first class) and include language regarding restricted access to amenities and the right to cure. Only issued to owners <u>with a balance of \$50 or more</u>. <ul style="list-style-type: none"> A second late statement may be sent to owners in lieu of or in addition to the second notice, but the processing fees and collateral costs (print, envelopes, postage, etc.) still apply to each review and mailing. 	\$18.00 processing fee
Demand Letter	<ul style="list-style-type: none"> This is a second 30-day collection notice (similar to the 2nd Formal Notice); sent via certified mail. The billing department will automatically proceed with referring an account for demand <i>unless the Manager or Board of Directors stipulates otherwise.</i> Association collection policies may require demand letter processing through an attorney's office. NOTE: For Associations under developer control, builder referral for advanced collection action requires approval from the divisional Director in addition to the Manager. 	\$35.00 request for demand + collection agency/attorney fees (fees vary by office/agency)
Lien	<ul style="list-style-type: none"> If an account is referred directly to an attorney's office, the billing department will automatically proceed with an Authorization to Lien <i>unless the Manager or Board of Directors stipulates otherwise.</i> If an account is referred to a collection agency (e.g., Red Rock), the account is automatically processed for a lien subsequent to the 30-day timeline referenced in the demand letter. The lien is filed with the county clerk where the property is located and is a legal record that a debt is owed and is secured against the property in question. Processing and filing a lien with the county clerk can take up to 30 (thirty) days. 	\$20.00 request for lien + collection agency/attorney fees (fees vary by office/agency and county)
Foreclosure	<ul style="list-style-type: none"> Authorization for Foreclosure must be Board-approved in writing. <ul style="list-style-type: none"> The approval should be in the form of Board-approved meeting 	\$20.00 request for foreclosure +



	<p>minutes or a signature on an approved form.</p> <ul style="list-style-type: none"> ○ The collection agency or attorney's office requires the Board to sign an Assignment of Substitute Trustee (AST) that allows the chosen representative to post and settle a foreclosure on behalf of the Board. • Processing an account for foreclosure can take up to ninety (90) days • A homeowner has a six-month (180 day) period to redeem property that has been foreclosed by paying the amount owed in full, including all dues, legal, and collection fees; a condominium owner has a three month (90-day) right of redemption. <ul style="list-style-type: none"> ○ If the property is not redeemed, the next step is Authorization to Sell or Authorization to Evict. ○ The Association can proceed with Authorization to Evict once the property has been foreclosed. • NOTE 1: The Association lien is subordinate to the first lien holder (mortgage company). If the mortgage company forecloses on the property, the Association lien is relinquished and the amount owed is written off to unrecovered assessments. The mortgage company is responsible for all dues and fees incurred after the date of foreclosure, as they are the new legal owners of the property. • NOTE 2: There are two types of foreclosure available to Associations, judicial and expedited non-judicial. The governing documents for each community will specify which methods of foreclosure are available to the Association. <ul style="list-style-type: none"> ○ Expedited non-judicial foreclosure is a new requirement for Associations that do not require judicial foreclosure per HB 1228 effective 1/1/2012. 	<p>collection agency/attorney fees (fees vary by office and county)</p>
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This is to certify that the foregoing Collection Policy Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

Name: 
 Title: SECRETARY
 Date: AUGUST 21, 2012



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*Dedictory Instrument***LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.
VOTING, TABULATION OF BALLOTS, AND ACCESS TO BALLOTS POLICY**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF COLLIN

§

§

WHEREAS the LAWYER PARK HOMEOWNERS' ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 209 of the Texas Property Code was amended, to add Sections 209.056, 209.057, 209.058, 209.059, 209.00592, 209.00593, and 209.00594 thereto regarding Voting, Tabulation of Ballots, and Access to Ballots Policy; and

WHEREAS, the Board of Directors ("Board") of the Association desires to establish a policy for voting, tabulation of ballots, and access to ballots consistent with the Sections identified above and to provide clear and definitive guidance to property Owners.

NOW, THEREFORE, the Board has duly adopted the following *Voting, Tabulation of Ballots, and Access to Ballots Policy*.

I. NOTICE OF ELECTION OR ASSOCIATION VOTE

- A. Not later than the 10th day or earlier than the 60th day before the date of an election or vote, the Association shall give written notice of the election or vote to:

(1) Each Owner of property for an Association wide election or vote.

II. RECOUNT OF VOTES

- A. Within 15 days of the day of the meeting when the election was held, an Owner may require a recount if the request is submitted in writing either:

(1) By certified mail or by USPS with signature confirmation to the address in the management certificate; or
 (2) In person to the managing agent as reflected in the management certificate or to the address where the proxies are mailed.

- B. At the Owner's expense, the Association shall retain the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who:

(1) Is not a member of the Association or related to a Board member within the third degree of consanguinity or affinity; and
 (2) Is a current or former; County Judge, County Elections Administrator, Justice of the Peace, or County Voter Registrar; or
 (3) A person agreed on by the Association and persons requesting the recount.

- C. The recount must be performed on or before the 30th day after the date of receipt of the request and payment for the recount.

LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.

Voting, Tabulation of Ballots, and Access to Ballots Policy

Page 2 of 4

- D. If the recount changes the result of the election then the Association has to reimburse the Owner for the costs of the recount.
- E. The Association shall provide the results of the recount to each Owner that requested the recount.
- F. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

III. BALLOTS

- A. Any vote cast in an election or vote by a member must be in writing and signed by the member.
 - (1) Electronic votes constitute written and signed ballots.
 - (2) In an Association wide election, written and signed ballots are not required for an uncontested race.

IV. RIGHT TO VOTE

- A. A provision in a dedicatory instrument that disqualifies an Owner from voting in the election of Board members or any matter concerning the rights or responsibilities of the Owner is void.

V. VOTING: QUORUM

- A. The voting rights of an Owner can be cast in the following manner:
 - (1) In person or by proxy at a meeting of the Association; or
 - (2) By absentee ballot; or
 - (3) By electronic ballot; or
 - (4) By any method of representative or delegated voting provided by a dedicatory instrument.
- B. Absentee or electron ballot:
 - (1) May be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot;
 - (2) May not be counted if the Owner attends the meeting to vote in person;
 - (3) May not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or election ballot.
- C. Solicitation for votes by absentee ballot must include:
 - (1) An absentee ballot that contains each proposed action with the opportunity to vote for or against each proposal;
 - (2) The following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.

Voting, Tabulation of Ballots, and Access to Ballots Policy

Page 3 of 4

- D. Electronic ballot means a ballot given by:
- (1) Email, facsimile, or posting on an internet website, for which the identity of the Owner submitting the ballot can be confirmed; and
 - (2) The Owner can receive a receipt of the electronic transmission and receipt of the ballot.
- E. If the electronic ballot is posted on an internet website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

VI. TABULATION OF AND ACCESS TO BALLOTS

- A. A person who is a candidate in an Association election, or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, may not tabulate or otherwise be given access to the ballots cast in that election or vote. This person or a person besides the one who tabulated the votes may be given access to the ballots cast in the election or vote as part of a recount process that is authorized by law.
- B. A person, other than a person described above may tabulate votes in an Association election or vote, but may not disclose to any other person how an individual voted.

This Policy is effective upon recordation in the Public Records of Collin County, and supersedes any policy regarding voting, tabulation of ballots, and access to ballots which may have previously been in effect. Except as affected by Sections 209.056, 209.057, 209.058, 209.059, 209.00592, 209.00593, 209.00594, and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 10 day of Aug, 20 12.


DALE CLARK
President
LAWLER PARK HOMEOWNERS'
ASSOCIATION, INC.

LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.

Voting, Tabulation of Ballots, and Access to Ballots Policy

Page 4 of 4

STATE OF TEXAS

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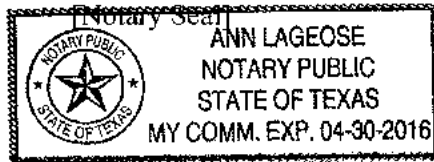
COUNTY OF COLLIN

§

Before me, the undersigned authority, on this day personally appeared DAVE CLARK, President of LAWLER PARK HOMEOWNERS' ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 10 day of August, 20 .

Ann Lageose
Notary Public, State of Texas



ANN LAGEOSE
Printed Name

My commission expires: 4/30/16

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/22/2012 04:12:32 PM
\$28.00 DFOSTER
20120822001048750



Stacey Kemp



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Dedictory Instrument
LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF COLLIN

§

§

WHEREAS the LAWLER PARK HOMEOWNERS' ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

1. A property owner or resident may display or attach one or more religious items to the entry to their dwelling. Such items include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Control Committee ("ACC") is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Collin County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.

Guidelines for Display of Certain Religious Items

Page 2 of 2

Approved and adopted by the Board on this 10 day of Aug 2012.



Dais Curn, President
LAWLER PARK HOMEOWNERS'
ASSOCIATION, INC

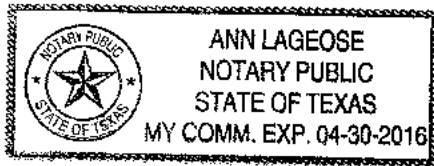
STATE OF TEXAS

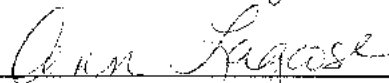
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COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared Dais Curn, President of LAWLER PARK HOMEOWNERS' ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 10 day of August, 2012.





Notary Public, State of Texas

Ann Lageose

Printed Name

My commission expires: 4/30/16

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/22/2012 04:12:40 PM
\$20.00 DFOSTER
20120822001048830







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08/22/2012 04:12:38 PM MA 1/3

Dedictory Instrument
LAWLER PARK HOMEOWNERS'S ASSOCIATION, INC.
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

§

COUNTY OF COLLIN

§

WHEREAS the LAWLER PARK HOMEOWNERS' ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems"); and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the ACC.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.

Guidelines for Rainwater Recovery Systems

Page 2 of 3

- d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
- 2) Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
- 3) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.
- 4) Harvested water must be used and not allowed to become stagnant or a threat to health.
- 5) All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Collin County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 10 day of Aug 2012.



DALE CLARK, President
LAWLER PARK HOMEOWNERS'
ASSOCIATION, INC.

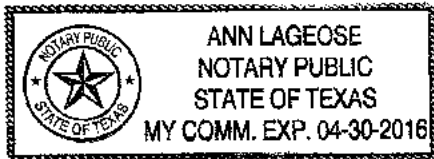
STATE OF TEXAS

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COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared DALE CLARK, President of LAWLER PARK HOMEOWNERS' ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 10 day of August, 2012.



Ann Lageose
Notary Public, State of Texas

Ann Lageose
Printed Name

My commission expires: 4/30/16

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/22/2012 04:12:38 PM
\$24.00 DFOSTER
20120822001048810



Stacey Kemp



20120822001048800

08/22/2012 04:12:37 PM MA 1/4

Dedictory Instrument
LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF FLAGS

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF COLLIN

§

§

WHEREAS the LAWLER PARK HOMEOWNERS' ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

1. These Guidelines apply to the display of ("Permitted Flags"):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of the flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Control Committee ("ACC") is required for any free-standing flagpole associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags may be up to three foot (3') by five foot (5') in size.

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 12.1. be ground mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
 - 12.4. provides illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.
Guidelines for Display of Flags
Page 3 of 4

14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Collin County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 10 day of Aug 2012.

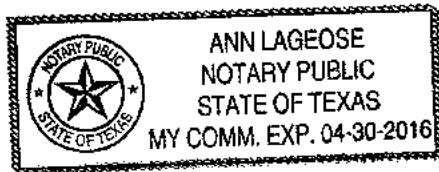


DALE CLARK, President
LAWLER PARK HOMEOWNERS'
ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared DALE LARK, President of LAWLER PARK HOMEOWNERS' ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 10 day of August, 2012.



Ann Lageose
Notary Public, State of Texas

Ann Lageose
Printed Name

My commission expires: 4/30/16

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/22/2012 04:12:37 PM
\$28.00 DF0STER
20120822001048800



Stacey Kemp



20120822001048820

08/22/2012 04:12:39 PM MA 1/3

Dedictory Instrument
LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.
GUIDELINES FOR SOLAR ENERGY DEVICES

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

§

COUNTY OF COLLIN

§

WHEREAS the LAWLER PARK HOMEOWNERS' ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and

LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.

Guidelines for Solar Energy Devices

Page 2 of 3

- c. conform to the slope of the roof; and
 - d. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Collin County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.
Guidelines for Solar Energy Devices
Page 3 of 3

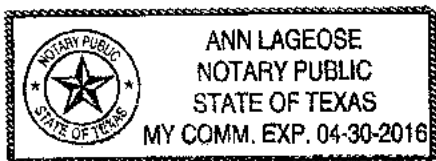
Approved and adopted by the Board on this 10 day of Aug 2012.

Dale Clark
DALE CLARK, President
LAWLER PARK HOMEOWNERS'
ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared DALE CLARK, President of LAWLER PARK HOMEOWNERS' ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 10 day of August, 2012.



Ann Lageose
Notary Public, State of Texas

Ann Lageose
Printed Name

My commission expires: 4/30/16

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/22/2012 04:12:39 PM
\$24.00 DFOSTER
20120822001048820



Stacey Kemp



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Dedictory Instrument
LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.
PAYMENT PLAN POLICY

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 COUNTY OF COLLIN §

WHEREAS the LAWLER PARK HOMEOWNERS' ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the community (referred to collectively as "Declarations"); and

WHEREAS chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors ("Board") of the Association desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Owners are entitled to make partial payments for amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. receipt of a fully completed and signed Payment Plan form; and
 - b. receipt of the first payment under the plan; and
 - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - a. Total balance up to 2 times annual assessment ... up to 6 months
 - b. Total balance up to 3 times annual assessment ... up to 12 months

LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.

Payment Plan Policy

Page 2 of 3

- c. Total balance greater than 3 times annual assessment ... up to 18 months
- 6. On a case-by-case basis, upon request of the owner and concurrence of the Board, the Owner and the Board can agree to more than one payment plan to assist the owner in paying the amount that is owed.
- 7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
- 8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
- 9. If an owner fails to make payments as specified in the Payment Plan, the payment plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. A Payment Plan will be voided if the owner:
 - a. fails to return a signed Payment Plan form with the initial payment; or
 - b. misses a payment due in a calendar month; or
 - c. does not make up a payment if notified by the Association of a missed payment as a courtesy; or
 - d. makes a payment for less than the agreed upon amount and does not make up the deficit on the next payment; or
 - e. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.
- 10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
- 11. If a Payment Plan is voided, the Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
- 12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Collin County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.

Payment Plan Policy

Page 3 of 3

Approved and adopted by the Board on this 10 day of Aug 2012.

Dale Clark

DALE CLARK PRESIDENT
LAWLER PARK HOMEOWNERS'
ASSOCIATION, INC.

STATE OF TEXAS

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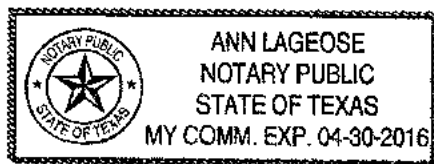
COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared DALE CLARK President of LAWLER PARK HOMEOWNERS' ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 10 day of August, 2012.

Ann Lageose

Notary Public, State of Texas



Ann Lageose

Printed Name

My commission expires: 4/30/16

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/22/2012 04:12:34 PM
\$24.00 DFOSTER
20120822001048770



Stacey Kemp



20120822001048790

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Dedictory Instrument
LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.
RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 COUNTY OF COLLIN §

WHEREAS the LAWLER PARK HOMEOWNERS' ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors ("Board") of the Association desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy*.

1. Association Records shall be reasonably available to every property owner. An owner may also provide access to Records to any other person they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - (1) format: electronic files, compact disk or paper copies
 - (2) delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their

LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.

Records Production and Copying Policy

Page 2 of 4

- b. proxy during normal business hours at the office of the Association; or
 - c. the requested Records if any required advance payment had been made; or
 - d. a written notice that the requested Records are available for delivery once a specific required payment is made; or
 - e. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - f. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice.
4. The following Association Records are not available for inspection by owners or their proxies:
- a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.
- (The information in; a, b, and c will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection).
5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to purchase such copies.
6. If an owner or proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.

Records Production and Copying Policy

Page 3 of 4

- a. black and white 8½"x11" single sided copies ... \$0.10 each
 - b. black and white 8½"x11" double sided copies ... \$0.20 each
 - c. color 8½"x11" single sided copies ... \$0.50 each
 - d. color 8½"x11" double sided copies ... \$1.00 each
 - e. PDF images of documents ... \$0.10 per page
 - f. compact disk ... \$1.00 each
 - g. labor and overhead ... \$18.00 per hour
 - h. mailing supplies ... \$1.00 per mailing
 - i. postage ... at cost
 - j. other supplies ... at cost
 - k. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this policy.
 9. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th day after the records are delivered. Owner agrees to pay any additional amount due within thirty (30) days after the date the records are sent to them. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
 10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
 11. All costs associated with fulfilling the request under this policy will be paid by the Association's Managing Agent. All fees paid to the Association under this policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Collin County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

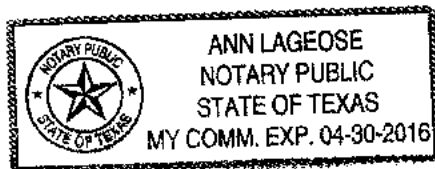
Approved and adopted by the Board on this 10 day of Aug 2012.


DALE CLARK, PRESIDENT
LAWLER PARK HOMEOWNERS'
ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared DALE CLARK, President of LAWLER PARK HOMEOWNERS' ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 10 day of August, 2012.




Notary Public, State of Texas

Ann Lageose
Printed Name

My commission expires: 4/30/16

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/22/2012 04:12:36 PM
\$28.00 DFOSTER
20120822001048790







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Dedictory Instrument
LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.
DOCUMENT RETENTION POLICY

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 COUNTY OF COLLIN §

WHEREAS the LAWLER PARK HOMEOWNERS' ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the community (referred to collectively as "Declarations"); and

WHEREAS chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors ("Board") of the Association desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

1. Association Documents may be maintained in paper format or in an electronic format which can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
 - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
 - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
 - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
 - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
 - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example,

LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.

Document Retention Policy

Page 2 of 3

- g. minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and
 - h. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and
 - i. decisions of the Architectural Control Committee ("ACC") or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).
- 3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
 - 4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Collin County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 10 day of Aug 2012.


DALE CLARK, PRESIDENT
LAWLER PARK HOMEOWNERS'
ASSOCIATION, INC.

LAWLER PARK HOMEOWNERS' ASSOCIATION, INC.

Document Retention Policy

Page 3 of 3

STATE OF TEXAS

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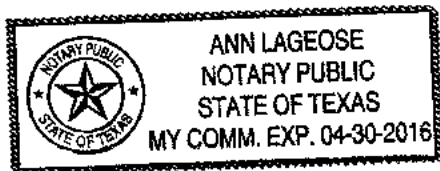
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COUNTY OF COLLIN

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Before me, the undersigned authority, on this day personally appeared DALE CLARK, President of LAWLER PARK HOMEOWNERS' ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 10 day of August, 2012.



Ann Lageose
Notary Public, State of Texas

Ann Lageose
Printed Name

My commission expires: 4/30/16

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