

**Documents For
Harvest
Residential
Community
Association, Inc.**

Articles of Incorporation

AUG 02 2012

CERTIFICATE OF FORMATION
OF
HARVEST RESIDENTIAL COMMUNITY ASSOCIATION, INC. Corporations Section

The undersigned natural person of the age of 18 years or more, acting as an organizer of a nonprofit corporation under the Texas Nonprofit Corporation Law (the "TNCL"), as amended, hereby adopts the following Certificate of Formation of the Association (this "Certificate of Formation") for such Association:

ARTICLE I
NAME

The name of the Association is Harvest Residential Community Association, Inc.

ARTICLE II
DEFINITIONS

The following terms are defined for use in this Certificate of Formation and those capitalized terms used herein but not expressly defined herein have the same meaning as defined in the Declaration (defined below):

"Architectural Guidelines." Any procedural or substantive rules, guidelines, criteria, standards and procedures that may be adopted by Declarant, or the Board, from time to time, regarding the design, standards, development, planning and construction of Improvements and the use or occupancy of the Lots, as the same may be amended from time to time.

"Association." Harvest Residential Community Association, Inc., a Texas nonprofit corporation, and for the purposes of Section 8.1 of this Certificate of Formation, also includes any domestic or foreign successor entity of the Association in a merger, consolidation, or other transaction in which the liabilities of the predecessor are transferred to the Association by operation of law and in any other transaction in which the Association assumes the liabilities of the predecessor but does not specifically exclude liabilities that are the subject matter of Article VIII of this Certificate of Formation.

"Board of Directors." Those individuals serving as Directors as appointed by Article XII of this Certificate of Formation and their successors as duly appointed and qualified from time to time.

"Bylaws." The Bylaws of the Association.

"Declaration." The Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community filed of record in the Real Property Records of Denton County, Texas, and all recorded amendments thereto.

"Director." A member of the Board of Directors, and for the purposes of Article VIII of this Certificate of Formation, any individual who is or was a director of the Association and any individual who, while a director of the Association, is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic association, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

RECEIVED

AUG 02 2012

Secretary of State

"Governmental Authority." Any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental entity (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

"Governing Documents." Those documents governing the Property and listed in Article II of the Declaration, including but not limited to: (a) the Act; (b) the Declaration, as amended by any Supplemental Declaration or amendment; (c) the Bylaws; (d) this Certificate of Formation (e) the Architectural Guidelines; (f) Rules and Regulations and (g) any other policies adopted by the Board and recorded in the Real Property Records of the County.

"Majority Vote of Members." Shall have the meaning assigned to such term in Section 6.2 of this Certificate of Formation.

"Official Capacity." (a) When used with respect to a Director, the office of Director in the Association; and (b) when used with respect to an individual other than a Director, the elective or appointive office in the Association held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Association; but (c) both (a) and (b) above do not include service for any other foreign or domestic association or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

"Person." Any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other legal entity, including any Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Proceeding." Any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit, or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding.

"Property." That certain real property more particularly described in the Declaration.

"Quorum." Shall have the meaning assigned to such term in Article VI of this Certificate of Formation.

"Rules and Regulations." The rules and regulations of the Association, if any, initially adopted by the Board of Directors and as amended from time to time, as more fully described in the Declaration.

"Texas Law." The laws of the State of Texas, as amended from time to time.

ARTICLE III **NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

ARTICLE IV **DURATION**

The duration of the Association shall be perpetual.

ARTICLE V
PURPOSES AND POWERS

Section 5.1 Organization. The Association is organized to act as the association of Owners of the Property, in accordance with the Governing Documents and Texas Law.

Section 5.2 Powers. In furtherance of its purposes, the Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation, the Declaration, the Bylaws or Texas Law, may be exercised by the Board of Directors:

(a) all rights and powers conferred upon nonprofit corporations by Texas Law in effect from time to time; and

(b) all rights and powers conferred upon property owner associations by Texas Law, including the Act, in effect from time to time; and

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

ARTICLE VI
MEMBERSHIP

Section 6.1 Membership. The Association shall be a non-stock membership corporation. The Declaration and the Bylaws shall determine the number and qualifications of Members of the Association, the voting rights and other privileges of membership and the obligations and liabilities of Members. Cumulative voting is not allowed.

Section 6.2 Quorum. Members holding at least 10% of the aggregate votes entitled to be cast by all Members represented at a meeting of the Members in person or by a legitimate proxy in a form approved by the Board of Directors shall constitute a quorum for voting on matters brought before the Members (a "Quorum"). Except as otherwise provided by Texas Law, the Declaration, this Certificate of Formation, the Bylaws or any other the Governing Document, the vote of Members holding, in the aggregate, a majority of the votes entitled to be cast by the Members present or voting by legitimate proxy at a called meeting at which a Quorum is present (the "Majority Vote of the Members") shall be the act of the Members. Notice requirements for all actions proposed to be taken by the Association which require an approval by a vote of the Members shall be given as set forth in the Bylaws, as such may be amended from time to time.

ARTICLE VII
LIABILITY; CONDUCT OF DIRECTORS AND OFFICERS

No Member, Director, officer or representative of the Association shall be personally liable for debts or liabilities of the Association. A Director or officer is not liable to the Association, any Member or any other Person for an action taken or omission made or mistake in judgment by the Director or officer in the Person's capacity as a Director or officer, whether negligent or otherwise, unless the Director or officer's conduct was not exercised: (a) in good faith; (b) with ordinary care; and (c) in a manner that the Director or officer reasonably believed to be in the best interest of the Association. The liability of officers and Directors of the Association shall, to the fullest extent permitted by law, be limited by the Charitable Immunity and Liability Act of 1987, Chapter 84, Texas Civil Practice and Remedies Code, as amended.

ARTICLE VIII
INDEMNIFICATION OF DIRECTORS,
OFFICERS AND OTHER AUTHORIZED REPRESENTATIVES

Section 8.1 General Indemnification. The Association shall indemnify an individual who was, is or is threatened to be made a named defendant or respondent in any Proceeding because the individual is or was a Director, against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses (including court costs and attorneys' fees), actually incurred by the individual in connection with a Proceeding only if it is determined in accordance with Section 8.5 of this Certificate of Formation that the individual: (a) conducted himself or herself in good faith; (b) reasonably believed: (i) in the case of conduct in such individual's Official Capacity as a Director of the Association, that his or her conduct was in the Association's best interests; and (ii) in all other cases, that his or her conduct was at least not opposed to the Association's best interests; and (c) in the case of any criminal Proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

Section 8.2 Personal Interest or Liability. A Director shall not be indemnified by the Association as provided in Section 8.1 of this Certificate of Formation for obligations resulting from a Proceeding: (a) in which the Director is found liable on the basis that personal benefit was improperly received by him or her, whether the benefit resulted from an action taken in the individual's official capacity as a Director of the Association; or (b) in which the individual is found liable to the Association, except to the extent permitted in Section 8.4 of this Certificate of Formation.

Section 8.3 Final Judgment Required. The termination of a Proceeding by judgment, order, settlement, or conviction or on a plea of *nolo contendere* or its equivalent is not of itself determinative that the individual did not meet the requirement set forth in Section 8.1 of this Certificate of Formation. An individual shall be deemed to have been found liable in respect of any claim, issue or matter only after the individual shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom or after such judgment becomes final and non-appealable.

Section 8.4 Limits on Indemnification. If the individual is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the individual, the indemnification described in Section 8.1 of this Certificate of Formation: (a) is limited to reasonable expenses actually incurred by the individual in connection with the Proceeding including court costs and attorneys' fees; and (b) shall not be made in respect of any Proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of his or her duty to the Association.

Section 8.5 Determination of Indemnification. A determination of indemnification under Section 8.1 of this Certificate of Formation must be made: (a) a majority vote of a Quorum of Directors who at the time of the vote are not named defendants or respondents in the Proceeding; (b) if such a Quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all Directors, consisting solely of two or more Directors who at the time of the vote are not named defendants or respondents in the Proceeding; or (c) by special legal counsel selected by the Board of Directors or a committee of the Board of Directors by vote as set forth in this Section 8.5(a) or (b) or, if such a Quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

Section 8.6 Authorization and Determination of Reasonableness of Expenses. Authorization of indemnification and determination as to reasonableness of expenses (including court costs and attorneys' fees) must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification, and determination as to reasonableness of expenses (including

court costs and attorneys' fees) must be made in the manner specified by Section 8.5(c) of this Certificate of Formation for the selection of special legal counsel. A provision contained in the Certificate of Formation, the Bylaws, a resolution of the Board of Directors or an agreement that makes mandatory the indemnification described in Section 8.1 of this Certificate of Formation shall be deemed to constitute authorization of indemnification in the manner required herein, even though such provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

Section 8.7 Success in a Proceeding. The Association shall indemnify a Director against reasonable expenses (including court costs and attorneys' fees) incurred by him or her in connection with a Proceeding in which he or she is a named defendant or respondent because he or she is or was a Director if he or she has been wholly successful on the merits or otherwise, in the defense of the Proceeding.

Section 8.8 Court Determination of Indemnification. If, upon application of a Director, a court of competent jurisdiction determines, after giving any notice the court considers necessary, that the Director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether he or she has met the requirements set forth in Section 8.1 of this Certificate of Formation or has been found liable in the circumstances described in Section 8.2 of this Certificate of Formation, the Association shall indemnify the Director to such further extent as the court shall determine; but if the individual is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the individual, the indemnification shall be limited to reasonable expenses (including court costs and attorneys' fees) actually incurred by the individual in connection with the Proceeding.

Section 8.9 Advancing Director Expenses. Reasonable expenses (including court costs and attorneys' fees) incurred by a Director who was, is, or is threatened to be made a named defendant or respondent in a Proceeding may be paid or reimbursed by the Association in advance of the final disposition of the Proceeding and without the determination specified in Section 8.5 of this Certificate of Formation or the authorization or determination specified in Section 8.6 of this Certificate of Formation, after the Association receives a written affirmation by the Director of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article VIII and a written undertaking by or on behalf of the Director to repay the amount paid or reimbursed if it is ultimately determined that he or she has not met that standard or it is ultimately determined that indemnification of the Director against expenses (including court costs and attorneys' fees) incurred by him or her in connection with that Proceeding is prohibited by Section 8.4 of this Certificate of Formation. A provision contained in the Certificate of Formation, the Bylaws, a resolution of the Board of Directors, or an agreement that makes mandatory the payment or reimbursement permitted under this Section 8.9 shall be deemed to constitute authorization of that payment or reimbursement.

Section 8.10 Repayment of Expenses by Director. The written undertaking required by Section 8.9 of this Certificate of Formation must be an unlimited general obligation of the Director but need not be secured. It may be accepted without reference to financial ability to make repayment.

Section 8.11 Witness Expenses. Notwithstanding any other provision of this Article VIII, the Association may pay or reimburse expenses (including attorneys' fees) incurred by a Director in connection with his or her appearance as a witness or other participation in a Proceeding at a time when he or she is not a named defendant or respondent in the Proceeding.

Section 8.12 Officer Indemnification. An officer of the Association shall be indemnified by the Association as and to the same extent provided for a Director by Section 8.1, Section 8.6, Section 8.7 and Section 8.8 of this Certificate of Formation and is entitled to seek indemnification under those

Sections to the same extent as a Director. The Association may indemnify and advance expenses (including court costs and attorneys' fees) to an officer, employee or agent of the Association to the same extent that it may indemnify and advance expenses (including court costs and attorneys' fees) to Directors under this article.

Section 8.13 Indemnification of Others. The Association may indemnify and advance expenses (including court costs and attorneys' fees) to individuals who are not or were not officers, employees, or agents of the Association but who are or were serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic association, partnership, joint venture, sole proprietorship, trust or other enterprise to the same extent that it may indemnify and advance expenses (including court costs and attorneys' fees) to Directors under this Article VIII.

Section 8.14 Advancing Expenses for Others. The Association may indemnify and advance expenses (including court costs and attorneys' fees) to an officer, employee, agent, or individual identified in Section 8.13 of this Certificate of Formation and who is not a Director to such further extent, consistent with law, as may be provided by the Certificate of Formation, the Bylaws, general or specific action of the Board of Directors or contract or as permitted or required by common law.

Section 8.15 Insurance Authorized. The Association may purchase and maintain insurance or another arrangement on behalf of any individual who is or was a Director, officer, employee or agent of the Association or who is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic association, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a Person, whether or not the Association would have the power to indemnify him or her against that liability under this Article VIII. Without limiting the power of the Association to procure or maintain any kind of insurance or other arrangement, the Association may, for the benefit of individuals indemnified by the Association: (a) create a trust fund; (b) establish any form of self-insurance; (c) secure its indemnity obligations by grant of a security interest or other lien on the assets of the Association; or (d) establish a letter of credit, guaranty or surety agreement. The insurance or other arrangement may be procured, maintained or established within the Association or with any insurer or other individual deemed appropriate by the Board of Directors, regardless of whether all or part of the stock or other securities of the insurer or other Person are owned in whole or part by the Association. In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other Person participating in an arrangement shall be conclusive, and the insurance or arrangement shall not be voidable and shall not subject the Directors approving the insurance or arrangement to liability, on any ground, regardless of whether Directors participating in the approval are beneficiaries of the insurance or arrangement. Notwithstanding the provisions of this Section 8.15 in the event of any conflict between the provisions of this Section 8.15 and the provisions of the Declaration, the provisions of the Declaration shall control.

ARTICLE IX

MANAGEMENT OF THE ASSOCIATION

The management and affairs of the Association shall be vested in the Board of Directors, except for those matters expressly reserved to others in the Declaration, Bylaws or other Governing Documents. The Bylaws shall determine the number and qualification of Directors; the term of office of Directors; the methods of electing, removing, and replacing Directors; and the methods of holding a meeting of the Board of Directors and obtaining consents.

ARTICLE X
WINDING UP AND TERMINATION

Winding up of the Association may be accomplished only by resolution adopted by the Board of Directors which is approved by the Members holding in the aggregate 67% of the votes eligible to be cast by the present or voting by legitimate proxy at a called meeting at which a Quorum is present. Upon a termination of the Association, all assets, both real and personal, of the Association shall be applied and distributed in accordance with the provisions of Section 22.304 of the TNCL, as may be amended.

ARTICLE XI
REGISTERED OFFICE AND AGENT

The street address of the Association's initial registered office is 3090 Olive Street, Suite 300, Dallas, Texas 75219, and the name of its initial registered agent at such address is David A. Newsom.

ARTICLE XII
INITIAL DIRECTORS

The number of Directors constituting the initial Board of Directors is three. Each Member has appointed one Director, and the names and addresses of the persons who are to serve as Directors are:

Elaine Ford	Belmont 407, LLC 3090 Olive Street Suite 300 Dallas, Texas 75219
Angie Mastracola	Belmont 407, LLC 3090 Olive Street Suite 300 Dallas, Texas 75219
Tim Coltart	Belmont 407, LLC 3090 Olive Street Suite 300 Dallas, Texas 75219

ARTICLE XIII
ACTION WITHOUT MEETING OF DIRECTORS

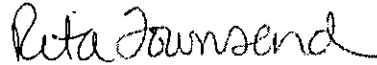
Any action by the Board of Directors may be taken without a meeting if a written consent, stating the action to be taken, is signed by the number of Directors necessary to take that action at a meeting at which all of the Directors are present and voting. Such consent must state the date of each Director's signature and shall be kept with the association records as required by the Governing Documents. Prompt notice of the taking of an action by Directors without a meeting by less than unanimous written consent shall be given to each Director who did not consent in writing to the action.

ARTICLE XIV
ORGANIZER

The name and address of the organizer is:

Rita Aybar Townsend
3090 Olive Street
Suite 300
Dallas, Texas 75219

IN WITNESS WHEREOF, I have hereunto set my hand this the 2nd day of August, 2012.



Rita Aybar Townsend, Organizer

Bylaws

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



70 2014 00073020

Instrument Number: 2014-73020

As

Recorded On: July 24, 2014

Misc General Fee Doc

Parties: HARVEST PHASE I LLC

To

Billable Pages: 2

Number of Pages: 2

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Misc General Fee Doc	30.00
Total Recording:	30.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-73020

Receipt Number: 1188929

Recorded Date/Time: July 24, 2014 04:09:49P

User / Station: C Robinson - Cash Station 1

Record and Return To:

FIRSTSERVICE RESIDENTIAL
3102 OAK LAWN AVE STE 202
DALLAS TX 75219



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

Dedicatory Instrument

HARVEST RESIDENTIAL COMMUNITY ASSOCIATION, INC.

The undersigned person, being the Declarant for Harvest Residential Community Association, Inc., a Texas non-profit corporation (the "Corporation"), acting pursuant to the provisions of Article 9.10 of the Texas Non-Profit Corporation Act (the "Act"), do hereby consent to, approve of and adopt the following resolution:

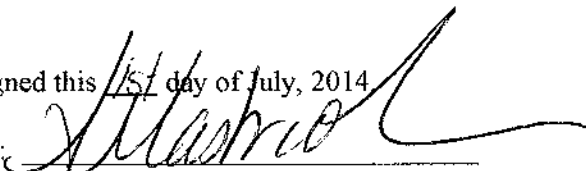
WHEREAS, The Declaration of Covenants, Conditions and Restrictions defines the Declarant as Harvest Phase I, LLC, a Texas limited liability company, located at 3900 Olive Street, Suite 300, Dallas, Texas 75219.

WHEREAS, Section 12.2 of the Declaration states, "The Architectural Control Committee may be established by Declarant, and may initially consist of up to five members appointed by Declarant."

RESOLVED, that the below listed members are hereby appointed to the Architectural Control Committee:

RESOLVED, that Officers shall be as follows:

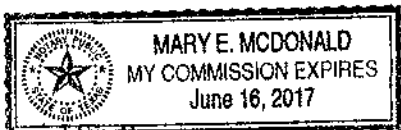
Tom Woliver, Chairperson
Angie Mastrocola
Gena Terrell

Signed this 15th day of July, 2014
By: 
Angie Mastrocola
Harvest Phase I, LLC

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Angie Mastrocola, President, of Harvest Residential Community 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/she 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 1st day of July, 2014.



[Notarial Seal]


Notary Public, State of Texas

Mary McDonald
My commission expires: _____

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



70 2014 00073021

Instrument Number: 2014-73021

As

Recorded On: July 24, 2014

Misc General Fee Doc

Parties: HARVEST PHASE I LLC

To

Billable Pages: 3

Number of Pages: 3

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Misc General Fee Doc	34.00
Total Recording:	34.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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Document Number: 2014-73021

Receipt Number: 1188929

Recorded Date/Time: July 24, 2014 04:09:49P

User / Station: C Robinson - Cash Station 1

Record and Return To:

FIRSTSERVICE RESIDENTIAL
3102 OAK LAWN AVE STE 202
DALLAS TX 75219



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

HARVEST RESIDENTIAL COMMUNITY ASSOCIATION, INC.

The undersigned person, being the Declarant for Harvest Residential Community Association, Inc., a Texas non-profit corporation (the "Corporation"), acting pursuant to the provisions of Article 9.10 of the Texas Non-Profit Corporation Act (the "Act"), do hereby consent to, approve of and adopt the following resolution:

WHEREAS, The Declaration of Covenants, Conditions and Restrictions defines the Declarant as Harvest Phase I, LLC, a Texas limited liability company, located at 3900 Olive Street, Suite 300, Dallas, Texas 75219.

WHEREAS, Section 4.5 of the Declaration states, "Notwithstanding anything to the contrary in this Declaration or any of the other Governing Documents, and except as otherwise set forth in Section 5.1(d)(i) hereof, Declarant, in its sole and absolute discretion, reserves the right, at any time and from time to time, to appoint or remove any officer, director or member of the Board during the Declarant Control Period."

WHEREAS, Tim Coltart and Elaine Ford have both resigned members of the Board of Directors effective immediately.

WHEREAS, Section 8.1 of the Bylaws outlines Officer positions to be elected by the Board of Directors, which are President, Vice President, Secretary and Treasurer.

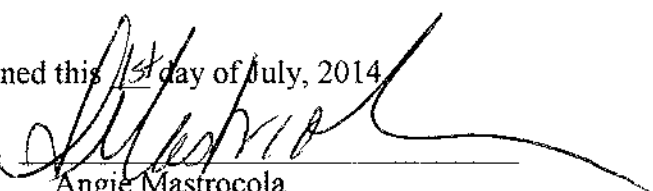
RESOLVED, that Tom Woliver and Gena Terrell are hereby appointed as members of the Board of Directors.

RESOLVED, that Officers shall be as follows:

President, Angie Mastrocola
Vice President, Tom Woliver
Secretary/Treasurer, Gena Terrell

Signed this 1st day of July, 2014.

By:


Angie Mastrocola
Harvest Phase I, LLC

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Angie Mastrocola, President, of Harvest Residential Community 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/she 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 14 day of July, 2014.

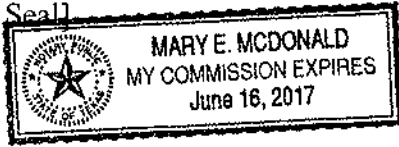
Mary McDonald

Notary Public, State of Texas

Mary McDonald

My commission expires: _____

[Notarial Seal]



AFTER RECORDING RETURN TO:

FirstService Residential

3102 Oak Lawn Avenue, Suite 202

Dallas, Texas 75219

BYLAWS
OF
HARVEST RESIDENTIAL COMMUNITY ASSOCIATION, INC.

**BYLAWS
OF
HARVEST RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

**ARTICLE I
Name and Address**

Section 1.1 Name. The name of the Association shall be Harvest Residential Community Association, Inc.

Section 1.2 Address. The office of the Association shall be at the place to be designated by the Board of Directors, subject to change upon notice to the Members.

Section 1.3 Registered Agent. The Association shall have and continuously maintain in the State of Texas a registered agent whose office is identical with such registered office, as required by the TNCL. The registered office may be, but need not be, identical to the principal office in the State of Texas, and the registered office may be changed from time to time by the Board of Directors.

Section 1.4 Declarant Control Period. Many provisions set forth in these Bylaws do not apply to Declarant, as Class B Member during the Declarant Control Period. Those certain rights and reservations of Declarant during the Declarant Control Period not otherwise stated herein are set forth in the Declaration.

**ARTICLE II
Applicability**

These Bylaws shall be applicable to the Association. In accordance with the terms of the Declaration, all Members and any other persons permitted to use the Common Areas and any other portion of the Property as set forth in the Declaration shall be subject to these Bylaws, the Regulations, and any other policies, rules and regulations adopted from time to time by the Board of Directors. Ownership of a Lot shall be conclusively deemed to mean that the Owner has accepted, ratified and will comply with the Governing Documents.

**ARTICLE III
Purpose**

The purpose of the Association is to protect and enhance the value of the Property, including, without limitation, providing for the management, maintenance, repair and replacement of the Common Areas and Improvements thereon. The Association does not contemplate pecuniary gain or profit to its Members as a result of membership in the Association.

**ARTICLE IV
Definitions and Interpretation**

Section 4.1 Definitions. The following terms shall have the meanings set forth below: Any capitalized term not expressly defined herein shall have the same meaning as defined in the Declaration.

"Act." Chapter 209 of the Texas Property Code, as amended from time to time.

"Assessments." Regular Assessments, Special Assessments and Individual Assessments owing to the Association by an Owner or levied against any Lot by the Association as more particularly described in the Declaration.

"Association." Harvest Residential Community Association, Inc., a Texas nonprofit corporation.

"Board of Directors." Those individuals serving as Directors pursuant to Article VII of these Bylaws and their successors as duly appointed or elected, as applicable, and qualified from time to time.

"Certificate of Formation." The Certificate of Formation for the Association filed with the Secretary of State of Texas, as may be amended from time to time.

"Code." The Internal Revenue Code of 1986, as amended.

"Declaration." The Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community filed of record as Document No. 2013-64277 in the Real Property Records of the County, and all recorded amendments and supplements thereto.

"Director." A member of the Board of Directors.

"GAAP." Generally accepted accounting principles, as promulgated by the Financial Accounting Standards Board.

"Minute Book." The minute book of the Association, which shall contain the information required to be retained by the Association pursuant to the Records Policy and any other Governing Document, as may be applicable.

"President." The officer of the Association having the duties described in Section 8.4 of these Bylaws.

"Proceeding." Any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit, or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding.

"Secretary." The officer of the Association having the duties described in Section 8.6 of these Bylaws.

"TNCL." The Texas Nonprofit Corporation Law, as amended from time to time.

"Treasurer." The officer of the Association having the duties described in Section 8.7 of these Bylaws.

"Vice President." The officer of the Association having the duties described in Section 8.5 of these Bylaws.

Section 4.2 Interpretation. In the event of a conflict of interpretation between the provisions set forth in these Bylaws and the Declaration, the Declaration shall govern. If the Act, Code or TNCL are hereafter amended or changed, both the Declaration and these Bylaws shall be interpreted in a manner which conforms to the provisions of the Act, Code or the TNCL with respect to nonprofit entities and associations, it being the intention to preserve the status of the Association as a *bona fide* nonprofit entity.

ARTICLE V

Member

Section 5.1 Membership. Each Owner shall be a Member of the Association. The classes of the Members and the voting rights and procedures are set forth in the Declaration.

Section 5.2 Quorum; Act of Members. Quorum requirements with respect to any matter on which Members are entitled to vote, and affirmative votes required for Member acts, shall be at least ten percent of the aggregate votes entitled to be cast by all Members represented at a meeting of the Members in person or by a legitimate proxy in a form approved by the Board of Directors shall (a "Quorum").

Section 5.3 Membership List. The Secretary shall be responsible for maintaining, at the principal office of the Association, an updated list of Members and their last known addresses as provided by each Member in such form and containing such other information as required by the Act and TNCL. The list shall be open to inspection by all Members and other persons lawfully entitled to inspect the list during regular business hours up to the date of the annual or special meeting. The Secretary, or its agent who has been delegated such duties pursuant to Section 8.6 of these Bylaws, shall also keep current and retain custody of the Minute Book.

Section 5.4 Proxies. Votes may be cast by written proxy or by ballot. Written proxies may be submitted by United States mail, delivered to the office of the Association, delivered directly to the Secretary or delivered in such other manner as directed by the Association including but not limited to email delivery to the email address specified by the Association for submission of proxies. A proxy vote shall be defined as a written vote submitted by a Member which either states the specific vote of the Member with respect to the issues, resolutions or election being voted on by the Members at the annual or special meeting or which is written permission for the Board of Directors or a specific Director to exercise the Member's vote as the Board of Directors or the specific Director sees fit. A proxy shall be valid for the meeting specified in the proxy or any valid continuation of such meeting. Each proxy shall be revocable unless otherwise expressly provided therein to be irrevocable. No proxy will be valid after 11 months from the date of its execution unless otherwise provided therein. A Member may not revoke a proxy except by giving actual written notice of revocation to the person presiding over the meeting.

ARTICLE VI

Meetings of the Members of the Association

Section 6.1 Place of Annual and Special Meetings. All annual and special meetings of the Members of the Association shall be held at the principal office of the Association or at another suitable and convenient place permitted by law and fixed by the Board of Directors from time to time and designated in the notices for such meetings.

Section 6.2 Date of Annual Meetings. The first annual meeting of the Members of the Association shall be held within one year of its formation. Thereafter, annual meetings of the Members of the Association shall be held in a month and on a date as shall be fixed by the Board of Directors by written notice to the Members. The Members may transact any business that may properly come before the meeting.

Section 6.3 Notice of Annual Meetings. The Secretary shall mail notices of annual meetings to each Member directed to the most recent post office address provided to the Association by such Member, as shown on the records of the Association, by regular mail, postage prepaid. This notice

shall be mailed not less than ten or more than 60 days before the date of the meeting and shall state the date, time and place of the meeting, the purpose or purposes thereof and the items on the agenda, including the specific nature of any proposed amendment or change to the Governing Documents, if applicable.

Section 6.4 Special Meeting. A special meeting of the Members of the Association may be called by the President, a majority of the Directors, or upon presentation to the Secretary of a petition stating the specific purpose of the special meeting, which petition has been signed by Members having not less than 20% of the aggregate votes entitled to be cast at such meeting (considering the Class A Members and Class B Member as one voting class).

Section 6.5 Notice of Special Meetings. The Secretary shall mail notice of any special meeting of the Members of the Association to each Member in the manner provided in Section 6.3 of these Bylaws. The notice shall state the same items required by Section 6.3 of these Bylaws for notices of annual meetings. No business shall be transacted at any special meeting except as stated in the notice thereof.

Section 6.6 Action without Meeting by Written Ballot. Any action which may be taken by the vote of the Members at a regular or special meeting, other than the election of Directors, may be taken without a meeting if done in compliance with relevant provisions of the Act and TNCL. If an action is taken without a meeting, the Secretary shall distribute a written ballot to every Member entitled to vote on the matter. The ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Association. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the Quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the proposal at a regular or special meeting authorizing the action. Votes cast electronically (email, facsimile or website posting) pursuant to this Section 6.6 shall constitute written and signed ballots.

Section 6.7 Administration of Affairs. Subject to the provisions of the Governing Documents, the Board of Directors shall govern the Association.

ARTICLE VII

The Board of Directors

Section 7.1 Authority; Number of Directors. The affairs of the Association shall be governed by the Board of Directors. The initial Directors shall be three in number and shall be those Directors named in the Certificate of Formation. Subject to any applicable restrictions set forth in the Act, during the Declarant Control Period, only Directors appointed by Declarant, as Class B Member, are eligible to serve on the Board of Directors until such time that the Declarant Control Period terminates or expires pursuant to the Declaration. Directors appointed by Declarant during the Declarant Control Period may serve for a term of any length of time as determined by Declarant in its absolute and sole discretion. Notwithstanding the foregoing and prior to the expiration of the Declarant Control Period as set forth in Article V of the Declaration, one-third of the Board members must be elected by Class A Members (the "Transition Director").

Upon expiration or termination of the Declarant Control Period the Board of Directors shall be comprised of up to five directors. Pursuant to those provisions set forth in Article V of the Declaration, the Class A Members shall elect persons for the open director positions to serve as the Board of Directors. The initial Board of Directors containing up to five Directors will serve staggered terms as follows: the

two Directors receiving the most votes will serve for a term of two years and until a successor is elected and the remaining one to three Directors will serve for a term of one year and until a successor is elected. Thereafter, all Directors shall serve two year terms and until a successor is elected.

Section 7.2 Advisory Committee. Declarant may, in its sole discretion and without obligation, appoint a number of Class A Members to an advisory committee (the "Declarant Advisory Committee") during the Declarant Control Period. The rights, powers, duties and obligations of the Declarant Advisory Committee members are set forth in Article V of the Declaration.

Section 7.3 Term of Directors and Compensation. Except as otherwise set forth in Section 7.1 of these Bylaws and the Declaration, each Director will serve a term of two years and once such term has expired, the Members shall elect a successor Director. The Directors shall serve without compensation for such service.

Section 7.4 Appointments to and Vacancies on the Board of Directors. If the office of any Director shall become vacant by reason of death, resignation, or disability, then the Board shall appoint a successor within 60 days of the vacancy. The successor Director shall fill the unexpired term of the directorship being vacated. At the expiration of the term of his or her position on the Board of Directors, the successor Director shall be re-elected or his or her successor shall be elected, as applicable, in accordance with these Bylaws. Notwithstanding the foregoing, Declarant shall have the sole exclusive authority to appoint Directors and fill vacancies on the Board of Directors prior to expiration or termination of the Declarant Control Period subject to transition of the Board set forth in Article V of the Declaration and with regard to the Transition Director described in Section 7.1 of these Bylaws.

Section 7.5 Removal of Directors by Members. Directors may be immediately ineligible to serve on the Board and considered automatically removed if the Board is presented with written documented evidence obtained through a database or record maintained by a governmental law enforcement authority that shows a Board member has been convicted of a felony or crime involving moral turpitude. Upon removal of a Director pursuant to this Section 7.5, a successor Director shall be duly appointed or elected, as applicable and in accordance with these Bylaws.

Section 7.6 Organizational Meeting of the Board of Directors. No later than 20 days following each of (a) the filing of the Certificate of Formation; and (b) each annual meeting of the Members of the Association, the Board of Directors shall hold a regular meeting for the purposes of organization, election of officers and transaction of other business.

Section 7.7 Open Meetings. Upon expiration or termination of the Declarant Control Period, regular and special meetings of the Board shall be open to Class A Members, and Class A Members shall be notified of such meetings prior to the occurrence thereof in accordance with the Act. Notwithstanding the foregoing, the Board shall have the right to adjourn any meeting and reconvene in a closed executive session to consider certain actions and matters that are confidential or sensitive in nature in accordance with the Act. Any decisions made in such executive sessions must be summarized orally and generally documented in the minutes without breaching the privacy of any individual Owners or disclosing confidential information, but including a general explanation of any expenditures approved during the executive session. The Board may also meet without providing notice to Members in certain instances where the Board is to consider routine and administrative matters or an unforeseen emergency or urgent necessity arises that requires the Board's immediate action. Any actions taken at a meeting where notice was not provided to Members must be summarized orally and documented in the minutes of the next regular or special meeting of the Board. All Board meetings contemplated by this Section 7.7 shall be called, noticed, conducted and documented in compliance with the Act.

Section 7.8 Regular Board of Directors Meetings. Regular meetings of the Board of Directors may be held at any time and place permitted by law as from time to time as may be determined by the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each Director personally; by telephone, electronic mail, or facsimile; or by United States mail, with postage prepaid, directed to him at his last known post office address, as the applicable notice information appears on the records of the Association, at least five but not more than 40 days before the date of such regular meeting. Notice of regular meetings of the Board of Directors shall be given to each Member, if required pursuant to Section 7.7 of these Bylaws or the Act.

Section 7.9 Special Meetings of the Board of Directors. Special meetings of the Board of Directors may be called by the President on his own accord or by the President or the Secretary upon the written request of any two Directors on three days prior notice to each Director personally, electronic mail, facsimile or by United States mail, with postage prepaid, directed to him at his last known post office address, facsimile number or electronic mail address, as the same appears on the records of the Association. Notice of special meetings of the Board of Directors shall be given to each Member, if required pursuant to Section 7.7 of these Bylaws or the Act.

Section 7.10 Waiver of Notice by Directors. With respect to any meeting of the Board of Directors, whether regular or special, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to giving the required notice. All written waivers shall be filed in the Minute Book of the Association or made a part of the minutes of the meeting. Participation by a Director at any meeting of the Board of Directors shall likewise constitute a waiver by him of the required notice, unless the participation is for the express purpose of objecting to the transaction of business at the meeting on the grounds that the meeting has not been lawfully called or convened. If all Directors are present at any meeting of the Board of Directors, no notice of the meeting to Directors shall be required and any business may be transacted at the meeting except as prohibited by law or these Bylaws.

Section 7.11 Place of Meetings. All meetings of the Board of Directors shall be held at the principal office of the Association or at any other place or places designated at any time by a majority of the Directors. Any meeting of the Board of Directors may be held by any means of communication, including electronic, telephonic, videoconference or the internet if each person entitled to participate in the meeting consents to the meeting being held by such means and each Director may hear and be heard by or the Directors can communicate concurrently with every other Director, subject to those certain open meeting requirements set forth in Section 7.7 of these Bylaws. Subject to the open meeting requirements of the Board of Directors and the other applicable notice requirements set forth in the Act, meetings contemplated by this Section 7.11 may involve consideration of any action, including any action involving a vote on a fine, damage assessment, appeal from a denial of approval by the Architectural Control Committee, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue.

Section 7.12 Directors Quorum. At all duly convened meetings of the Board of Directors, a majority of the number of Directors set by these Bylaws in Section 7.1 must be present to constitute a quorum for the transaction of business, except as otherwise expressly provided in these Bylaws. The vote of a majority of the Directors present at the meeting at which a Quorum is present shall be the act of the Board of Directors.

Section 7.13 Consent in Writing. Subject to those restrictions set forth in the Act and contemplated by Section 7.7 of these Bylaws, any action by the Board of Directors may be taken without a meeting if a written consent, stating the action to be taken, is signed by the number of Directors necessary to take that action at a meeting at which all of the Directors are present and voting. Such

consent must state the date of each Director's signature and shall be kept with the association records as required by the Governing Documents. Prompt notice of the taking of an action by Directors without a meeting by less than unanimous written consent shall be given to each Director who did not consent in writing to the action. Actions authorized by consent shall be orally summarized in the next open regular or special meeting of the Board.

Section 7.14 Association Records. The Board of Directors shall cause a complete record of all of its acts and the financial and corporate affairs of the Association to be kept in accordance with these Bylaws, the Records Policy, the TNCL and any other Governing Document as may be applicable (the "Association Records"). Pursuant to the Act, the Association Records shall be open to and reasonably available for examination by the Members, or their agents, or shall be copied and provided to Members upon written request submitted in accordance with the Act. Additional information and procedure regarding retention, inspection and production of Association Records is set forth in the Records Policy.

Section 7.15 Powers and Duties. Subject to the Governing Documents, the Board of Directors shall have and exercise all powers and duties necessary for the proper administration of the affairs of the Association. In the performance of its duties as the governing body of the Association, subject to limitations set forth in the Declaration, the Board of Directors shall have all powers and duties set forth in the Act, TNCL, the Declaration and Governing Documents including, but not limited to, those powers and duties enumerated below. Each Director individually, and the Board of Directors, collectively shall perform the duties and powers of the Board of Directors in good faith as a fiduciary of the Association, in a manner which the Director believes to be in the best interest of the Association and with the care of a person of ordinary prudence under similar circumstances, including, but not limited to, reasonable inquiry, skill and diligence. The Board of Directors shall be prohibited from engaging in any act of "self-dealing" as such term is defined in Section 4941(d) of the Code.

(a) Duties:

(i) provide for the operation, maintenance, management, insurance, cleaning, sanitation, renewal, replacement, care and upkeep of the Common Areas and all property, real or personal, of the Association unless the duties and obligations of such other real or personal property owned by the Association have been expressly assumed by a third party in a written agreement between the Association and such third party;

(ii) determine Assessments and any other charges comprising the operating expenses and working capital of the Association, establish the amount of Assessments, as the same may increase or decrease, and assess the same against the Members in accordance with the provisions of the Declaration and these Bylaws;

(iii) levy and collect Assessments whenever the Board of Directors is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs or additional capital expenses or because of emergencies subject to the limitations specified in the Declaration;

(iv) use and expend any sums collected from Assessments for the operation, maintenance, renewal, care and upkeep of the Common Areas and all property, real or personal, of the Association subject to the limitations specified in the Declaration and notwithstanding any operation, maintenance, renewal, care and upkeep of real or personal property owned by the Association expressly assumed by a third party in a written agreement between the Association and such third party;

(v) pay all taxes and assessments levied or assessed against any property that may be owned by the Association, exclusive of any taxes or assessments levied against any Member or otherwise properly chargeable to the Member;

(vi) collect delinquent Assessments against any Lot or Owner thereof, in accordance with the Act and to abate any nuisance and enforce the terms of the Declaration and the observance of the Regulations by injunction or other legal action or means which the Board of Directors may deem necessary or appropriate subject to any notice and hearing requirements set forth in the Act;

(vii) establish operating, escrow and other accounts in the name of the Association as the Board of Directors may deem appropriate from time to time and as may be consistent with GAAP;

(viii) adopt a budget for each fiscal year which shall contain estimates of the costs and expenses of the Association and the proposed Assessments which initial budget and certain increases shall be approved by Owners if required in the Declaration;

(ix) cause a complete review of the books and accounts of the Association to be made at the end of each fiscal year and at any other time or times deemed necessary;

(x) maintain accounting records in accordance with GAAP; and

(xi) make rules and adopt policies to enforce compliance with the Governing Documents relative to the operation, use and occupancy of the Property, including, but not limited to, penalties and fines to be levied for violations of the Governing Documents which the Board of Directors shall adopt in accordance with the Governing Documents, and to amend the same from time to time which shall be binding on the Owners, their successors in title and assigns. A copy of the Governing Documents and copies of any amendments shall be made available to each Owner of a Lot promptly upon the adoption and recordation, as may be applicable, thereof.

(b) Powers:

(i) employ and dismiss personnel of the Association, and purchase or arrange for those services, machinery, equipment, tools, materials and supplies as, in the opinion of the Board of Directors, may from time to time be necessary for the proper operation and maintenance of the Common Areas and all real or personal property of the Association unless such powers for other real or personal property owned by the Association have been expressly assigned to a third party in a written agreement between the Association and such third party;

(ii) subject to Section 7.19 of these Bylaws, enter into contracts for professional management of the Property and the Association, at such prices and upon such terms as may be determined by the Board of Directors, to perform those duties and services which the Board of Directors may lawfully delegate;

(iii) employ or retain and receive advice from professional counsel and consultants, including, but not limited to, landscape architects, architects, engineers, planners, biologists, agriculturalists, lawyers and accountants, which the Board of Directors may deem necessary for any proper purposes of the Association and property owned by the Association, and fix the compensation for professional advice or services, including, but not limited to, those hereinbefore

or hereinafter referred to in these Bylaws. The Board of Directors shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following: (A) one or more officers or employees of the Association whom the Board of Directors reasonably believes to be reliable and competent in the matter presented; (B) counsel, public accountants or other persons as to the matters which the Board of Directors reasonably believes to be within the professional or expert competence of such person; and (C) a committee of the Board of Directors duly designated in accordance with law, as to matters within its designated authority, which committee the Board of Directors reasonably believes to merit confidence. The Board of Directors shall not be considered to be acting in good faith if it has knowledge concerning the matter in question that would cause this reliance to be unwarranted;

(iv) name as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with which the Association may enter into any insurance trust agreement or any successor to this trustee (each of which shall be referred to herein as the "Insurance Trustee"), to be given exclusive authority to negotiate losses under any policy providing property or liability insurance coverage. The Association or any Insurance Trustee or substitute Insurance Trustee designated by the Association shall have the exclusive power to act as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses, execution of releases of liability and the execution of all documents and the performance of all other acts necessary to accomplish these purposes;

(v) establish depositories for the funds of the Association with the bank or banks as shall be designated from time to time by the Board of Directors and in which monies of the Association shall be deposited. Withdrawal of monies shall be only by check signed by those Persons who are authorized by the Board of Directors to sign checks on behalf of the Association;

(vi) invest monies of the Association in any investments which the Board of Directors deems to be reasonably prudent;

(vii) borrow and repay monies and give notes, mortgages or other security upon the terms which are deemed reasonable by the Board of Directors;

(viii) acquire by purchase, gift, annexation or lease, real or personal property, if, at any time in the future, the Board of Directors deems it to be proper and not inconsistent with the terms hereof to do so;

(ix) grant and reserve easements, leases, licenses or concessions where necessary or desirable for utilities, routes of ingress and egress, or for any other purpose the Board determines in the best interest of the Association, over the Common Areas and any other property of the Association and to amend the Governing Documents to be consistent therewith, if necessary;

(x) establish a form of estoppel certificate acceptable to the Association for delivery to prospective purchasers and lenders and an appropriate charge for furnishing such certificate; and

(xi) do all things incidental and necessary to the accomplishment of the foregoing and take any other action necessary to enforce compliance with the provisions set forth in the Governing Documents.

The duties and powers imposed on the Board of Directors by this Section 7.15 shall not be amended so as to reduce, eliminate or expand any duties or powers of the Board of Directors without the affirmative vote of 67% of the votes of the Members voting at the meeting called to consider such amendment.

Section 7.16 Liability; Conduct of Directors and Officers. No Member, Director, officer or representative of the Association shall be personally liable for debts or liabilities of the Association. A Director or officer is not liable to the Association, any Member or any other person for an action taken or omission made or mistake in judgment by the Director or officer in the Person's capacity as a Director or officer, whether negligent or otherwise, unless the Director or officer's conduct was not exercised: (a) in good faith, (b) with ordinary care, and (c) in a manner that the Director or officer reasonably believed to be in the best interest of the Association. The liability of officers and Directors of the Association shall, to the fullest extent permitted by law, be limited by the Charitable Immunity and Liability Act of 1987, Chapter 84, Texas Civil Practice and Remedies Code, as amended.

Section 7.17 Annual Budget and Assessments. Copies of the a budget for the upcoming fiscal year of the Association shall be prepared and made available for inspection to all Members as set forth in the Declaration. If an annual budget is subsequently amended before the Assessments are made, a copy of the amended budget shall also be made available for inspection. Subject to the provisions of the Declaration, nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time and in its sole discretion, to levy a Special Assessment, as set forth in Section 6.1 of the Declaration, in the event that the budget as originally adopted shall appear to be insufficient to pay the cost of the operation or management of the Property, or as may be necessary or appropriate in the judgment of the Association or as otherwise contemplated in Section 6.1 of the Declaration.

Section 7.18 Management Certificate. The (a) Board of Directors or (b) if the Board of Directors determines that it is in the best interest of the Association to hire a Manager for the Property in accordance with Section 7.15 of these Bylaws, the Manager, shall record in the County a certificate, stating the information as set forth in the Act within the requisite time period as required by the Act. An amended certificate shall be recorded within 30 days after the Association receives notice of a change in any of the information set forth in the management certificate.

Section 7.19 Manager. To facilitate management of the Property and the administration of the Association, the Board of Directors may delegate to a Manager responsibility for matters of a routine nature, renewable by agreement of the parties thereto for successive one year periods or as otherwise determined and set forth in a written agreement of the parties, and shall be subject to termination by either party as set forth in the agreement entered into by the parties.

ARTICLE VIII

Officers

Section 8.1 Officers. The officers of the Association shall be President, one or more Vice Presidents, Secretary and Treasurer. Two or more offices may be held by the same person, except that the same person shall not be President and Secretary.

Section 8.2 Election of Officer Positions. Except as otherwise set forth herein, the officers of the Association shall be elected annually by the Board of Directors at an organizational meeting held pursuant to Section 7.6 of these Bylaws and shall hold office for a term of one year; provided that each officer may be removed, either with or without cause, whenever in the best interest of the Association, and his successor is elected by the affirmative vote of a majority of the Directors at any annual or special

meeting of the Board of Directors called for that purpose. Officers may serve an unlimited number of consecutive one year terms. The Board of Directors may, from time to time, appoint other officers who, in its judgment, are necessary. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the Association. Any resignation shall take effect as of the date of the receipt of this notice or any later time specified therein; unless specified therein, the acceptance of a written resignation shall not be necessary to make it effective.

Section 8.3 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by election by the affirmative vote of a majority of the Directors at any annual or special meeting of the Board of Directors called for that purpose.

Section 8.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members of the Association and the Board of Directors. The President shall have the general powers and duties usually vested in the office of the president of a community association. The President shall be an ex-officio member of all standing committees, if any. The President shall execute deeds, contracts and other instruments, in the name and on behalf of the Association and under its corporate seal when a seal is required, except when these documents are required or permitted by law to be otherwise executed, and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 8.5 Vice President. In the absence of the President or in the event of the President's inability or refusal to act, a Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all of the restrictions upon the President. Any Vice President shall have only such powers and perform only such duties as the Board of Directors may from time to time prescribe or as the officers may from time to time delegate.

Section 8.6 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members of the Association and record all votes and the minutes of all meetings and proceedings, including resolutions, in the Minute Book. The Secretary shall perform the same duties for any committees when required. The Secretary shall have charge of the Minute Book, the records of the Association and any papers which the Board of Directors shall direct the Secretary to keep; shall perform all duties incident to the office of Secretary, including, but not limited to, the sending of notice of meetings to the Members, the Directors and members of any committees, and shall perform any other duties which may be prescribed by these Bylaws or by the Board of Directors or the President. The Secretary shall also have custody of the corporate seal and shall affix the same to any instrument requiring it when authorized by the Board of Directors and shall attest or certify the same when appropriate. The Secretary shall keep, or cause to be kept, at the principal office of the Association, a membership register showing the following: (a) the names and addresses of all Directors; (b) the names and addresses of all Members as provided by the Members; (c) the Lot that is owned by each Member and (d) the vote of each Member. The Secretary shall prepare, execute and cause the recordation of amendments to the Declaration on behalf of the Association except when the preparation, execution and recordation thereof shall be delegated by the Board of Directors to another officer or agent of the Association. Nothing shall prohibit the functions of the Secretary to be delegated to an agent of the Association provided this delegation is approved by resolution of the Board of Directors. The delegation of the duties of the Secretary shall not relieve the Secretary from any responsibility related to overseeing and reviewing any duties performed by the agent.

Section 8.7 Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies, checks and other valuable effects in the name of and to the credit of the Association in those depositories which may be designated from time to time by

the Board of Directors. The Treasurer shall disburse the funds of the Association, as the Treasurer may be ordered to do from time to time by the Board of Directors or by the President, and shall render to the President and the Directors at the regular meetings of the Board of Directors, or whenever they or either of them shall require, an account of his transactions as Treasurer and of the financial condition of the Association. Nothing shall prohibit the functions of the Treasurer to be delegated to an agent of the Association provided this delegation is approved by resolution of the Board of Directors. The delegation of the duties of the Treasurer shall not relieve the Treasurer from any responsibility related to overseeing and reviewing any duties performed by the agent.

Section 8.8 Compensation. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

ARTICLE IX Association Books and Records

The Association shall keep or cause to be kept books and records of the Association in accordance with these Bylaws, the Records Policy, the TNCL and the Act. Books and records that may be open to and available for examination by an Owner or an Owner representative designated in writing and signed by an Owner including an attorney or public accountant include those Association Records set forth in the Records Policy and the Act. All financial books and records of the Association shall be kept in accordance with GAAP, consistently applied, and shall be audited at least once every three years by an independent certified public accountant.

ARTICLE X Winding Up and Termination

Upon winding up of the Association, the real and personal property of the Association shall be distributed pursuant to the provisions of the Certificate of Formation or, if no such provisions is made, distributed to one or more organizations which are exempt from taxation under Section 501(c)(3) of the Code.

ARTICLE XI Miscellaneous

Section 11.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board of Directors shall determine otherwise.

Section 11.2 Amendments to Bylaws. These Bylaws may be amended from time to time by the affirmative vote of a majority of the Directors present at a meeting of Directors at which a Quorum is present; provided, however, these Bylaws shall not be amended in any manner that is in conflict with the Declaration. Members must be given notice of any meeting of the Directors for the purpose of amending the Bylaws in accordance with the Act. Any such notice shall include the specific amendment or other change proposed to be made to these Bylaws. An amendment shall be effective upon the recording in the Real Property Records of the County a document setting forth the amendment in full and certifying that the contents of the document have been approved as set forth in this Section 11.2. Notwithstanding the foregoing, and subject to any open meeting requirements applicable to the Board of Directors as set forth in the Act, Declarant and the Board of Directors may amend these Bylaws for any purpose without the vote or approval of any Member during the Declarant Control Period.

Section 11.3 Construction. Number and gender as used in these Bylaws shall extend to and include both singular and plural and all genders as the context and construction require.

Executed on this 20th day of May, 2013, as adopted by the Board of Directors on August 20, 2012.

HARVEST RESIDENTIAL COMMUNITY ASSOCIATION, INC.,
a Texas nonprofit corporation

By [Signature]
Name: Kim Comiskey
Title: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20th day of May, 2013, by Kim Comiskey, Secretary of Harvest Residential Community Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

[Signature: Paige K. Myrlin]
Notary Public - State of Texas

AFTER RECORDING RETURN TO:

Hillwood
3090 Olive Street, Suite 300
Dallas, Texas 75219
Attn: Michele Ringnald



Declaration of CC&R's

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



70 2014 00073019

Instrument Number: 2014-73019

As

Recorded On: July 24, 2014

Misc General Fee Doc

Parties: HARVEST RESIDENTIAL COMMUNITY ASSOC

To

Billable Pages: 31

Number of Pages: 31

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Misc General Fee Doc	146.00
Total Recording:	146.00

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Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-73019
Receipt Number: 1188929
Recorded Date/Time: July 24, 2014 04:09:49P

Record and Return To:

FIRSTSERVICE RESIDENTIAL
3102 OAK LAWN AVE STE 202
DALLAS TX 75219

User / Station: C Robinson - Cash Station 1



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Cynthia Mitchell

County Clerk
Denton County, Texas

Harvest Residential Community Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Dedicatory Instruments

Guidelines for Display of Flags

WHEREAS, Lots in Harvest Residential are subject to Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community, recorded on May 22, 2013, as Document No. 2013-61275, Real Property Records, Denton County, Texas as amended or supplemented from time to time as:

- Correction Declaration of Covenants, Conditions and Restrictions for Harvest Residential, Document No. 2013-64277, on May 29, 2013
- First Amendment to the Declaration of Covenants, Conditions and Restrictions for Harvest Residential, Document No. 2013-100021, on August 12, 2013

WHEREAS, The Association wishes to adopt reasonable guidelines for Display of Flags; and

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

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

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for display of flags have been established by the Board and are to be recorded with the Real Property Records.

**HARVEST RESIDENTIAL COMMUNITY ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Harvest Residential Community 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, which replace Section 1.6 (n) Flagpoles. And Section 1.6 (o) Flags in their entirety.

1. These Guidelines apply to the display of ("Permitted Flags"):
 - a) the flag of the United States; and
 - b) the flag of the State of Texas; and
 - c) 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:
 - a) flags for schools, sports teams, businesses or foreign countries; or
 - b) flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - c) 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:
 - a) in any location other than the Owner's property; or
 - b) within a ground utility easement or encroaching into an aerial easement; or
 - c) 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
 - d) 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
 - e) 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:
 - a) be ground mounted in the vicinity of the flag; and
 - b) utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - c) 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
 - d) 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.
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 Denton 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.

(signature page to follow)

Approved and adopted by the Board on this 1st day of July 2014.

Angie Mastrocola

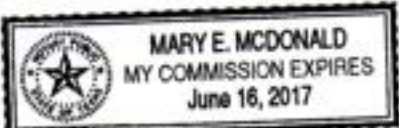
Angie Mastrocola
President

Harvest Residential Community Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Angie Mastrocola, President, of Harvest Residential Community 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/she 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 1st day of July, 2014.



[Notarial Seal]

Mary McDonald
Notary Public, State of Texas

Mary McDonald
My commission expires: _____

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

Harvest Residential Community Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Dedicatory Instruments

Guidelines for Display of Certain Religious Items

WHEREAS, Lots in Harvest Residential are subject to Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community, recorded on May 22, 2013, as Document No. 2013-61275, Real Property Records, Denton County, Texas as amended or supplemented from time to time as:

- Correction Declaration of Covenants, Conditions and Restrictions for Harvest Residential, Document No. 2013-64277, on May 29, 2013
- First Amendment to the Declaration of Covenants, Conditions and Restrictions for Harvest Residential, Document No. 2013-100021, on August 12, 2013

WEHREAS, The Association wishes to adopt reasonable guidelines for Display of Certain Religious Items; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code and the rule enforcement authority granted to the Board of Directors pursuant to the Governing Documents; and

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

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for display of certain religious items have been established by the Board and are to be recorded with the Real Property Records.

**HARVEST RESIDENTIAL COMMUNITY ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS
COUNTY OF DENTON

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Harvest Residential Community 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 anything 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 Denton 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.

(signature page to follow)

Approved and adopted by the Board on this 1st day of July 2014.

Angie Mastrocola
Angie Mastrocola
President

Harvest Residential Community Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Angie Mastrocola, President, of Harvest Residential Community 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/she 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 1st day of July, 2014.



[Notary Seal]

Mary McDonald
Notary Public, State of Texas

Mary McDonald
My commission expires: _____

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

Harvest Residential Community Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Dedicatory Instruments

Guidelines for Storage Sheds

WHEREAS, Lots in Harvest Residential are subject to Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community, recorded on May 22, 2013, as Document No. 2013-61275, Real Property Records, Denton County, Texas as amended or supplemented from time to time as:

- Correction Declaration of Covenants, Conditions and Restrictions for Harvest Residential, Document No. 2013-64277, on May 29, 2013
- First Amendment to the Declaration of Covenants, Conditions and Restrictions for Harvest Residential, Document No. 2013-100021, on August 12, 2013

WEHREAS, the Association wishes to adopt reasonable guidelines for Storage Sheds; and

WHEREAS, in accordance with "Rules and Regulations for Harvest Residential Community Association, Inc., Article I, General Provisions Governing the Use of Lots and Common Areas; Section 1.6b General Use of Lots – Temporary and Accessory Structures," which states, "No temporary dwelling, shop, trailer, mobile home, any improvement of a temporary nature or accessory structure including but not limited to play structures, do houses and storage sheds shall be permitted on a Lot without the prior written approval of the Association or Architectural Control Committee, as applicable. Notwithstanding the foregoing, certain structures may be permitted in accordance with those terms and conditions related thereto specifically set forth in the Architectural Guidelines, as amended from time to time."

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for Storage Sheds have been established by the Board and are to be recorded with the Real Property Records.

**HARVEST RESIDENTIAL COMMUNITY ASSOCIATION, INC.
GUIDELINES FOR STORAGE SHEDS**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Harvest Residential Community 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, 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 guidelines for storage sheds therein, it is appropriate for the Association to adopt guidelines for storage sheds within the community.

WHEREAS, in accordance with "Rules and Regulations for Harvest Residential Community Association, Inc., Article I, General Provisions Governing the Use of Lots and Common Areas; Section 1.6b General Use of Lots – Temporary and Accessory Structures," which states, "No temporary dwelling, shop, trailer, mobile home, any improvement of a temporary nature or accessory structure including but not limited to play structures, do houses and storage sheds shall be permitted on a Lot without the prior written approval of the Association or Architectural Control Committee, as applicable. Notwithstanding the foregoing, certain structures may be permitted in accordance with those terms and conditions related thereto specifically set forth in the Architectural Guidelines, as amended from time to time."

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Storage Sheds* within the community.

Unless approved in writing by the Committee, storage buildings must match or complement the materials and color of the Residence on the Lot. Storage buildings may contain (a) a maximum of 100 square feet if placed on a 60' lot or larger, or (b) a maximum of 64 square feet if placed on a 50' Lot. Unless otherwise approved in writing by the Committee, the roof peak of such building is limited to a maximum height of seven feet (7'), may not be visible from the street, and may not be gambrel (barn) style.

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for storage sheds which may have previously been in effect.

(Signature Page to Follow)

Approved and adopted by the Board on this 16 day of July, 2014.

[Signature]
Name of Board Member

SRP
Title

Harvest Residential Community Association, Inc.

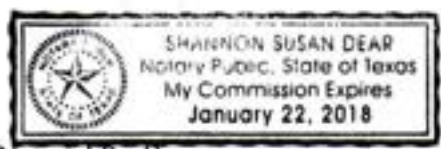
STATE OF TEXAS

COUNTY OF Dallas

SRP SRP SRP

Before me, the undersigned authority, on this day personally appeared Angie Mastrocoba SRP (title), of Harvest Residential Community 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/she 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 16 day of August, 2014.



[Notarial Seal]

[Signature]
Notary Public, State of Texas

Shannon Dear
Printed Name

My commission expires: _____

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

**Harvest Residential Community Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

ASSESSMENTS POLICY

WHEREAS, Lots in Harvest Residential Community Association, Inc. are subject to Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community, recorded on May 22, 2013, as Document No. 2013-61275, Real Property Records, Denton County, Texas as amended or supplemented from time to time as:

- Correction Declaration of Covenants, Conditions and Restrictions for Harvest Residential, Document No. 2013-64277, on May 29, 2013
- First Amendment to the Declaration of Covenants, Conditions and Restrictions for Harvest Residential, Document No. 2013-100021, on August 12, 2013

The Association wishes to adopt reasonable guidelines to establish a collection policy for the Association for delinquent regular or special assessments or any other amount owed to the Association; and

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

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

WHEREAS, Section 6.3 of the Declaration states, "Any Assessment not paid on the date which such Assessment is due shall bear interest at the Past Due Rate as set forth in the Assessments Policy and shall be recoverable by the Association, together with interest as aforesaid and all costs and expenses of administering a Past Due Payment Plan, and other collection methods, including reasonable attorneys' fees, by suit in a court of competent jurisdiction or in a mediation or arbitration in the County pursuant to the provisions of Article XIV of this Declaration."

NOW, THEREFORE, IT IS RESOLVED that the attached collection policy has been established by the Board and is to be recorded with the Real Property Records.

ASSESSMENTS POLICY

The Harvest Residential Community Association, Inc. collection process includes the following steps:

Notice	Description
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 the 30th of the month, following due dates of January 1 and July 1. • Late fees and a collection fee will apply. • Only issued to owners with a balance of \$10 or more.
2 nd Formal Notice	<ul style="list-style-type: none"> • Issued as a late letter (typically 30 days after the Friendly Notice). • Collection fee will apply. • 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 with a balance of \$50 or more.
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. ○ Collection fee will apply.
Lien	<ul style="list-style-type: none"> • If assessments are still outstanding, the account will be referred directly to an attorney's office to proceed with an Authorization to Lien unless the Manager or Board of Directors stipulates otherwise. • 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. • Collection & Legal fees will apply.
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 minutes or a signature on an approved form. ○ 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. ○ Collection and legal fees will apply. • 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 • The Association can proceed with Authorization to Evict once the property has been foreclosed.

This is to certify that the foregoing Assessments Policy was adopted by the Board of Directors.

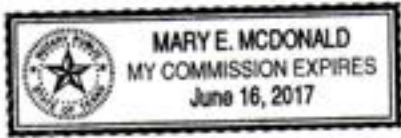
Name: Angie Mastrocola

Title: President

Date: July 1, 2014

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 1 day of July, 2014, by Angie Mastrocola, President of Harvest Residential Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Mary McDonald
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

Harvest Residential Community Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Dedicatory Instruments

Alternative Assessment Payment Plan

WHEREAS, Lots in Harvest Residential Community Association, Inc. are subject to Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community, recorded on May 22, 2013, as Document No. 2013-61275, Real Property Records, Denton County, Texas as amended or supplemented from time to time as:

- Correction Declaration of Covenants, Conditions and Restrictions for Harvest Residential, Document No. 2013-64277, on May 29, 2013
- First Amendment to the Declaration of Covenants, Conditions and Restrictions for Harvest Residential, Document No. 2013-100021, on August 12, 2013

WHEREA, The Association wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

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

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

WHEREAS, the Declaration, Section 6.3 states, "The Board may adopt and record in the Real Property Records an Assessments Policy setting forth guidelines and establishing an alternative payment schedule by which an Owner may make partial payments to the Association for delinquent Assessments pursuant to such guidelines."

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines have been established by the Board and are to be recorded with the Real Property Records.

Harvest Residential Community Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Alternative Assessment Payment Plan

WHEREAS, the Board of Directors (the "Board") of Harvest Residential Community Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an Alternative Assessment Payment Plan by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

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

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

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

Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:

- An Alternative Assessment Payment Plan is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the association.
- An Alternative Assessment Payment Plan will not be made available, except in the sole discretion of the Board, to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two (2) years following the owner's default of such Alternative Payment Schedule.
- During the course of an Alternative Assessment Payment Plan, additional monetary penalties, other than reasonable costs associated with administering the Alternative Assessment Payment Plan and interest, shall not be charged against an owner.
- The minimum term for an Alternative Assessment Payment Plan is three months from the date of the owner's request for an Alternative Assessment Payment Plan. The maximum term for an Alternative Assessment Payment Plan is eighteen months from the date of the owner's request for an Alternative Assessment Payment Plan.

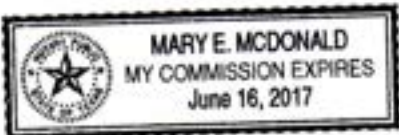
All other terms of an Alternative Assessment Payment Plan are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Assessment Payment Plan was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

Name: Angie Mastrocola
Title: President
Date: July 1, 2014

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 1st day of July, 2014, by Angie Mastrocola, President of Harvest Residential Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Mary McDonald
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

**Harvest Residential Community Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Policy for Priority of Payments

WHEREAS, Lots in Harvest Residential Community Association, Inc. are subject to Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community, recorded on May 22, 2013, as Document No. 2013-61275, Real Property Records, Denton County, Texas as amended or supplemented from time to time as:

- Correction Declaration of Covenants, Conditions and Restrictions for Harvest Residential, Document No. 2013-64277, on May 29, 2013
- First Amendment to the Declaration of Covenants, Conditions and Restrictions for Harvest Residential, Document No. 2013-100021, on August 12, 2013

WHEREAS, The Association wishes to adopt reasonable guidelines for priority of payments for the Association for delinquent regular or special assessments or any other amount owed to the Association; and

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

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

NOW, THEREFORE, IT IS RESOLVED that the attached priority of payment policy has been established by the Board and is to be recorded with the Real Property Records.

Harvest Residential Community Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Policy for Priority of Payments

WHEREAS, the Board of Directors (the "Board") of Harvest Residential Community Association, Inc. (the "Association") wishes to establish a Policy for Priority of Payments which shall govern the method in which payments received by the Association from owners are applied; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.0063 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.0063 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for Priority of Payments is established by the Board:

- A. Except as provided by Section (B), a payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:
 1. any delinquent assessment;
 2. any current assessment;
 3. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
 4. any attorney's fees incurred by the association that are not subject to Subsection (3) above;
 5. any fines assessed by the Association;
 6. any other amount owed to the Association.

- B. If, at the time the Association receives a payment from an owner and the owner is in default under an Alternative Payment Schedule entered into with the Association, the Association is not required to apply the payment in the order of priority outlined in Section (A), in accordance with Section 209.0063 of the Texas Property Code. Instead, in the event that an owner is in default under an Alternative Payment Schedule at the time the Association receives a payment from the property owner, then the payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:
 1. any attorney's fees or third party collection costs incurred by the Association

associated solely with assessments or any other charge that could provide the basis for foreclosure;

2. any attorney's fees incurred by the association that are not subject to the immediately previous Subsection (1);
3. any delinquent assessment;
4. any current assessment;
5. any other amount owed to the Association;
6. any fines assessed by the Association.

This policy shall supersede and render null and void any previously adopted priority of payment/payment plan policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Policy for Priority of Payments was adopted by the Board of Directors, in accordance with Section 209.0063 of the Texas Property Code

Name: Angie Mastrocola

Title: President

Date: July 1, 2014

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 1st day of July, 2014, by Angie Mastrocola, President of Harvest Residential Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Mary E. McDonald
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

**Harvest Residential Community Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Policy for Records Production and Copying

WHEREAS, Lots in Harvest Residential Community Association, Inc. are subject to Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community, recorded on May 22, 2013, as Document No. 2013-61275, Real Property Records, Denton County, Texas as amended or supplemented from time to time as:

- Correction Declaration of Covenants, Conditions and Restrictions for Harvest Residential, Document No. 2013-64277, on May 29, 2013
- First Amendment to the Declaration of Covenants, Conditions and Restrictions for Harvest Residential, Document No. 2013-100021, on August 12, 2013

WHEREAS, The Association wishes to adopt reasonable guidelines for records production and copying for the Association; and

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

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

NOW, THEREFORE, IT IS RESOLVED that the attached records production and copying policy has been established by the Board and is to be recorded with the Real Property Records.

Harvest Residential Community Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Records Production and Copying Policy

WHEREAS, the Board of Directors (the "Board") of Harvest Residential Community Association, Inc. (the "Association") wishes to establish a Records Production and Copying Policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Records Production and Copying Policy is established by the Board:

- C. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under 1 T.A.C. Section 70.3, the pertinent part of which is reproduced in italics below, and are subject to increase in the event 1 T.A.C. Section 70.3 is amended:

1. Copy charge.

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

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

- a. Diskette--\$1.00;*
- b. Magnetic tape--actual cost;*
- c. Data cartridge--actual cost;*
- d. Tape cartridge--actual cost;*
- e. Rewritable CD (CD-RW)--\$1.00;*
- f. Non-rewritable CD (CD-R)--\$1.00;*
- g. Digital video disc (DVD)--\$3.00;*
- h. JAZ drive--actual cost;*

- i. *Other electronic media--actual cost;*
- j. *VHS video cassette--\$2.50;*
- k. *Audio cassette--\$1.00;*
- l. *Oversize paper copy (e.g.: 11 inches by 17 inches greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;*
- m. *Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.*

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

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

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

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

3. *Labor charge for locating, compiling, manipulating data, and reproducing public information.*

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

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

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

(ii) A remote storage facility.

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

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

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

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

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

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

4. Overhead charge.

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

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

(C) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request.

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

5. *Microfiche and microfilm charge.*

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

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

6. *Remote document retrieval charge.*

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

(B) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body,

the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

7. Computer resource charge.

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

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

(C) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

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

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

8. *Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.*
 9. *Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.*
 10. *Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).*
 11. *Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.*
- D. Any requesting owner must provide advance payment of the costs of compilation, production, and reproduction for the requested information, as estimated by the Association. 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 business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

(signature page to follow)

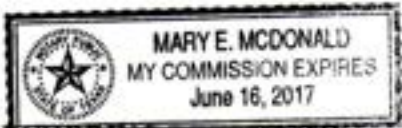
This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code

Name: Angie Mastrocola
Title: President
Date: July 1st, 2014

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 1st day of July, 2014, by Angie Mastrocola, President of Harvest Residential Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Mary McDonald
Notary Public, State of Texas



AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

**Harvest Residential Community Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Policy for Document Retention

WHEREAS, Lots in Harvest Residential Community Association, Inc. are subject to Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community, recorded on May 22, 2013, as Document No. 2013-61275, Real Property Records, Denton County, Texas as amended or supplemented from time to time as:

- Correction Declaration of Covenants, Conditions and Restrictions for Harvest Residential, Document No. 2013-64277, on May 29, 2013
- First Amendment to the Declaration of Covenants, Conditions and Restrictions for Harvest Residential, Document No. 2013-100021, on August 12, 2013

WHEREAS, The Association wishes to adopt reasonable guidelines for document retention for the Association; and

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

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

NOW, THEREFORE, IT IS RESOLVED that the attached document retention policy has been established by the Board and is to be recorded with the Real Property Records.

Harvest Residential Community Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219

Document Retention Policy

WHEREAS, the Board of Directors (the "Board") of Harvest Residential Community Association, Inc. (the "Association") wishes to adopt a Document Retention Policy in order to be compliant with Section 209.005(m) of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Document Retention Policy is established by the Board:

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.
2. Financial books and records shall be retained for seven years.
3. Account records of current owners shall be retained for five years.
4. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
5. Minutes of meetings of the owners and the board shall be retained for seven years.
6. Tax returns and audit records shall be retained for seven years.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

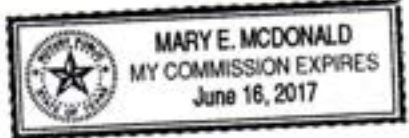
[signature page to follow]

This is to certify that the foregoing Document Retention Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Name: Angie Mastrocola
Title: President
Date: July 1st, 2014

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 1st day of July, 2014, by Angie Mastrocola, President of Harvest Residential Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Mary E. McDonald
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2013-100021
Recorded As : ERX-DECLARATION

Recorded On: August 12, 2013
Recorded At: 11:05:12 am
Number of Pages: 6

Recording Fee: \$36.00

Parties:
Direct- HARVEST PHASE I LLC
Indirect-

Receipt Number: 1077112
Processed By: Jane Kline

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed herein, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

HARVEST HOA TRANSFER FEE AND ASSESSMENTS –
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR HARVEST RESIDENTIAL COMMUNITY

THIS HARVEST HOA TRANSFER FEE AND ASSESSMENTS – FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HARVEST RESIDENTIAL COMMUNITY (as further defined below, this "First Amendment") is made to be effective as of August 9th, 2013 (the "Effective Date"), by Harvest Phase I, LLC, a Texas limited liability company ("Declarant").

RECITALS:

A. Pursuant to that certain Declaration of Covenants, Conditions, and Restrictions for Harvest Residential Community (as amended, the "Declaration") recorded as Document Number 2013-64277 in the Real Property Records of Denton County, Texas, Declarant imposed certain covenants and restrictions on that certain master planned development situated in Denton County, Texas, commonly known as Harvest Residential Community. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such in the Declaration.

B. Declarant is the fee simple owner of the Property.

C. Pursuant to Article XV, Section 15.4 of the Declaration, during the Declarant Control Period, the Declarant may (without the necessity of the joinder or consent of any other Person) amend the Declaration by the recordation in the Real Property Records of a written instrument executed by Declarant setting forth the amendment, and the Declarant Control Period is still in effect.

D. Declarant desires to make certain amendments and modifications to the Declaration as expressly set forth in this First Amendment.

NOW, THEREFORE, the Declaration is hereby modified as set forth in this First Amendment, including as follows.

1. Additional Definitions: The following definitions, as used in this First Amendment, are added to the Declaration.

(a) "Community Benefit Expenses" shall mean expenses incurred by the Association to support cultural, educational, charitable, recreational, environmental, conservation or other similar activities that (i) are conducted in or protect the burdened community or adjacent or contiguous property, or (ii) are conducted on other property that is used primarily by Owners of the burdened community. Without limiting the foregoing, Community Benefit Expenses shall be considered to be additional Common Expenses and within the definition of Common Expenses for all purposes under the Declaration.

(b) "**Community Benefit Funds**" means all funds collected through HOA Transfer Fees.

(c) "**Convey**" means to grant, sell, convey, assign or transfer, in any manner.

(d) "**Exempt Lots**" means any Lots that are exempt from Assessments as set forth in Section 6.5 of the Declaration.

(e) "**HOA Transfer Fee**" shall mean a fee equal to one-fourth percent (0.25%) of the Sales Price of any Lot (except any Exempt Lots).

(f) "**Sales Price**" means, without deduction or offset of any kind or for any reason, the total sales price for the Lot (including any improvements on such Lot), including cash, indebtedness assumed or discharged, and any other consideration, paid and to be paid by or on behalf of a Transferee to or for the benefit of a Transferor. The sales price paid by a Transferee to a Transferor in an arms-length sale of a Lot is prima facie evidence of the value of such Lot.

(g) "**Transfer**" or "**Transferring**" shall mean each occurrence of the execution and delivery of one or more documents, or any one or more other acts the result of which is to Convey any possessory interest or estate in any Lot; provided, however, any granting of a lien by an Owner solely for security to any Mortgagee shall not constitute a Transfer. The transfer of substantially all of the assets of any Person owning title to a Lot shall be considered a Transfer. Notwithstanding the preceding two sentences, however: the execution and delivery of trustee's deed in foreclosure of a first priority Mortgage held by a Mortgagee covering a Lot is not a Transfer; provided, however, following such a foreclosure at which the foreclosing Mortgagee acquires the subject property, the execution and delivery of a deed of such property by such Mortgagee is a Transfer. Also, notwithstanding the foregoing provisions of this definition, the term Transfer does not include: any transfer of any kind from an individual to his or her estate or other legal beneficiary, as a result of the death of the individual; or execution and delivery of a deed, or any other act(s) the result of which is to Convey any possessory interest or estate in any Lot from an individual, or from two individuals who are or were married to each other, to one or more individuals who are the spouse, former spouse, child, or children of the individual(s) formerly owning such interest or estate in such Lot.

(h) "**Transferee**" means any Person that is the grantee, assignee or other recipient of similar type of rights or interests pursuant to a Transfer.

(i) "**Transferor**" means any Person Transferring a Lot.

3. **HOA Transfer Fee.**

(a) **Payment and Liability for HOA Transfer Fee.** Upon any Transfer of a Lot (except the Exempt Lots), the HOA Transfer Fee shall be paid by or on behalf of the

Transferor to the Association. If not paid upon a Transfer, the HOA Transfer Fee shall accumulate interest (at a rate not to exceed the highest rate allowed by Texas law) from and after the date of the Transfer. Each HOA Transfer Fee, together with the foregoing interest, shall be the personal obligation of the Transferor who was the Owner of such Lot at the time of the Transfer; provided, however, the Transferee shall be jointly and severally liable for any HOA Transfer Fee that is not paid by the Transferor. The HOA Transfer Fee shall be a charge on the land and shall be a continuing lien upon each Lot against which the HOA Transfer Fee is due until paid. The Declarant does hereby establish, reserve, create and subject each Lot to a perfected contractual lien in favor for the Association to secure payment of delinquent HOA Transfer Fees owed on account of such Lot, as well as interest (subject to the limitations of Texas law), late charges and costs of collection (including, without limitation, attorneys fees). Such lien shall be prior and superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (b) the lien or charge of any first priority mortgage or deed of trust of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. Declarant hereby assigns such lien to the Association without recourse. The lien shall be self operative, and shall continue in inchoate form without being reserved or referenced in any deed or other document and without any other action required. Such lien, when delinquent, may be enforced by suit, judgment and judicial or nonjudicial foreclosure in accordance with Texas law. Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Lot the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. The lien may be foreclosed through judicial or, to the extent allowed by law, nonjudicial foreclosure proceedings in accordance with Texas Property Code Section 51.002, as it may be amended, in like manner of any deed of trust on real property. Each Owner hereby grants to the Association, whether or not it is so expressed in the deed or other instrument conveying such Lot to the Owner, a power of sale to be exercised in accordance with Texas Property Code Section 51.002, as it may be amended. At any foreclosure proceeding, any Person, including but not limited to Declarant, the Association, and any Owner shall have the right to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot may be charged, in addition to its usual assessments, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid HOA Transfer Fees and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. The sale or transfer of any Lot shall not affect the lien or relieve such Lot from the lien for any HOA Transfer Fee. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first priority mortgage or deed of trust made in good faith and for value shall extinguish the lien as to any HOA Transfer Fee which became due prior to such sale or transfer. No first priority Mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or deed of trust shall be liable for the HOA Transfer Fee that is due upon the Transfer

of a Lot to such Mortgagee; provided, further, such Mortgagee shall be liable for the payment of the HOA Transfer Fee upon Mortgagee's subsequent Transfer of the Lot.

(b) Segregation and Use of HOA Transfer Fees. The Association shall deposit all HOA Transfer Fees into a restricted, segregated account that is separate and apart from any other account maintained by the Association. HOA Transfer Fees shall only be used by the Association for Community Benefit Expenses, and shall not be used for any other purpose.

4. Termination Right. Notwithstanding anything to the contrary herein, either the Declarant or the Board shall have the right to increase, reduce or terminate the HOA Transfer Fee at any time and for any reason as to all Owners, including (without limitation) a determination by the Declarant or the Board (in their respective sole and absolute discretion) that the HOA Transfer Fee is interfering with existing or prospective Owners' ability to obtain financing.

5. Conflicts. In the event of any conflict between the terms of this First Amendment and the Declaration, the terms of this First Amendment shall prevail.

6. Severability; Reformation. If any term or other provision of this First Amendment is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy (including, without limitation, Section 5.202 or the Texas Property Code or the Final Rule of the Federal Housing Finance Agency on Private Transfer Fees [12 C.F.R. Part 1228]), as currently in effect or hereafter amended, all other terms and provisions of this First Amendment shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, Declarant shall have the right to unilaterally amend this First Amendment (provided the unilateral amendment has no material adverse effect upon any right of any Owner) so that any invalid, illegal or unenforceable term or provision is replaced by a term or provision that is valid, legal and enforceable and that comes as close as practicable in Declarant's reasonable discretion to fulfilling the intention and resulting in the effect of the invalid, illegal or unenforceable term or provision.

7. Interpretation. The Board shall have the right, power and authority to determine all questions arising under or in connection with this First Amendment and to construe and interpret its provisions. Any such determination, construction or interpretation made by the Board, in the absence of an adjudication by a court of competent jurisdiction or arbitrator or mediator that such determination, construction or interpretation was arbitrary and capricious, shall be binding on the Owners.

8. Number and Gender. 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.

9. Headings. The heading or captions of the paragraphs or sections in this First Amendment are for convenience only and do not limit or expand the construction and intent of

the contents of the respective paragraph or section.

10. Binding Effect. All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this First Amendment bind and inure to the benefit of the Owners and their respective heirs, legal representatives, successors, assigns and transferees, who become Owners, whether by operation of law or in any manner whatsoever.

11. Governing Law. This First Amendment shall be construed in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in the State of Texas.

IN WITNESS WHEREOF, Declarant has executed this First Amendment on the date of acknowledgement below, to be effective as of the Effective Date.

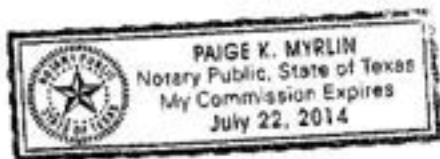
DECLARANT:

HARVEST PHASE I, LLC,
a Texas limited liability company

By: *Angela Mastromaria*
Name: Angela Mastromaria
Title: Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on August 9th, 2013, by Angela Mastromaria, Senior VP of Harvest Phase I, LLC, a Texas limited liability company, on behalf of said limited liability company.



Paige K. Myrlin
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Harvest Phase I, LLC
3090 Olive Street, Suite 300
Dallas, Texas 75219
Attn: Michele Ringnald

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2013-64277
Recorded As : ERX-DECLARATION

Recorded On: May 29, 2013
Recorded At: 10:59:42 am
Number of Pages: 41

Recording Fee: \$176.00

Parties:

Direct- HARVEST PHASE I LLC
Indirect-

Receipt Number: 1045740
Processed By: Patsy Sallee

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed herein, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

THIS CORRECTION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARVEST RESIDENTIAL COMMUNITY IS FILED FOR THE PURPOSE OF CORRECTING THE DESCRIPTION ON THE PROPERTY DESCRIBED IN EXHIBIT "A" TO INCLUDE ALL TRACTS AND PARCELS OF LAND DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES. THE ORIGINAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARVEST RESIDENTIAL COMMUNITY WAS RECORDED MAY 22, 2013 IN INSTRUMENT NUMBER 2013-61275 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS.

CORRECTION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HARVEST RESIDENTIAL COMMUNITY
Denton County, Texas

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HARVEST RESIDENTIAL COMMUNITY**

This Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community is made as of the 20th day of May, 2013 by Declarant.

RECITALS

- A. Declarant is the fee simple owner of the Property described in Exhibit A attached to this Declaration.
- B. By this Declaration, Declarant desires to: (i) establish a general plan for the development of the Property; (ii) provide for the creation, maintenance, repair, improvement and replacement of the Common Areas as set forth in the Governing Documents; (iii) provide for the implementation of the powers and duties of the Declarant and the Association as set forth in the Governing Documents; (iv) preserve and enhance the Property; (v) create and grant the Easements; and (vi) implement the purposes of the Association as provided for in the Governing Documents.
- C. Declarant has caused the Association to be incorporated under the laws of the State, in accordance with the TNCL, as an owners' association, for the purpose of exercising the functions set forth in this Declaration.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, provisions, covenants, conditions, easements, restrictions, reservations, uses, limitations and obligations are established and shall be deemed to run with the land in the Property and shall be a burden and benefit to Declarant, the Association, the Owners and their respective heirs, legal representatives, successors and assigns:

**ARTICLE I
DEFINITIONS**

Section 1.1. **Defined Terms.** Each capitalized term used in this Declaration shall have the meaning set forth in this Section 1.1:

"Access Easement." An easement as more particularly described in Subsection 7.2(a) of this Declaration.

"Act." Chapter 209 of the Texas Property Code applicable to property owners' associations, as amended from time to time.

"Affiliates." Any Person who controls, is controlled by, or is under common control with another Person.

"Annexed Property." Any real property added to the Property by a Supplemental Declaration as set forth in Section 11.2 of this Declaration.

"Architectural Control Committee." The committee established in accordance with Section 12.3 of this Declaration.

"Architectural Guidelines." Any procedural or substantive rules, guidelines, criteria, standards and procedures that may be adopted by Declarant, or the Board, from time to time, regarding the design, standards,

development, planning and construction of Improvements and the use or occupancy of the Lots, as the same may be amended from time to time.

"Assessment Policy." That certain policy adopted by the Board of Directors and filed in the Real Property Records which establishes guidelines in accordance with the Act for payment of delinquent assessments and other amounts owed to the Association, as amended from time to time.

"Assessments." Regular Assessments, Special Assessments and Individual Assessments owing to the Association by an Owner or levied against any Lot by the Association.

"Association." The Harvest Residential Community Association, Inc. a Texas nonprofit corporation, and its successors and assigns, organized under the TNCL, and created for the purposes and possessing the rights, powers, authority and obligations set forth in the Governing Documents, whose address for notice purposes is c/o Harvest Phase I, LLC, a Texas limited liability company, 3090 Olive Street, Suite 300, Suite 300, Dallas, Texas 75219 as may be changed by the Association from time to time.

"Board." The board of directors of the Association.

"Budget." An annual budget prepared by the Association that sets forth the anticipated Common Expenses for the ensuing fiscal year.

"Builder." An Owner who (a) has acquired an unimproved Lot directly from the Declarant or Declarant's Affiliate, (b) is in the business of constructing residences for resale to third parties and (c) intends to construct a residence on such Lot for resale to a third party.

"Bylaws." The Bylaws adopted by the Association, as may be amended from time to time.

"Certificate of Formation." The Certificate of Formation for the Association filed with the Secretary of the State of Texas, as may be amended from time to time.

"Charges." Any costs, expenses, dues, interest, fees, late fees, fines, collection costs, attorneys' fees and any other sums arising under the Governing Documents owing to the Association or an Owner other than Common Expenses.

"Claim." Any and all demands, actions, causes of action, losses, costs, expenses (including reasonable attorneys' fees applicable thereto), damages or liability of any kind or nature.

"Class A Members." The Owners of each Lot who are members of the Association.

"Class B Member." The Declarant at all times on or before the termination of the Declarant Control Period.

"Common Areas." The portions of the Property and Improvements thereon (a) owned by the Association (other than any Lot acquired by the Association through a foreclosure pursuant to Section 6.4 of this Declaration); (b) owned by a Person other than the Association, but in which the Association has rights of use or possession pursuant to a lease, license, easement or other agreement; (c) that the Association is required to operate, manage, maintain or repair pursuant to an agreement with the Association or pursuant to requirements of a Governmental Authority; or (d) any other areas designated as Common Areas by Declarant.

"Common Area Damage." Has the meaning assigned to such term in Section 15.15 of this Declaration.

"Common Expenses." Allocations to reserves and all costs, expenses and liabilities incurred by or on behalf of the Association, including: (a) expenses of administration, management, maintenance, care or operation of any Common Area and the Association; (b) expenses due and payable in accordance with this Declaration; and (c) expenses designated as Common Expenses by the Governing Documents or by the Board.

"County." Denton County, Texas.

"Declarant." Harvest Phase I, LLC a Texas limited liability company located at 3090 Olive Street, Suite 300, Dallas, Texas, 75219, and any successor or assignee designated by written notice of assignment executed by the then Declarant or any Person who acquires Declarant's (or its successor's or assign's) interest in the Property pursuant to foreclosure or deed in lieu relating to a construction or development loan; and to the extent any rights or powers reserved to Declarant are transferred or assigned to any successor or assignee, such rights and powers shall be described in the written notice of assignment, the notice of written assignment shall also be executed by such successor or assignee and the notice of assignment shall be recorded in the Real Property Records.

"Declarant Control Period." The period commencing on the date of this Declaration and continuing until the earliest to occur of the date which is (a) 25 years after the date on which this Declaration is recorded; or (b) when, in Declarant's sole discretion, it voluntarily relinquishes such right designated by written notice executed by the then Declarant.

"Declaration." This Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community as amended and supplemented from time to time.

"Designee." A Person acting at the request of another Person, including builders, contractors, subcontractors, employees, agents, representatives and licensees.

"Development Rights." Those rights set forth in Article XI of this Declaration.

"Dispute." Any Claim, grievance or other dispute arising out of or relating to: (a) the failure of any Owner to construct or alter Improvements on any Lot or begin construction on any Lot without having obtained the prior approval of the Architectural Control Committee as required by this Declaration or the Architectural Guidelines; (b) any prohibited use within the Property; (c) the failure of any Owner to comply with requirements set forth in the Governing Documents; (d) the failure of any Owner to maintain its Lot and all Improvements thereon for which such Owner is responsible for maintaining, in accordance with the Governing Documents and in compliance with all Legal Requirements; (e) the interpretation, application or enforcement of the Governing Documents; (f) any conflict or dispute arising between or among Owners, the Association, the Architectural Control Committee, the Board or Declarant; (g) the proper party to bear a maintenance cost or expense; (h) any other rights, obligations and duties of any Owner under the Governing Documents; (i) the authority of the Association, Declarant, or the Architectural Control Committee under any Legal Requirement or under the Governing Documents to: (i) require any Owner to take any action or not to take any action involving such Owner's Lot or; (ii) alter, subtract from or add to the Common Areas or the Property; or (j) the failure of the Association, in accordance with all Legal Requirements and the Governing Documents to: (i) properly conduct elections; (ii) give adequate notice of meetings or actions; (iii) properly conduct meetings; or (iv) allow inspection of books or records. The following shall not be considered "Disputes" unless all parties shall otherwise agree to submit the matter to arbitration pursuant to Section 14.2 of this Declaration: (1) any suit by Declarant, the Association or the Architectural Control Committee to obtain a temporary restraining order and such ancillary relief as the court may deem necessary to maintain the status quo and preserve Declarant's, the Association's or the Architectural Control Committee's ability to enforce the provisions of the Governing Documents; (2) any

action permitted under Subsection 12.12(b) of this Declaration; (3) any action permitted under Article VI of this Declaration in connection with the enforcement of any Owner's obligation to pay Assessments under this Declaration or collection of any past due or unpaid Assessments; (4) any suit between Owners which does not include Declarant or the Architectural Control Committee, if such suit asserts a dispute that would constitute a cause of action independent of this Declaration; (5) any disagreement that primarily involves title to any Lot; or (6) any suit in which the applicable statute of limitations would expire within 180 days of the giving of notice as provided in this Declaration unless the Persons against who are involved in a Dispute agree to toll the statute of limitations for a period of time necessary to comply with the arbitration provisions of this Declaration.

"Drainage Easement." An easement as more particularly described in Section 7.2 of this Declaration.

"Drainage Facilities." The detention ponds, drainage channels, discharge structures, and grading, connector, and outfall pipes, and all other items and structures, whether located in Common Areas or on Lots, whether public or private, necessary for the proper drainage of surface storm water runoff within the Property.

"Easement Area." Any portion of the Property burdened by an Easement.

"Easements." Collectively, those easements described in Section 7.1 and Section 7.2 of this Declaration.

"Environmental Laws." Any federal, state, or local law, statute, ordinance, or regulation, whether now or hereafter in effect, pertaining to health, industrial hygiene, or the environmental conditions on, under, or about the Property or the Improvements.

"FWSD Districts." The fresh water supply districts in which the Property is located, as further described in Section 3.4 of this Declaration.

"Governing Documents." Those documents listed in Section 2.4 of this Declaration, as they may be amended from time to time.

"Governmental Approvals." All permits, licenses, certificates, consents and any other approvals necessary or required pursuant to any law, ordinance, resolution, order, rule or regulation of any Governmental Authority.

"Governmental Authority." Any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental entity (federal, State, County, district, municipal or otherwise) whether now or hereafter in existence.

"Governmental Impositions." All real property and personal property taxes, assessments, standby fees, excises and levies, and any interest, costs or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which at any time prior to or after the execution of this Declaration, may be assessed, levied or imposed upon the Property or any Lot therein by any Governmental Authority.

"Hazardous Substances." Any substance, product, waste, or other material which is or becomes listed, regulated, or addressed as being a toxic, hazardous, polluting, or similarly harmful substance under any Environmental Law.

"Improvements." Any and all physical structures, facilities, alterations or changes of any type or nature made to or on any portion of the Property, Common Areas and Lots including any buildings, residences, parking lots, parking structures, roadways, driveways, ramps, loading areas, mechanical equipment, utilities, fencing,

antennae, walls, screens, landscaping, streetscapes, grading changes, park areas, walkways, bridges, recreational facilities, exterior lighting facilities, drainage structures, curbs, retaining walls and grates existing or in the future placed on any portion of the Property, including all cable television, cellular phone, internet and other utility or communication installations or equipment.

"Indemnified Party." Shall have the meaning assigned to such term in Subsection 15.15(a) of this Declaration.

"Individual Assessments." Assessments established, imposed and levied from time to time by the Association pursuant to Section 6.2 of this Declaration.

"Initiation Assessment." Shall have the meaning assigned to such term in Subsection 6.1(a) of this Declaration.

"Insurance Trustee." The Association acting in the capacity of a trustee in accordance with the provisions of Section 9.4 of this Declaration to negotiate losses under any property insurance policies required to be obtained by the Association, as applicable, in this Declaration.

"Legal Requirements." Any restrictive covenants and any other matters of record and any and all then-current judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to any Owner's use and enjoyment of any portion of the Property or any Lot, including Environmental Laws, zoning ordinances, subdivision and building codes, flood disaster laws and applicable architectural barrier and health laws and regulations.

"Lot." Any portion of the Property designated by Declarant, or shown on a Plat, as a subdivided lot other than Common Area.

"Maintenance Standard." Good repair and condition for the Property necessary to maintain the Common Areas and Lots, as applicable, in a condition reasonably suitable for their intended purpose.

"Manager." Any professional manager or management company that is engaged by the Association to perform any of the duties, powers or functions of the Association.

"Members." Owners of Lots in the Property, including the Class A Members and the Class B Member.

"Membership." The rights and obligations associated with being a Member.

"Mortgagee." Any Person that is the holder, insurer or guarantor of any mortgage or deed of trust securing indebtedness on the Property or on a Lot.

"Occupant." Any Person from time to time entitled to the use and occupancy of any portion of Property and Lot and Improvements thereon pursuant to an ownership right or any lease, sublease, license, or other similar agreement.

"Owner." Any Person, including Builders and Declarant, owning record title to a Lot, but excluding any Person having an interest in a Lot solely as security for an obligation.

"Past Due Rate." The maximum lawful rate of interest allowed under Texas law or, if no maximum lawful rate exists, the rate of 18% per annum.

"Past Due Payment Plan." Shall have the meaning assigned to such term in Section 6.3 of this Declaration.

"Person." Any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association and any other legal entity, including any Governmental Authority.

"PID." The public improvement district in which the Property is located, including Northlake Public Improvement District No. 1.

"Plans." The plans and specifications for the development and construction of Improvements with respect to a particular Lot, prepared by or on behalf of an Owner and approved by all applicable Governmental Authority, and which includes all applicable items set forth in the Architectural Guidelines and any other information requested by the Architectural Control Committee.

"Plat." A subdivision plat of any portion of the Property as recorded in the Real Property Records and any amendments thereto.

"Property." That certain real property located in the County and more particularly described in Exhibit A attached to this Declaration, together with all and singular the Easements, rights, and appurtenances pertaining thereto and any Annexed Property.

"Property Roads." Roads, bridges or drives now or hereinafter existing in the Property that are owned, operated and/or maintained by the Association.

"Real Property Records." The records of the office of the county clerk of the County where instruments concerning real property are recorded.

"Records Policy." That certain policy adopted by the Board of Directors and filed in the Real Property Records which establishes guidelines in accordance with the Act for the retention, inspection, production, copying and costs associated therewith for the books and records of the Association, as amended from time to time.

"Regular Assessment." Assessments established, imposed and levied by the Association pursuant to Section 6.1 of this Declaration.

"Regular Assessment Period." The period of time between the dates on which Regular Assessments become due and payable.

"Rules and Regulations." All rules, regulations, procedures, as the same may be adopted and amended from time to time by the Board, pursuant to this Declaration.

"Signage." Any signage, lettering, decorations, banners, advertising or marketing media, awnings, canopies, window covering, or any other similar type of expression on a Lot, the Improvement thereon or in the interior of the Improvement if the same is visible from the exterior.

"Special Assessments." Assessments established, imposed and levied from time to time by the Association pursuant to Subsection 6.1(d) of this Declaration.

"State." The State of Texas.

"Supplemental Declaration." A written instrument, executed by Declarant and recorded in the Real Property Records that subjects Annexed Property to this Declaration or otherwise supplements the covenants, conditions or restrictions contained in this Declaration as to such Annexed Property.

"Taking." The taking or threat of taking of all or a portion of the Property or Common Area for any public or quasi-public use, by eminent domain proceedings or otherwise, by a Governmental Authority or by an action in the nature of eminent domain (whether permanent or temporary) or the sale or other transfer of the Property or Common Area in lieu thereof.

"TNCL." The Texas Nonprofit Corporation Law, as amended from time to time.

ARTICLE II SUBMISSION

Section 2.1. **Submission of the Property to this Declaration.** The real property described on Exhibit A and covered by this Declaration is the Property. Unless otherwise specifically set forth herein, all of the Property and any right, title or interest therein shall be owned, held, leased, sold, occupied and conveyed to an Owner, subject to the covenants, conditions, restrictions, Easements, Charges, liens and other provisions of the Governing Documents, including the Development Rights.

Section 2.2. **Owner Acknowledgment.** Each Owner is subject to this Declaration and the Governing Documents and covenants and restrictions contained therein. By acceptance of a deed, or other instrument establishing title, ownership or the right of occupancy in any portion of the Property, including any Lot or any portion of a Lot, each Owner and Occupant acknowledges that it has been given notice of this Declaration and the other Governing Documents; that use of any portion of the Property and Lot is limited and governed by the provisions of the Governing Documents; that the Board may, from time to time, adopt and amend definitions of words, phrases and terms used in this Declaration and other Governing Documents; that the use, enjoyment and marketability of the Property and the Lots can be affected by this Declaration; that the Governing Documents may change from time to time; and that each Owner is responsible for the acts and omissions of its Occupants.

Section 2.3. **Property Not in a City.** Portions of the Property are located in the extraterritorial jurisdictions of the city known as Argyle, Texas and the town known as Northlake, Texas (each a "Municipality" and collectively, "Municipalities"). The Property located in these extraterritorial jurisdictions may be subject to annexation by the applicable Municipality. Each Municipality maintains a map that depicts its boundaries and extraterritorial jurisdictions. To determine which portions of the Property are located within which extraterritorial jurisdictions of the Municipalities, Owners may contact the Municipalities and request such information.

Section 2.4. **Governing Documents.** The Property's Governing Documents consist of the following documents, and in the event of any conflict between the provisions of the Governing Documents, the Governing Documents shall control in the following order: (a) the Act; (b) this Declaration, as amended by any Supplemental Declaration or amendment; (c) the Bylaws; (d) the Certificate of Formation; (e) Architectural Guidelines; (f) Rules and Regulations; and (g) any other policies adopted by the board of Directors and recorded in the Real Property Records of the County, as each of documents listed in items (a)-(g) may be amended from time to time. Any conflict between the provisions of multiple Supplemental Declarations applying to the same portion of Property or Annexed Property shall be resolved by granting control to the Supplemental Declaration with the latest date of filing in the Real Property Records which shall control over any prior Supplemental Declarations filed for such portion of Property. **It is Declarant's intention for the Governing Documents to be in compliance with the Act and Declarant may amend the Governing Documents during the Declarant Control Period in its absolute and sole discretion to bring such documents in compliance with the Act and other Legal Requirements.**

Section 2.5. **Supplemental Declarations.** During the Declarant Control Period and pursuant to Article XI of this Declaration, Declarant shall file any Supplemental Declaration in the Real Property Records, which Supplemental Declaration shall include the following: (a) an adequate legal description covering the Property or any Annexed Property, as applicable, subject to a Supplemental Declaration; (b) a signature page duly executed by the owner of any Annexed Property; (c) a description of any conditions or restrictions that apply to the Annexed Property other than those set forth in this Declaration; and (d) a reference to this Declaration, stating the date of recordation and recording information of this Declaration in the Real Property Records.

ARTICLE III USES, RESERVATIONS AND RESTRICTIONS

Section 3.1. **Uses.** Subject to applicable restrictions of record, the Architectural Guidelines and Rules and Regulations, Lots and Improvements located thereon shall be used for single family residential purposes in accordance with the Governing Documents and Legal Requirements.

Section 3.2. **Common Areas.** No Owner shall obstruct or interfere with the use by other Owners, Declarant or the Association of the Common Areas, nor shall any Owner keep or store anything on any part of the Common Areas without the prior written approval of the Association. No Owner shall alter, construct in or on or remove anything from the Common Areas without the prior written approval of the Association. Neither the Association nor Declarant is obligated to construct any particular type or kind of Improvements on or within the Common Areas.

Section 3.3. **Signage Rights.** Declarant shall have the right to erect Signage on Improvements or on any Lot it owns during the Declarant Control Period and may grant approval to any other Person, including Builders, in its sole and absolute discretion to erect Signage on Improvements or on any Lot; provided, however that such Signage is in compliance with the Legal Requirements and any Signage guidelines set forth in the Architectural Guidelines. Notwithstanding the foregoing, Lots designated for use as single family residential use that have been conveyed to an Owner who will occupy and/or use such Lots for residential purposes shall only be allowed to erect signage in accordance with the provisions related thereto set forth in the Rules and Regulations.

Section 3.4. **FWSD Districts.** The Property is located within Belmont Fresh Water Supply District No. 1 and Belmont Fresh Water Supply District No. 2 of Denton County (collectively, "FWSD Districts") created in accordance with Chapter 53 of the Texas Water Code. The FWSD Districts possess certain powers which include but are not limited to the powers to acquire, construct and maintain a waterworks system, a sanitary sewer system, roads with related storm sewer drainage systems and other related services within the Property. The FWSD Districts have the authority to tax Owners like any other Governmental Authority and will subject Owners to certain taxes and charges. Section 49.452(d) of the Texas Water Code requires a seller of real property in a water district to give notice to purchasers containing information about the district and the taxes and fees such district may charge. A sample of the required notice for the FWSD Districts is attached to this Declaration as Exhibit B.

Section 3.5. **Landscaping Requirements.** All portions of a Lot not improved by Improvements or other buildings, residences, driveways, parking areas, walkways, patios or decks (referred to as the unimproved area or landscaped areas of a Lot) shall be landscaped and maintained by the Owner thereof (other than Declarant) in a manner as set forth in the Architectural Guidelines or as otherwise approved by the Architectural Control Committee pursuant to Article XII of this Declaration. If any Owner fails to install required landscaping or fails to maintain such landscaping or its Lot in accordance with the Architectural Guidelines, the Association may, but shall not be obligated to, perform such landscaping requirements in lieu of such Owner pursuant to Section 8.2 of this Declaration or as otherwise set forth in the Architectural Guidelines.

Section 3.6. **Environmental.**

(a) No Hazardous Substances. No Owner, Occupant or Designee shall handle, store, deposit, use, process, manufacture, dispose of or release or allow any of its Designees to handle, store, deposit, use, process, manufacture, dispose of or release any Hazardous Substances from, on, in, under or in the air above any part of the Property, including any surface waters or groundwater located on the Property or into public sanitary or storm sewer systems serving the Property without complying with all applicable Legal Requirements including performing pre-treatment, obtaining permits and giving notices as required by Environmental Laws

(b) Costs and Expenses. Each Owner and its Designees shall be responsible for and shall pay all costs and expenses related to disposal, release, cleanup and remediation of any Hazardous Substances it causes, in, on, under or above the Property and as required by any Governmental Authority.

Section 3.7. Right of Board Regarding Rules and Regulations. In furtherance of the purposes of this Declaration, the Board from time to time may adopt, amend or repeal the Rules and Regulations concerning and governing the Property, Lots or any portion thereof including the establishment and enforcement of penalties for any infraction of the Rules and Regulations.

Section 3.8. Construction Use. Declarant and its Designees and Builders authorized by Declarant shall have the right to perform construction and such other reasonable activities in the Property, and to maintain upon portions of the Property it owns such facilities as deemed reasonably necessary or incidental to the construction and sale of Lots in the development of the Property, specifically including the maintenance of temporary business or construction offices, material and equipment storage areas, trash bins, construction yards and equipment, signs, models, temporary sales offices, parking areas and lighting facilities.

ARTICLE IV THE ASSOCIATION

Section 4.1. General Purposes and Powers of the Association. The Association has been incorporated as a nonprofit corporation under the TNCL. In addition to the powers conferred on the Association under the TNCL, the Association may take all actions authorized by the Governing Documents. Any and all actions taken by the Association pursuant to the Governing Documents are binding on all Owners. The Association shall be governed by the Act, TNCL and the Governing Documents.

Section 4.2. Deemed Assent Ratification and Approval. All Owners and Occupants of the Property shall be deemed to have assented to, ratified and approved the general purposes of this Declaration and the other Governing Documents and the power, authority and management rights of the Association, acting through the Board as permitted in and authorized by this Declaration and other Governing Documents.

Section 4.3. Manager. The Association may enter into contracts with a Manager for the day-to-day management and administration of either or both of the Property and the Association.

Section 4.4. Election of the Board of the Association. The Board shall be elected by the Owners pursuant to the provisions of the Bylaws except as otherwise set forth in Section 4.5 of this Declaration.

Section 4.5. Declarant's Right to Appoint During Declarant Control Period. Notwithstanding anything to the contrary in this Declaration or any of the other Governing Documents, and except as otherwise set forth in Section 5.1(d)(i) hereof, Declarant, in its sole and absolute discretion, reserves the right, at any time and from time to time, to appoint or remove any officer, director or member of the Board during the Declarant Control Period. Declarant may voluntarily surrender any or all of the foregoing rights to appoint and remove officers, directors and members of the Board before termination of the Declarant Control Period. If Declarant surrenders any or all of such rights, Declarant may require, for the duration of the Declarant Control Period, that specified

actions of the Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

Section 4.6. **Duty to Accept Common Areas and Improvements Transferred by Declarant.** The Association shall accept any Common Areas, including any Improvements, equipment and personal property thereon conveyed or transferred to the Association by Declarant, together with the responsibility to maintain such property and perform any and all functions associated therewith, provided that such property and functions are not inconsistent with the terms of this Declaration. Any portion of the Common Areas transferred to the Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board, be transferred to the Association free and clear of all liens (other than the lien of property taxes), but shall be subject to the terms of the Governing Documents applicable thereto. The Improvements located on the Common Areas may be changed or altered from time to time as determined by the Board.

Section 4.7 **Rights of the Board.** The Association acts solely through the Board or through the Architectural Control Committee as provided in the Governing Documents. Notwithstanding anything to the contrary in the Certificate of Formation or the Bylaws, whenever in the Governing Documents there is a reference to action by the Association, such reference means the Association acting through and based on decisions and direction by the Board.

ARTICLE V MEMBERSHIP, VOTING AND ASSESSMENT ALLOCATIONS

Section 5.1. **Allocation of Votes in the Association.**

(a) **Membership.** Each Owner shall automatically be a Member of the Association and must remain a Member for as long as that Person is an Owner. Membership is appurtenant to, and cannot be separated from, ownership of a Lot. Any transfer of title to a Lot shall operate automatically to transfer Membership appurtenant to such Lot to the new Owner. All Owners shall notify the Association in writing of any transfer of ownership of such Owner's Lot including the name of the new Owner.

(b) **Voting During the Declarant Control Period.** Until such time as the Declarant Control Period has expired or terminated, there shall be two classes of voting Members in the Association. The Class B Member shall be entitled to exercise two votes for every one vote entitled to be cast by the Class A Members with respect to any matter on which Members shall be entitled to vote in accordance with the Governing Documents. **THE CLASS A MEMBERS ACKNOWLEDGE AND AGREE, BY THEIR ACCEPTANCE OF THE DEED TO THEIR LOTS, THAT UNTIL THE TERMINATION OF THE DECLARANT CONTROL PERIOD, THE CLASS B MEMBER POSSESSES THE MAJORITY OF THE VOTING INTERESTS IN THE ASSOCIATION AND SHALL BE ABLE TO CONTROL, THROUGH THE VOTING PROCESS, ANY MATTERS COMING BEFORE THE ASSOCIATION FOR A VOTE, SUBJECT TO THE REQUIREMENTS OF THE GOVERNING DOCUMENTS.**

(c) **Class Membership.** Upon the expiration or termination of the Declarant Control Period, there shall be no more classes of Members and the rights of all Members shall be identical, including the election of the Board, and the procedures for the election of the members of the Board shall be in accordance with the Act and as set forth in the Bylaws. Unless a different allocation of votes is required by any Legal Requirement or in this Declaration, all Members shall, at that time, be entitled to exercise one vote per Lot with respect to any matter of the Association on which Members shall be entitled to vote.

(d) **Transition of the Board during Declarant Control Period.** Notwithstanding the provisions of Section 5.1(b) above:

(i) Not later than 120 days after the 10th anniversary of the date on which this Declaration is recorded in the Real Property Records, an election of members of the Board shall be held at which one third of the members of the Board shall be elected by Class A Members without the Class B Member voting for such members of the Board.

(ii) On a date as determined by Declarant in its absolute and sole discretion, which date shall not be less than 60 days prior to the termination of the Declarant Control Period, the Association shall elect all directors from the Class A Members to serve as the Board of Directors whose terms will commence as of the date on which the Declarant Control Period terminates.

Section 5.2. **Proxies Of Owners.** Votes allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner in the form required by the Association. If a Lot is owned by more than one Person, any one co-Owner of the Lot may cast the vote of that Lot or register a protest to the casting of the vote of that Lot by the other co-Owners of the Lot through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this Section 5.2 except by written notice of revocation to the individual presiding over a meeting of the Association.

Section 5.3 **Advisory Committee.** Declarant may determine in its absolute and sole discretion at any time prior to the transition of the Board set forth in Section 5.1(d) and expiration or termination of the Declarant Control Period, to appoint, but has no obligation to appoint, any number of Owners, for any length of time, to an advisory committee, each of whom is chosen by Declarant in its absolute and sole discretion ("Declarant Advisory Committee"). The Declarant Advisory Committee shall not be entitled to vote on any matter before the Board.

ARTICLE VI ASSESSMENTS

Section 6.1. **Regular and Special Assessments.** The Board shall possess the right, power, authority and obligation to establish a Regular Assessment for the payment of Common Expenses and such Special Assessments and Individual Assessments as provided for in this Declaration, including those set forth in this Article VI.

(a) **Initiation Assessment.** Declarant herein establishes an Initiation Assessment in the amount of \$400.00 (the "Initiation Assessment") payable to the Association upon an Owner's acquisition of a Lot. Each Owner, excluding Declarant and any Builder, shall, at the time such Owner acquires a Lot, pay the Initiation Assessment to the Association. Notwithstanding anything to the contrary herein, either the Declarant or the Board shall have the right to increase, reduce or terminate the Initiation Assessment at any time and for any reason as to all Owners, including (without limitation) a determination by the Declarant or the Board (in their respective sole and absolute discretion) that the Initiation Assessment is interfering with Owners' ability to obtain financing. The Initiation Assessment shall be allocated 50% to capital reserves and 50% to pay for operational expenses and working capital. The Initial Assessment shall not be considered an advance payment of any Assessments set forth herein and is not refundable. The Declarant and any Builder shall be exempt from paying the Initiation Assessment, but the PID may require the Builder to pay a separate initial assessment to the PID.

(b) **Regular Assessments.** The Board shall establish the amount sufficient, in the judgment of the Board, to pay all Common Expenses. The amount established to pay Common Expenses shall be assessed to Owners and against each Owner's Lot (the "Regular Assessments"), shall be allocated and assessed equally among the total number of Lots, except as otherwise set forth in this Section 6.1(b), shall be due and payable semi-annually, or on such dates as otherwise determined by Declarant or established by the Board, and shall be applied to the payment of Common Expenses.

(c) **Budget for Common Expenses.** Prior to the commencement of each fiscal year of the Association, the Board shall establish and adopt a Budget for the next following fiscal year, notify Owners of such Budget and make the Budget available for review by all Owners. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the Regular Assessments payable pursuant to this Declaration, and the failure of the Board to timely notify and make available for review by Owners any Budget shall not excuse or relieve an Owner from the payment of the Regular Assessments contemplated thereby. The Board shall have the right to amend any Budget at any time in which event the portion of the Regular Assessments assessed against each Lot and the corresponding payment obligation of each Owner shall be adjusted accordingly, if applicable. Notwithstanding the foregoing, if any Budget for a fiscal year, or amendment thereof, may increase Regular Assessments allocated to a Lot and payable by an Owner by more than 15% from the immediately preceding fiscal year, such Budget must be approved by the affirmative vote of at least 51% of the Members entitled vote at such time.

(d) **Special Assessments by Association.** In addition to the Regular Assessments contemplated by Subsections 6.1(b) and (c) of this Declaration, the Board shall establish Special Assessments from time to time as may be necessary or appropriate in the judgment of the Board to pay (i) non-recurring Common Expenses relating to the maintenance, care, alteration, improvement, replacement, operation and management of the Property and the administration of the Association; (ii) capital expenditures necessary to replace Improvements on or within the Common Areas; (iii) additional Common Expenses if the Regular Assessments are not sufficient to cover all of the Common Expenses; and (iv) contractual and other liabilities of the Association that have been included in the Budget. Special Assessments so established shall be payable by and allocated among the total number of Lots and allocated to each Owner based upon the number of Lots such Owner owns within 30 days of receipt of notice of such Special Assessment, or as otherwise specified in such notice.

Section 6.2. **Individual Assessments.** In addition to the Regular Assessments and the Special Assessments contemplated in this Article VI, the Board shall possess the right, power and authority to establish or levy the Individual Assessments in accordance with the provisions of this Declaration against an individual Owner and its Lot for Charges properly borne solely by one or more but less than all Owners, such as (without limitation) charges for additional services, damages, fines or fees, interest, collection costs, attorneys' fees, insurance deductible payments, or any other amount owed to the Association by an Owner. The Individual Assessments shall be the personal obligation of the Owner against whom the Individual Assessment is assessed, and shall constitute a lien against the Lot in the same manner and with the same consequences as the Regular Assessment and any duly authorized Special Assessment.

Section 6.3. **Lien and Personal Obligation to Pay Assessments.** Declarant, for each Lot owned by it in on the Property, hereby covenants, and each Owner of a Lot on the Property is hereby deemed to covenant by acceptance of a deed to such Lot (whether or not it shall be so expressed in such deed), to pay to the Association the Assessments. Such Assessments shall be established and collected in the manner provided by this Declaration. The Assessments shall be a charge upon the land and a continuing lien on each Lot against which an Assessment is made. Each such Assessment, together with interest, costs and reasonable attorney's fees thereon, shall also be the personal obligation of the person or persons who owned the Lot at the time the Assessment fell due, but such personal obligation shall not pass to the successors in title unless expressly assumed by them. Declarant hereby reserves and assigns to the Association, without recourse, a vendor's lien on each Lot (including all improvements now or hereafter constructed, erected or developed thereon) to secure the payment of all Assessments levied on such Lot, together with interest, costs and reasonable attorney's fees thereon. Each Owner, by acceptance of a deed to a Lot, (a) accepts such Lot subject to and encumbered with the Assessment lien (with power-of sale) set forth in this Article VI, (b) grants and confirms to the Association a contractual lien upon his Lot (together with all Improvements thereon) to secure all Assessments then or thereafter made against such Lot, and (c) expressly vests in the Association or its agents the right and power to bring all actions against such defaulting Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for foreclosure and enforcement of such lien, including, without limitation, nonjudicial foreclosure. No Owner,

other than Declarant as set forth in Section 6.5, shall be entitled to exemption from liability for the Owner's obligation to pay Assessments for any reason, including claims of (a) waiver of the use and enjoyment of the Common Areas or the recreational facilities as to which any Assessments relate; (b) an abandonment of the Lot or Improvements thereon; (c) offsets or reductions; and (d) the Association, or the Board or any other entity is not properly exercising its duties and powers under the Governing Documents. The Board may adopt and record in the Real Property Records an Assessments Policy setting forth guidelines and establishing an alternative payment schedule by which an Owner may make partial payments to the Association for delinquent Assessments pursuant to such guidelines (the "Past Due Payment Plan"). Any Assessment not paid on the date which such Assessment is due shall bear interest at the Past Due Rate as set forth in the Assessments Policy and shall be recoverable by the Association, together with interest as aforesaid and all costs and expenses of administering a Past Due Payment Plan, and other collection methods, including reasonable attorneys' fees, by suit in a court of competent jurisdiction or in a mediation or arbitration in the County pursuant to the provisions of Article XIV of this Declaration. It shall be the responsibility of the Association to collect any such delinquent Assessments, the existence of which shall be made known by written notice delivered to the defaulting Owner and, if requested, the Owner's Mortgagee pursuant to and in accordance with the Assessments Policy and the Act; provided, however, if the Association is not taking the action permitted in this Section 6.3 the Declarant may exercise such rights for its own benefit and the benefit of the Association.

Section 6.4. **Lien to Secure Payment of Assessments.** Subject to Section 6.9 of this Declaration, the liens established in this Declaration shall be prior and superior to all other liens and encumbrances subsequently created upon such Lot regardless of how created, evidenced or perfected, other than the liens for Governmental Impositions. So long as the Association satisfies the requirements set forth in the Act, and any other applicable Legal Requirement with regard to delinquent assessments and foreclosure of assessment liens, assessment liens created in this Declaration may be foreclosed on or enforced by any means available at law or in equity.

Section 6.5. **Commencement of Obligation to Pay Regular Assessments.** Regular Assessments as to a Lot shall commence on the date that Declarant conveys such Lot to an Owner other than Declarant. On the date of such conveyance, the new Owner of such Lot shall be obligated to pay to the Association an initial Regular Assessment, which initial Regular Assessment shall be an amount equal to the then current Regular Assessment prorated over the number of days remaining in such Regular Assessment Period. During the Declarant Control Period, Declarant is exempt from the obligation to pay Assessments on Lots or other portions of the Property it owns; however, Declarant may provide funding for shortfalls between funds necessary to fully fund the Association's required payments pursuant to the Budget and Assessments collected for a given year. Any such payments made by Declarant to the Association contemplated herein may be treated as a contribution, subsidy or a loan by Declarant in its absolute and sole discretion.

Notwithstanding the foregoing, the following Property subject to this Declaration shall be exempt from Assessments until such time as Declarant or the Board determines otherwise:

- (a) Property dedicated to a town, municipality, city or any other Governmental Authority;
- (b) Lots or other portions of the Property owned by Declarant or other areas reserved by Declarant as set forth on a Plat or other recorded instrument; and
- (c) All Common Areas and Lots or any parcel of Property owned by the Association.

Section 6.6. **Notice of Default.** If an Owner defaults in the Owner's monetary obligations to the Association, the Association shall notify the Owner and other lien holders in accordance with the Act and shall state the Association's intent to foreclose its lien.

Section 6.7. **Alternative Actions.** Nothing contained in this Declaration prohibits the Association from taking a deed in lieu of foreclosure from an Owner or from filing suit to recover a money judgment for sums that may be secured by the Association's lien.

Section 6.8. **Statement of Expenses and Access to Records.** Upon proper delivery of a written request from an Owner to the Board or the Manager containing the requisite information as set forth in the Act, the Association shall provide current copies of or make reasonably available for examination, the requested books, records, financial statements and any other requested information maintained by the Association in accordance with the Bylaws, any record retention policy adopted by the Board and filed of record in the Real Property Records and the Act. The costs associated with compilation, production and reproduction of information contemplated in this Section 6.8 shall be set forth in the records retention, inspection, production and copying policy adopted by the Board.

Section 6.9. **Subordination of Lien for Assessments.** The lien for the payment of Assessments shall be subordinate to the lien of any valid mortgage or deed of trust that secures lien indebtedness from an Owner for a Lot that was recorded prior to the date any such Assessment becomes delinquent under the provisions of this Declaration. Each Mortgagee of a mortgage encumbering a Lot for which the liens of this Declaration shall be subordinate and who obtains title to such Lot pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid Assessments or other charges subject to lien against such Lot to the extent accruing prior to the time such holder acquired title to such Lot. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for Assessments or other charges.

ARTICLE VII EASEMENTS

Section 7.1. **Plat Easements, Dedications and Restrictions.** All dedications, limitations, restrictions, and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property.

Section 7.2. **Easements.** Each Owner accepts a deed conveying title to a Lot, subject to the Easements granted and reserved, as applicable, in this Section 7.2, which Easements (and all rights and obligations related to such Easements arising on or after the date of any transfer) shall run with the Property.

(a) **Access Easement.** Declarant hereby reserves and grants to the Association, its members, licensees, invitees, lessees, successors and assigns, a perpetual, assignable and non-exclusive access easement over, on and across the Property and each portion thereof to (i) exercise any right held by the Association under this Declaration or any other Governing Document and (ii) perform any obligation imposed upon the Association by this Declaration or any other Governing Document. Notwithstanding the foregoing, no Person shall enter upon any Lot without reasonable prior written notice to the Owner of the Lot, except in cases of emergency.

(b) **Common Area Easement.** Subject to the provisions of this Declaration and the power of the Association to regulate the use of, and convey or encumber the Common Area as set forth in the Governing Documents, each Owner, and such Owner's Designees and Invitees shall have a nonexclusive easement over, upon, across and with respect to any Common Area as appropriate and necessary (i) for access, ingress and egress

to the Lot of such Owner, Designee, or Invitee and (i) to use the Common Area for such other purposes permitted under the Governing Documents.

(c) Drainage Easement. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Control Committee thereon require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements described in this Declaration or shown on a Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Control Committee. Declarant hereby reserves and grants a perpetual, assignable and non-exclusive drainage easement over, on and across the Drainage Facilities for its own benefit and for the benefit of each Lot (that is an intended beneficiary of such Drainage Facilities), the Property, the Owners and the Association for: (i) the use of the Drainage Facilities, and the ingress and egress to a Lot to access the Drainage Facilities, provided no other reasonable means of access exists; and (ii) maintenance, repair, replacement of and removal of obstructions or other matter adversely affecting the Drainage Facilities and drainage systems (including ingress and egress therefrom). Notwithstanding the foregoing, no person shall enter upon any Lot without reasonable prior written notice to the Owner of the Lot, except in cases of emergency.

(d) Systems and Services Easement. Declarant hereby reserves and grants a perpetual, assignable and non-exclusive drainage easement upon, across, over, and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to, water, gas, telephone, and electric lines and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this Section, no electrical lines, water lines, or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Control Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on a Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

(e) Easements Strictly Limited. The Easements are for the benefit of Declarant, the Association, the Architectural Control Committee, Owners and certain Designees only. THE EXERCISE OF ANY EASEMENT RESERVED IN THIS SECTION 7.2 SHALL NOT EXTEND TO PERMITTING ENTRY INTO ANY RESIDENCE CONSTRUCTED ON ANY LOT.

(f) Certain Exceptions. None of the Easements reserved or granted in this Section 7.2 shall be used in a manner which materially adversely affects the structural integrity of any Improvements. Use and availability of any facilities or areas covered by the Easements are subject to the Governing Documents.

Section 7.3. Power to Grant Easements. Declarant, during the Declarant Control Period, and the Association thereafter (to the extent permitted by the Act) shall have the power to grant access, utility, drainage, water facility and any other easements in, on, over or under the Common Areas for any lawful purpose, including without limitation, the provision of emergency services, utilities (including water, sanitary sewer, storm sewer, gas, and other energy services), telephone, cable television, fiber optic, and other telecommunication services, and other uses or services to one or more of the Owners. If an Owner requires an easement across any portion of the Common Areas from the Association and has obtained prior written approval from the Association for such easement, the requesting Owner shall be responsible for all costs and expenses incurred by the Association regarding the creation of such easement and shall promptly reimburse the Association such amounts.

Section 7.4. Mineral Interests. Some or all of the Property is subject to acquisition, reservation or conveyance of oil, gas and mineral rights pursuant to certain deeds and leases (the "Mineral Interests") recorded in

the Real Property Records of the County prior to the date of this Declaration which include rights to all oil, gas or minerals lying in, on or under the Property, easements related to exploration, drilling, producing and transporting such oil, gas or minerals and certain surface rights of ingress and egress. These Mineral Interests are superior rights in the Property and are not affected by any provision to the contrary in this Declaration. Each Owner, by accepting title to or interest in a Lot, acknowledges the existence of the Mineral Interests and the attendant rights in favor of the owner of such Mineral Interests.

ARTICLE VIII MAINTENANCE RESPONSIBILITIES

Section 8.1. Maintenance.

(a) **Maintenance of Lots.** All maintenance, repairs and replacements of, in or to any Lot or Improvements thereon, ordinary or extraordinary, foreseen or unforeseen, shall be performed by the Owner of such Lot or Improvements in accordance with the Maintenance Standard and Architectural Guidelines.

(b) **Maintenance of Common Areas.** Except as otherwise provided in the Governing Documents or as otherwise maintained by a district described herein, the Common Areas shall be maintained by the Association, the cost and expense of which shall constitute a Common Expense and shall be payable as a Common Expense, as set forth in this Declaration. Nothing in this Declaration shall be deemed or construed as relieving any Owner from liability or responsibility for damage to the Common Areas caused by the negligence or misconduct of an Owner, Occupant or an Owner's Designees.

(c) **Maintenance of Easements.** Except as expressly provided in Section 7.2 of this Declaration, all maintenance, repairs and replacements of, in or to any Easement Area, ordinary or extraordinary, foreseen or unforeseen, shall be performed by the Owner of each Lot in which the Easement Area is located and in accordance with the Maintenance Standard. If the Easement Area is located in a Common Area, then all maintenance, repairs and replacements of, in or to any Easement Area, ordinary or extraordinary, foreseen or unforeseen, shall be performed by the Association and shall be payable as a Common Expense, as set forth in this Declaration.

Section 8.2. Owner Failure to Maintain. If any Owner fails or neglects to maintain, repair or clean any portion of its Lot or certain Improvements thereon, as required to be maintained by such Owner pursuant to the Governing Documents and by Section 8.1 of this Declaration, and such failure or neglect continues for an unreasonable time period in light of the surrounding circumstances as may be determined on a case by case basis by the Association, after Owner's receipt of written notice of such neglect or failure from the Association, then the Association may, but shall not be obligated to, enter the Lot, and take appropriate steps to perform, or cause to be performed, the maintenance obligations of the Owner required by this Declaration. The defaulting Owner shall, upon demand, reimburse the Association for performing such required maintenance and all costs and expenses incurred in the exercise of its rights pursuant to this Section 8.2 or as otherwise set forth in this Declaration.

Section 8.3. Disputes. Any Dispute arising among any or all of the Owners or the Association as to the proper Person to bear a maintenance cost or expense shall be resolved in accordance with the provisions of Article XIV of this Declaration.

ARTICLE IX INSURANCE

Section 9.1. **Requirements.** Unless otherwise determined by Declarant or the Board, all insurance coverage required of the Association pursuant to this Article IX or purchased at the election of the Association shall:

(a) be in such form and issued by responsible insurance companies licensed to do business in the State and shall be rated by Best's Insurance Guide (or any successor publication of comparable standing) as "A-,VI" or better;

(b) be carried in a blanket form naming Declarant, the Association, the Board, and its respective officers and directors and employees of the Association as insureds;

(c) provide that insurance trust agreements shall be recognized.

Section 9.2. **Insurance by the Association.** The Association shall maintain in force and pay the premium for a policy providing comprehensive public liability insurance for the benefit of the Association and its Members. The coverage limits under such policy shall be in amounts reasonably determined by the Board in accordance with the Governing Documents. Coverage under such policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas, and legal liability arising out of lawsuits related to operation of the Association. Additional coverages under such policy shall include protection against such other risks as are customarily covered with respect to homeowners associations of communities similar to the Association's community. Such policy shall, by its terms, provide for "severability of interest" or shall contain a specific endorsement to preclude the insurer's denial of an Owner's claim because of the negligent acts of the management company, Association or any Member thereof. Unless indicated otherwise, the premiums for all insurance coverages maintained by the Association pursuant to this Section 9.2 shall constitute a Common Expense, and shall be payable by the Association.

Section 9.3. **Insurance by Residence Owners.** An Owner shall be responsible for obtaining and maintaining at such Owner's sole cost and expense insurance policies covering: (a) 100% of replacement cost of all improvements, additions and betterments made upon such Owner's Lot or in such other amounts established by the Board in accordance with the Governing Documents and (b) any other insurance required by any Mortgagee or other lender in relation to such Owner's Lot. Nothing in this Declaration shall be deemed or construed as prohibiting an Owner, at its sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverages as such Owner may deem necessary or appropriate. Nothing in this Section 9.3 shall be construed to require the Association to monitor the existence or adequacy of insurance coverages on any Lots. The Association will not be required to maintain insurance on the Improvements constructed upon any Lot.

Section 9.4. **Association as Insurance Trustee for the Owners.** By acceptance of a deed to a Lot, each Owner shall be deemed to have irrevocably appointed the Association as the Insurance Trustee on insurance policies obtained by the Association (whether the Association is identified as such in a policy). All property insurance policies required to be obtained by the Association as described in Section 9.2 of this Declaration may be issued in the name of the Association as Insurance Trustee for the property covered under such policies. Loss payable provisions shall be in favor of the Insurance Trustee as a trustee for the Association. The Insurance Trustee shall not be liable for the payment of premiums, nor the renewal or sufficiency of policies, except those policies required to be purchased and maintained by the Association pursuant to Section 9.2 of this Declaration and the Bylaws. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold or

properly dispose of the same in trust for the benefit of the Owners and Declarant in accordance with the terms of the Governing Documents.

Section 9.5. **Other.** Neither the Association, Board, Declarant, any Owner nor each of their respective Affiliates shall be liable for failure to obtain any insurance coverage required by the Governing Documents or for any loss or damage resulting from such failure, if such failure is a result of such insurance coverage not being reasonably available.

ARTICLE X CASUALTY AND CONDEMNATION

Section 10.1. **Casualty.** If any Improvements located on any Lot are damaged or destroyed by fire or other casualty, the Owner of such Lot must, within a reasonable period of time, either (a) repair, restore and rebuild such Improvements (and any damage to Improvements not on the Lot caused by such fire or other casualty) in accordance with Plans approved by the Architectural Control Committee as provided in the Governing Documents; or (b) raze all of the damaged Improvements on the Lot, clear the Lot of all debris resulting from such razing, and seed or sod the Lot with grass.

Section 10.2. **General Condemnation Provisions.** If all or any part of the Common Area is subject to a Taking, the Association will be the exclusive representative of the Owners. The expense of participation in such proceedings by the Association shall be a Common Expense. The Association is specifically authorized to obtain and pay for assistance from attorneys, appraisers, architects, engineers, expert witnesses and other Persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to condemnation proceedings. The cost of any restoration or repair of the Common Area following a partial Taking shall be Common Expense.

ARTICLE XI DEVELOPMENT RIGHTS

Section 11.1. **Development Rights.** In accordance with and only if permitted by the Act, Declarant reserves for itself during the Declarant Control Period in accordance with the Governing Documents, the following Development Rights to: (a) add real property to the Property as Annexed Property and designate or restrict uses on any portion thereof; (b) designate or create additional Lots and Common Areas, and to convert Lots owned by Declarant into Common Areas; (c) subject portions of the Property owned by Declarant to Supplemental Declarations, as Declarant may determine; (d) whether by Plat or otherwise, relocate boundaries between adjoining Lots owned by Declarant, enlarge or reduce Lots owned by Declarant, enlarge or reduce the Common Areas, reduce or diminish the size of portions of the Common Areas, split, combine, divide or subdivide Lots owned by Declarant and change set back requirements; (e) establish specifications for construction of all Improvements, amend such specifications and complete or make Improvements on Lots owned by Declarant or construct Improvements on Common Areas; (f) create and use and permit others to use the Easements or any other easements pursuant to the Governing Documents; (g) merge or consolidate the Association with any other owner association within the Property; (h) amend this Declaration, maps or Plats in connection with the exercise of any Development Right; (i) change the permitted use of any portion of the Property that is owned by Declarant; (j) make amendments to the Governing Documents; (k) market, promote, sponsor marketing events, erect and maintain signs and advertising in the Common Areas and other portions of the Property owned by Declarant or on Lots owned by Declarant or Builders; (l) maintain construction, sales, and management offices, signs advertising the Property, Lots and models, and to conduct general sales from such offices; (m) establish in the Common Areas, from time to time, by dedication or otherwise, public and private streets and utilities and other easements

for purposes including public access, private access, paths, walkways, drainage, recreation areas, parking areas, and to create other reservations, exceptions and exclusions; (n) construct, in a way that does not materially adversely affect the development plans of any Owner, underground utility lines, pipes, wires, ducts and conduits, storm drains, detention ponds, and other facilities for the purpose of furnishing services to the Property; (o) approve or disapprove, during the Declarant Control Period, the recordation of any declaration; (p) appoint or remove any Architectural Control Committee member during the Declarant Control Period in accordance with Section 12.3 of this Declaration and create subcommittees and appoint members to such subcommittees of the Architectural Control Committee; (q) record an instrument surrendering a Development Right, or withdraw or de-annex a portion of the Property in accordance with this Declaration from the Property by recording in the Real Property Records a document evidencing such surrender, withdrawal or de-annexation of any portion of the Property; and (r) exercise any additional reserved right created by any other provision of the Governing Documents and any other right granted to Declarant by the Governing Documents.

Section 11.2. Annexation of Additional Property.

(a) Manner of Annexation. At any time after the date this Declaration is recorded in the Real Property Records, until the expiration of the Declarant Control Period, Declarant may with the consent of the owner of the portion of the Annexed Property to be annexed, if applicable, add Annexed Property to the Property by way of a Supplemental Declaration and make such Annexed Property subject to the Governing Documents. Declarant may subject any Annexed Property to all or any portion of this Declaration, to replat the Property and such Annexed Property as Declarant desires, and to create additional Lots and Common Areas from or out of such Annexed Property.

(b) Effectiveness and Applicability of Provisions of Supplemental Declaration. Effective upon the recording of a Supplemental Declaration in the Real Property Records, or as otherwise stated in such Supplemental Declaration: (i) the covenants and restrictions contained in this Declaration and the Governing Documents shall automatically, and without further action by any Person, apply to Annexed Property in the same manner that such covenants and restrictions apply to all other portions of the Property; and (ii) any lien arising from ownership or construction upon Annexed Property shall affect only such Annexed Property and Improvements located thereon.

Section 11.3. Withdrawal of Real Property. Declarant may, at any time and from time to time, withdraw any portion of Property from the burden of this Declaration and the jurisdiction of the Association for any reason. Such withdrawal shall be accomplished by the execution, acknowledgment and recordation of a written notice of withdrawal (the "Withdrawal Notice") in the Real Property Records. The Withdrawal Notice shall: (a) be executed and acknowledged by Declarant and the Owner of the portion of the Property to be withdrawn without the necessity of the joinder or consent of any other Person; (b) contain an adequate legal description of the portion of the Property to be withdrawn; and (c) contain a statement and declaration that the portion of the Property withdrawn shall no longer be burdened by this this Declaration and shall no longer be subject to the jurisdiction of the Association. The withdrawal shall be effective upon recordation of the Withdrawal Notice in the Real Property Records of the County. Nothing in this Section 11.3 shall be interpreted to prohibit later annexation of any withdrawn Property.

Section 11.4. No Approval Required for Exercise of Development Rights. No approval of any Owner or its Mortgagee shall be required for the exercise of any Development Right. Declarant may exercise any Development Right on all or any portion of the Property and in whatever order determined by Declarant. Declarant shall not be obligated to exercise any Development Right or to expand the Property beyond the number of Lots initially submitted. The exercise of any Development Right as to some portion of the Property shall not obligate the Declarant to exercise any Development Right as to other portions of the Property. No provision of this Declaration shall be construed to prevent or limit Declarant's right, and Declarant expressly reserves the right,

to complete the development of the Property within the boundaries of the Property and to construct or alter Improvements on any Property owned by Declarant within the Property.

Section 11.5. **Zoning.** No Owner other than Declarant may apply for any change in the zoning of any portion of the Property without Declarant's prior written approval. Each Owner shall fully cooperate with Declarant in executing all documents, providing all information, and taking or refraining from taking any action as may be necessary or appropriate to effectuate any zoning change requested by Declarant. Any costs and expenses incurred by Declarant or the Architectural Control Committee relating to the obtainment of a zoning change on behalf of an Owner shall be reimbursed by such Owner.

Section 11.6. **Rights Transferable.** Rights created or reserved under Article XI of this Declaration for the benefit of Declarant may be transferred to any Person by an instrument executed by Declarant and the transferee describing the rights transferred and recorded in the Real Property Records.

ARTICLE XII DEVELOPMENT CONTROL

Section 12.1. **Required Approval.** The Plans for initial construction of any Improvements on a Lot must first be submitted to and approved in writing by the Architectural Control Committee prior to the commencement of any work on such Improvements. Changes to the exterior of any building (after initial installation or construction) on a Lot that meet the following criteria must first be submitted in writing to and approved in writing by the Architectural Control Committee: (a) any addition to the exterior of an Improvement; (b) a change or alteration to the architectural style and character of an Improvement including the exterior appearance, finish material, color or texture; (c) any addition of an accessory or additional structure on a Lot; (d) any change that results in a substantial change to the roof plane or lines of an Improvement; (e) demolition or destruction by voluntary action of any Improvement; (f) installation or modification of any landscaping or fencing; or (g) any grading, excavation, filling or similar disturbance to the surface of any portion of a Lot including change of grade, change of ground level, or change of drainage pattern. The Architectural Control Committee may require other information be submitted with applications as further described in the Architectural Guidelines. Any Owner of a Lot, excluding Declarant, shall not be permitted to divide or sub-divide such Owner's Lot, nor convey any easements or other interests in the Lot less than in their entirety without the prior written approval of the Architectural Control Committee.

Section 12.2. **Establishment of the Architectural Control Committee.** The Architectural Control Committee shall be established by Declarant, and may initially consist of up to five members appointed by Declarant. Declarant shall have the continuing right to appoint and remove all members of the Architectural Control Committee during the Declarant Control Period. The Board shall have the right to appoint and remove members of the Architectural Control Committee upon the expiration or termination of the Declarant Control Period. Members of Architectural Control Committee after the expiration or termination of the Declarant Control Period shall serve for a term as may be designated by the Board or until resignation or removal by the Board. After the Declarant Control Period, the Board may, at any time and from time to time change the authorized number of members of the Architectural Control Committee, but at no time shall the number of members of the Architectural Control Committee be less than three. A majority of the Architectural Control Committee shall constitute a quorum of the Architectural Control Committee, and a vote of the majority of the Architectural Control Committee members present at any meeting where a quorum is present shall be required for the Architectural Control Committee action. Declarant may, from time to time, during the Declarant Control Period, adopt, promulgate, amend or otherwise revise the Architectural Guidelines, or any other standards, rules, regulations and procedures governing development control of the Property for the purposes of (a) further enhancing, defining, or interpreting which items or Improvements are covered by Article XII of this Declaration;

and (b) providing for changes in technology, industry standards, style, materials, safety issues, consistency with updated building codes or Legal Requirements, or for any other reason that Declarant deems to be proper, necessary or in the best interests of the Property; provided that neither Declarant nor the Architectural Control Committee in its review or approval of any matter, shall be deemed to be giving any opinion, warranty or representation as to compliance with any of the matters set forth in this Subsection 12.2, the Declaration or any other Governing Document.

Section 12.3. **Delegation of Control.** The Architectural Control Committee shall have the right, subject to the prior written approval by Declarant during the Declarant Control Period, to delegate its rights and obligations under Article XII of this Declaration to any subcommittee of the Architectural Control Committee. Any such delegation may be revoked by the Architectural Control Committee, at any time.

Section 12.4. **Architectural Guidelines.** After the Declarant Control Period, the Board may adopt Architectural Guidelines from time to time. The Architectural Guidelines shall not be inconsistent with the provisions of the Governing Documents, as both may be amended and if there are any inconsistencies, the provisions of the documents shall control in the order that is set forth for the Governing Documents in Section 2.4 of this Declaration.

Section 12.5. **Reply and Communication.** The Architectural Control Committee shall respond to applications made in accordance with this Article XII within the time periods and in the manner as set forth in the Architectural Guidelines. All communications and submittals shall be addressed to the Architectural Control Committee in writing at such address as the Architectural Control Committee may designate in the Architectural Guidelines. Any approvals granted by the Architectural Control Committee, or its designees, shall be granted solely for the benefit of the applicant only with respect to its application and shall not be construed as an approval for any other Person, Owner or Occupant planning to perform the same or similar type construction, architectural change or other improvement for which an application would be necessary pursuant to this Declaration and the Architectural Guidelines.

Section 12.6. **Variances.** The Architectural Control Committee may grant variances or adjustments from the Architectural Guidelines or from any conditions and restrictions imposed by this Article XII pursuant to variance criteria established by the Architectural Control Committee and as may be set forth in the Architectural Guidelines.

Section 12.7. **Appeal Rights of Owners.** If any request by an Owner under the provisions of this Article XII is disapproved by the Architectural Control Committee, then the applicant shall have the right of appeal to the Board. In considering the appeal, the Board can overturn the Architectural Control Committee's decision if the Board determines, in its sole discretion that the Architectural Control Committee abused its discretion or acted in an arbitrary or capricious manner. Notwithstanding the foregoing, and during the Declarant Control Period, the Board, in its sole discretion, may overturn the Architectural Control Committee's decision of disapproval for any reason whatsoever.

Section 12.8. **No Deemed Waivers.** No action or failure to act by Declarant, the Architectural Control Committee or by the Board shall constitute a waiver or estoppel with respect to any future action by the Architectural Control Committee or the Board, with respect to any Improvement to a Lot. Specifically, the approval by the Architectural Control Committee of any Improvement to a Lot shall not be deemed a waiver of any right or an estoppel to withholding approval for any similar Improvement to another Lot or any similar proposals, plans, specifications or other materials submitted with respect to any other improvement to another Lot.

Section 12.9. **Limitation on Liability.** Declarant, the Architectural Control Committee and the members thereof, as well as any designee of the Architectural Control Committee designated to act on its behalf,

shall not be liable in damages to any Owner or Person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within the jurisdiction of the Architectural Control Committee under the Governing Documents. Declarant and the Architectural Control Committee shall not be responsible for structural, engineering or any other defects resulting from Plans approved or for violations of any building or zoning code or other land use regulations or Legal Requirements, and any Claim against an Indemnified Party in connection therewith shall be subject to indemnification under and pursuant to the provisions of Section 15.14 of this Declaration.

Section 12.10. Records. The Architectural Control Committee shall or shall cause the Manager to maintain records, electronic or written, of all applications submitted to it and of all actions taken by it with respect thereto in accordance with the record retention, inspection, production and copying policy adopted by the Board. Such records shall be open and available for inspection by any Owner pursuant to such policy and in accordance with the Act.

Section 12.11. Enforcement of Article XII of this Declaration.

(a) Nonconforming Improvements. Any Improvement to a Lot made in violation of Article XII of this Declaration or of the Architectural Guidelines shall be deemed to be nonconforming. Should the Architectural Control Committee determine that any Improvement has been made without approval or was not made in substantial compliance with the description and materials furnished, and any conditions imposed, or was not completed with due diligence, the Architectural Control Committee, acting on behalf of the Association, shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary in a specific time period to remedy the noncompliance. Upon receipt of any such notice, the Owner of the Lot upon which such Improvement has been made shall, at such Owner's own cost and expense, remove such structure or Improvement and restore the Lot to substantially the same condition as existed prior to the nonconforming Improvement. Should the Owner fail to take such action within the time specified in the notice of noncompliance, the Association shall have the right to record a copy of such notice of noncompliance in the Real Property Records. Further, the Association shall have the right, but not the obligation, to enter the Lot, correct or remove the Improvement that constitutes the violation, and restore the Lot to substantially the same condition as the Lot previously existed. All costs, together with interest at the Past Due Rate, may be assessed against the benefited Lot and collected as an Assessment. The provisions of this Section 12.12 are in addition to all other legal and equitable remedies available to the Association.

(b) Additional Remedies. In addition to the enforcement rights of the Association otherwise set forth in of this Declaration and Subsection 12.11(a), the Association shall have the right, but not the obligation, to institute, maintain and prosecute proceedings at law or in equity against any Person violating or attempting to violate any of the terms and provisions of Article XII of this Declaration. In any action instituted or maintained under Article XII of this Declaration, the Association, shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by a court. Failure of the Association or the Architectural Control Committee to enforce any covenant, condition or restriction contained in the Governing Documents shall not be deemed a waiver of the Association or the Architectural Control Committee's right to do so thereafter.

Section 12.12. Obtaining Governmental Approvals. Prior to commencement of construction of any Improvements, an Owner shall obtain all required Governmental Approvals in order for the Owner to construct, operate and maintain the Improvements.

ARTICLE XIII PROPERTY ROADS

The FWSD Districts shall be solely responsible for the management and operation of the Property Roads. The Association shall have the right to temporarily close off portions of the Property Roads for commercial uses and for events, activities and functions approved by the Association. Declarant, the Association and the Board and its members shall not be liable to any extent whatsoever to any Person or Owner for any defect in or structural issue with the Property Roads or for any failure with respect to performance of management, operations, and other duties concerning the Property Roads, and any Claim in connection therewith against an Indemnified Party shall be the subject of indemnification under Section 15.15 of this Declaration.

ARTICLE XIV MATTERS FOR MEDIATION AND ARBITRATION

Section 14.1. **Mediation.** All Disputes, except those relating to equitable remedies, which are not resolved within 15 days after same have arisen (unless such greater time is provided elsewhere in the Governing Documents) shall be submitted for, or determined by, non-binding mediation as a condition precedent to arbitration. Mediation of any Dispute shall be initiated by any Owner making a written demand therefore to the other Owner or Owners involved in such Dispute and the Association. With respect to such mediation, the parties shall, within ten days after delivery of such written notice to the Association, agree upon a mediator who is: (a) a reputable Person actively engaged in the commercial real estate industry for a continuous period of not less than ten years; and (b) is in no way affiliated, or has had material business dealings with any Owner. If the parties are unable to agree upon a mediator, a mediator having the qualifications set forth in this Section 14.1 shall be appointed by the American Arbitration Association office in the County. Such mediation shall occur within 30 days after the mediator has been agreed upon or appointed and shall occur at a mutually acceptable location in as determined by the parties. The costs of such mediation services shall be shared equally (but each party shall bear the cost of their own travel and attorneys' fees); provided, however, that if the Dispute is not resolved pursuant to such mediation, the provisions of Section 14.2 of this Declaration shall govern the payment of attorneys' fees and costs and expenses of mediation and arbitration.

Section 14.2. **Final Offer Arbitration.** If the parties reach an impasse at mediation, as determined by the mediator in the mediator's sole and absolute discretion, and are unable to resolve any Dispute, any party to the Dispute may initiate binding arbitration (as the exclusive remedy with respect to a Dispute under this Declaration) by making a written demand therefor to the other parties involved in such Dispute no later than 30 days after the mediator declares that the parties have reached an impasse at mediation. The parties agree to select a single impartial arbitrator from a list taken from the American Arbitration Association within 15 days of submitting the Dispute to arbitration, and if they cannot agree on an arbitrator, each party shall select an individual and those two so selected shall then select the single impartial arbitrator who shall thereafter serve as arbitrator with respect to the Dispute. The issues in dispute shall be submitted as "baseball" or final-offer arbitration, whereby each party shall submit what it deems to be its most reasonable position to the arbitrator and the arbitrator shall select one of those two positions. The arbitrator shall have no discretion to select or award a position other than to select one of those submitted by the parties. To the extent rules governing arbitration are deemed necessary by the arbitrator (or by agreement of the parties), the current rules applicable to such arbitration promulgated by the American Arbitration Association shall apply. The decision of the arbitrator shall be rendered no later than ten days from the initiation of the arbitration procedure. The parties may resort to any court of competent jurisdiction for enforcement of, or any other action relating to, the arbitrator's award. The party or parties whose position is not selected or awarded shall be responsible for all attorneys' fees, costs and expenses (incurred in connection with the mediation and arbitration of a Dispute under Article XIV of this Declaration) of the party whose position is selected or awarded for the arbitration of the Dispute under Article XIV.

Section 14.3. **General.** With respect to any Dispute it is agreed that the dispute resolution provisions of Article XIV of this Declaration shall be the sole remedy of the parties involved in such Dispute. Notwithstanding any other provisions of this Declaration, the foregoing agreement to arbitrate and other agreements to arbitrate with an additional Person duly consented to by the parties shall be specifically enforceable under prevailing arbitration law in any court having jurisdiction thereof. The foregoing agreement to arbitrate shall not constitute any agreement or consent to arbitration of any dispute, Claim, controversy or matter that does not constitute a Dispute, as applicable. The foregoing agreement to arbitrate any Dispute shall not constitute any agreement or consent to arbitration with any Person not named or described in this Declaration; provided that any arbitration proceeding initiated under the terms of Section 14.2 of this Declaration may, at the request of any party, be joined or consolidated with other arbitration proceedings involving additional parties if the Dispute and the subject of such other proceedings arise out of common or interrelated factual occurrences. Any award of the arbitrator shall be final and binding upon the parties involved in the Dispute and such Mortgagees and non-appealable judgment thereon may be entered by any court having jurisdiction.

ARTICLE XV GENERAL PROVISIONS

Section 15.1. **Remedies Cumulative.** Each remedy provided under the Governing Documents is cumulative and nonexclusive.

Section 15.2. **Severability.** Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or any other provision in the Governing Documents or the application thereof to any Person or circumstances is held invalid, unenforceable and not in compliance with the Legal Requirements, such the invalidity, unenforceability or non-compliance shall not affect other provisions in or applications of this Declaration and the Governing Documents.

Section 15.3. **Term of Declaration.** The covenants and restrictions of this Declaration shall run with the land and bind the Property in perpetuity.

Section 15.4. **Amendment of Declaration by Declarant.** Pursuant to Declarant exercising any Development Right or for any other reason whatsoever and until the termination or expiration of the Declarant Control Period, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration or the other Governing Documents, may be amended by Declarant (without the necessity of the joinder or consent of any other Person) in accordance with the Act by the recordation in the Real Property Records of a written instrument executed by Declarant setting forth such amendment. Each deed, security interest, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and an approval of the reservation of and the power of Declarant to make, execute and record an amendment pursuant to Section 15.4. During the Declarant Control Period, Declarant, without a vote of the Owners or approval by the Mortgagees or the Association, may amend the Governing Documents in any manner necessary to meet the requirements of the Federal National Mortgage Association, the Federal National Home Loan Mortgage Corporation, the Federal Housing Administration or the Veterans Administration or the Act (as may be amended).

Section 15.5. **Amendment of Declaration by Owners.** After the Declarant Control Period has terminated or expired, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, repealed, added to, or changed from time to time by an amendment upon the vote of 67% of the votes entitled to be cast at a duly called meeting of the Members at which a quorum is present. Any such amendment shall be effective upon the recording thereof in the Real Property Records, which shall contain a certification that the amendment has been approved as set forth in this Section 15.5.

Section 15.6. **Required Approval of Declarant to Amendment.** Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration reserving Development Rights or for the benefit of Declarant, or its assignees, shall not be effective unless Declarant, and its assignees, if any, have given written approval to such amendment, which approval may be evidenced by the execution by Declarant or its assignees of any certificate of amendment. The foregoing requirement for approval of any amendment shall terminate upon the termination or expiration of the Declarant Control Period.

Section 15.7. **No Public Dedication.** Nothing in this Declaration shall be deemed to be a gift or dedication of any portion of the Property, or of any Lot to the general public or for any public use or purpose whatsoever, it being the intent that this Declaration be strictly limited to and for the purposes expressed in this Declaration for the development, maintenance and operation of a private real estate development on private property solely for the benefit of the Owners, except that certain easements, rights-of-way, streets, water facilities and similar utilities and improvements of the Property may be dedicated by Plat or by separate documents.

Section 15.8. **Notices.** All notices or other communications required or permitted to be given pursuant to this Declaration shall be in writing and shall be considered as properly given if: (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested to the addressee, (b) delivered in person by to the addressee, (c) delivered by an independent third party commercial delivery service for same day or next day delivery which provides evidence of receipt of such delivery the addressee or (d) by telefacsimile to the addressee. Notice mailed shall be effective upon its deposit with the United States Postal Service; notice sent a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by telefacsimile shall be effective upon receipt of confirmation the telefacsimilie was successfully sent to the addressee. For purposes of notice, the addresses of Declarant and the Association shall be as set forth below and the address of each Owner shall be the address of the Lot unless an alternate address is provided by an Owner to the Association pursuant to this Section 15.8. Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of 30 days written notice to the Association in the manner set forth herein:

Declarant:	Harvest Phase I, LLC c/o Hillwood Development Company, LLC 3090 Olive Street, Suite 300 Dallas, Texas 75219 Attention: General Counsel
Association:	Harvest Residential Community Association, Inc. c/o Hillwood Development Company, LLC 3090 Olive Street, Suite 300 Dallas, Texas 75219 Attn: General Counsel

Section 15.9. **Interpretation.** Declarant shall have the right, power and authority to determine all questions arising under or in connection with the Governing Documents and to reasonably construe and interpret its provisions in accordance with the laws of the State and the laws of the United States applicable to transactions in the State. Any such determination, construction or interpretation made by Declarant shall be binding on the Owners. In all cases, the provisions set forth or provided for in the Governing Documents shall be construed together and given that interpretation or construction which, in the reasonable opinion of Declarant, shall best effect its general plan of development as reflected herein in accordance with the laws of the State and the laws of the United States applicable to Declarant. The provisions of the Governing Documents shall be liberally

interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. Uses of the word "including" shall be deemed to be followed by the words "without limitation."

Section 15.10. **No Representations or Warranties.** No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its Affiliates, in connection with any portion of the Property, its physical condition, the Legal Requirements, fitness for intended use, or in connection with the development, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof.

Section 15.11. **Singular Includes the Plural.** Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 15.12. **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article of this Declaration.

Section 15.13. **Governing Law; Venue.** This Declaration shall be construed and governed under the laws of the State. Venue for any lawsuit arising out of the Governing Documents, whether directly or indirectly, shall be in the County.

Section 15.14. **INDEMNIFICATION.**

(a) **GENERAL.** EACH OWNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DECLARANT, THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE, THE BOARD AND EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM ANY AND ALL CLAIMS OF ANY NATURE THAT ARISE AS THE RESULT OF OR ARE CAUSED BY (i) SUCH OWNER'S (OR THE OCCUPANT OF SUCH OWNER'S LOT OR IMPROVEMENTS THEREON) NON-COMPLIANCE WITH ANY OF THE PROVISIONS OF THE GOVERNING DOCUMENTS, OR (ii) ANY ACT OR OMISSION OF SUCH OWNER (OR THE OCCUPANT OF SUCH OWNER'S LOT OR IMPROVEMENTS THEREON).

(b) **PLAN REVIEW.** NO OWNER SUBMITTING PLANS TO AN INDEMNIFIED PARTY PURSUANT TO THE GOVERNING DOCUMENTS, BY DISSEMINATION OF THE SAME, AND NO OWNER, BY ACQUIRING TITLE TO A LOT, SHALL MAKE ANY CLAIMS AGAINST ANY INDEMNIFIED PARTY RELATING TO OR ARISING OUT OF ANY INDEMNIFIED PARTY'S REVIEW OF SUCH SUBMITTED PLANS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO INDEMNIFIED PARTY REVIEWING SUCH PLANS SHALL BE RESPONSIBLE FOR OR SHALL HAVE OBLIGATIONS TO COMMENT ON OR ASSURE COMPLIANCE OF SUCH PLANS FOR STRUCTURAL INTEGRITY AND SAFETY, SOUNDNESS, WORKMANSHIP, MATERIALS, USEFULNESS, CONFORMITY WITH BUILDING OR OTHER CODE REQUIREMENTS OR INDUSTRY STANDARDS OR COMPLIANCE WITH ANY LEGAL REQUIREMENTS. FURTHER, EACH OWNER AGREES TO INDEMNIFY, DEFEND, AND HOLD EACH INDEMNIFIED PARTY HARMLESS FROM ANY APPROVAL OF PLANS OF AN OWNER SUBMITTED UNDER THE GOVERNING DOCUMENTS OR THE CONSTRUCTION OF IMPROVEMENTS ON SUCH OWNER'S LOT.

Section 15.15. **Limitation of Liability.** Neither Declarant, the Association, the Architectural Control Committee, the Board nor any of their respective officers, directors, employees or agents shall be, individually or in combination, liable for Claims of: (a) any Owner or any other Person submitting Plans, proposed uses or variance for approval, by reason of mistake in judgment, negligence, gross negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any Plans, proposed use or variance submitted for approval; (b) an Owner, in connection with any design, engineering or construction

defect associated with any Improvement or building constructed on the Property; (c) an Owner, in connection with the breach or violation of any provision of the Governing Documents by an Owner including the restrictive covenants in the Governing Documents covering the use of such Owner's Lot; (d) an Owner, in connection with: (i) injury or damage to any Person or property caused by the elements or by such Owner or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from or over any portion of the Common Areas or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder; (ii) loss by damage, theft or otherwise of any property that may be stored in or upon any of the Common Areas; or (iii) damage or injury caused in whole or in part by the failure of the Association or any officer, director, employee or agent of the Association to discharge its or their responsibilities under this Section 15.15 of this Declaration (collectively, "Common Area Damage"); or (e) any Claim for breach of representation or warranty, express or implied, by an Owner or any other Person in connection with any portion of the Property, its physical condition, the Legal Requirements, fitness for intended use, or in connection with the development, sale, operation, maintenance, taxes or regulation thereof ("Breach of Representation or Warranty"), unless and except specifically set forth in writing and executed by the Person against whom the Claim is asserted. No Designee of Declarant, the Association, the Architectural Control Committee or the Board shall be liable to any Owner or any of its Designees, for any Claims, except as otherwise expressly set forth in the Governing Documents and such Designee shall be indemnified in accordance with the provisions of the Governing Documents.

THE OWNERS, BY ACCEPTANCE OF A DEED TO THEIR RESPECTIVE LOTS, RELEASE AND FOREVER DISCHARGE DECLARANT, THE ASSOCIATION, THE BOARD AND THE ARCHITECTURAL CONTROL COMMITTEE, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM ALL CLAIMS IN CONNECTION WITH (A) ANY DESIGN, ENGINEERING OR CONSTRUCTION DEFECT ASSOCIATED WITH ANY IMPROVEMENT CONSTRUCTED ON THE PROPERTY; (B) THE BREACH OF ANY PROVISION OF THE GOVERNING DOCUMENTS BY AN OWNER, INCLUDING THE RESTRICTIVE COVENANTS IN THIS DECLARATION COVERING THE USE OF SUCH OWNER'S LOT; (C) ANY BREACH OF REPRESENTATION OR WARRANTY; OR (D) COMMON AREA DAMAGE.

EACH OWNER BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF A LOT HEREBY ACKNOWLEDGES THE PROPERTY IS IN THE VICINITY OF EXPLORING FOR, DRILLING, PRODUCING AND TRANSPORTING (THE "DRILLING ACTIVITIES") OIL, GAS AND OTHER MINERALS (THE "MINERALS"). BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER HEREBY ACKNOWLEDGES AND ACCEPTS THE CONSEQUENCES OF THAT PROXIMITY, INCLUDING THE ANNOYANCES RESULTING FROM THE NOISE, VIBRATION, FUMES, DUST, LUBRICANTS, OTHER PARTICULATE MATTER, LIGHT AND INTERFERENCE WITH SLEEP AND LIVING ASSOCIATED WITH THE DRILLING ACTIVITIES. EACH OWNER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS THAT SUCH OWNER MAY HAVE RELATING TO THE DRILLING ACTIVITIES AGAINST DECLARANT, THE ASSOCIATION, THE BOARD AND EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND ANY AND ALL PERSONS AND ENTITIES (I) OWNING, LEASING, EXPLORING FOR, DEVELOPING, PRODUCING, OR TRANSPORTING THE MINERALS OR (II) OWNING, LEASING OR OPERATING PIPELINES, DRILLING FACILITIES, OR ANCILLARY OPERATIONS ON, UNDER OR IN THE VICINITY OF THE PROPERTY. OWNERS DO NOT OWN THE MINERALS ON, IN OR UNDER THE PROPERTY. THE MINERAL OWNER MAY LEASE, SELL, EXTRACT OR USE THE MINERALS IN, ON OR UNDER THE PROPERTY WITHOUT THE CONSENT OF ANY OWNER OTHER THAN DECLARANT, AS MAY BE APPLICABLE. DRILLING ACTIVITIES WILL NOT OCCUR ON ANY LOT OWNED BY AN OWNER OTHER THAN DECLARANT BUT MINERALS LOCATED UNDER LOTS OWNED BY OWNERS MAY BE EXTRACTED THROUGH DIRECTIONAL DRILLING AND SIMILAR TECHNIQUES.

Section 15.16. **Liability of Owners for Damage.** Each Owner shall be liable to the Association, for any damage to the Common Areas or for any expense or liability incurred by the Association that may be sustained by reason of any act or omission of such Owner or its Occupants or its Designees, and for any violation by such Owner or its Occupants or its Designees, of the Governing Documents. The Association shall have the power to levy and collect an Individual Assessment against an Owner to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of the Governing Documents, including interest and reasonable attorneys' fees, or for any increase in insurance premiums directly attributable to any such damage or violation.

Section 15.17. **Reimbursement of Expenses.** Except as otherwise expressly stated in this Declaration or the other Governing Documents, whenever a sum is due and payable by an Owner to the Association, Architectural Control Committee or Declarant such sum shall be paid within 30 days of an Owner's receipt of notice of such payment. If an Owner fails to make such payment within such 30 day time period, such outstanding amount shall accrue interest at the Past Due Rate. Additionally, such outstanding payment is subject to the rights of the Association contained in Section 6.4 of this Declaration.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, Declarant has duly executed this Declaration on the day and year first above written.

DECLARANT:

HARVEST PHASE I, LLC,
a Texas limited liability company

By: *Angela Mastrosola*
Name: Angela Mastrosola
Title: Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on May 20th, 2013, by Angela Mastrosola
Senior VP of Harvest Phase I, LLC, a Texas limited liability company, on behalf of said limited liability company.

Paige K. Myrlin
Notary Public, State of Texas

List of Exhibits:

Exhibit A - Legal Description of the Property

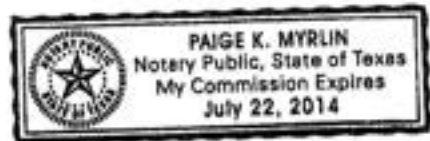


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Tract 1:

BEING a tract of land situated in the Patrick Rock Survey, Abstract Number 1063 City of North Lake, Denton County, Texas and being a portion of those tracts of land described by deed to Belmont 407, LLC, as recorded in Document Number 2011-124875, and Realty Capital Argyle 114, LTD., as recorded in Document Number 2006-81504 Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found at the southwest corner of said Realty Capital Argyle 114, LTD., tract;

THENCE S 83°20'53"W, 21.71 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set at the southeast corner of said Belmont 407, LLC., tract, said iron rod being in the north right-of-way line of Farm to Market 407.

THENCE S 89°35'23"W, 259.47 feet with the south line of said Belmont 407, LLC., tract to the **POINT OF BEGINNING**;

THENCE S 89°35'23"W, 100.00 feet with said south line to a 5/8 inch iron rod stamped "Peloton" set.

THENCE N 00°24'37"W, 112.39 feet departing said south line to a 5/8 inch iron rod stamped "Peloton" set at the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 93.89 feet, through a central angle of 05°07'24", whose radius is 1050.00 feet, the long chord which bears N 02°09'05"E, 93.86 feet;

THENCE N 59°07'31"W, 1421.13 feet to a 5/8 inch iron rod set in the west line of said Belmont 407, LLC., tract, and being in the east line of that tract of land described by deed to June R. Roberts as recorded in Volume 2603, Page 418, said Real Property Records;

THENCE N 00°23'28"W, 1766.52 feet with said west line to a stone, and being the northeast corner of said June Roberts tract;

THENCE S 89°47'01"W, 250.79 feet with June R. Roberts north line to a 5/8 inch iron rod stamped "Peloton" set at the southeast corner of that tract of land described by deed to Paula K. Thompson as recorded in Document Number 2009-147653, said Real Property Records;

THENCE N 00°24'41"W, 1298.47 feet departing June R. Roberts north line, with the east line of said Paula K. Thompson tract to a 5/8 inch iron rod stamped "Peloton" set;

THENCE N 89°35'19"E, 128.00 feet departing said east line to a 5/8 inch iron rod stamped "Peloton" set;

THENCE N 89°39'10"E, 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE N 89°36'32"E, 566.87 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 00°23'28"E, 108.00 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 45°23'28"E, 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 00°23'28"E, 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 44°36'32"W, 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 00°23'28"E, 108.00 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE N 89°36'32"E, 430.08 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 01°17'44"E, 118.01 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE N 89°36'32"E, 110.01 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE N 44°09'24"E, 14.03 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE N 01°17'44"W, 7.72 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE N 88°42'16"E, 60.00 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 01°17'44"E, 20.67 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE N 89°36'32"E, 121.33 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 00°23'28"E, 286.00 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE N 89°36'32"E, 60.00 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 00°23'28"E, 4.00 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 45°23'28"E, 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE N 89°36'32"E, 120.00 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 00°23'28"E, 1205.65 feet to a 5/8 inch iron rod stamped "Peloton" set;

THENCE N 89°36'32"E, 145.06 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 00°23'28"E, 60.00 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 45°23'28"E, 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 00°23'28"E, 227.00 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set, the beginning of a curve to the left;

THENCE with said curve to the left an arc distance of 36.59 feet, through a central angle of 27°13'30", whose radius is 77.00 feet, the long chord which bears S 14°00'13"E, 36.24 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 00°37'23"E, 55.44 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 78°01'33"E, 114.84 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 86°50'43"E, 192.88 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 30°58'59"E, 107.72 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 32°01'12"W, 665.51 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 00°37'23"E, 30.35 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE S 34°22'27"W, 332.65 feet to a 5/8 inch iron rod with plastic cap stamped "Peloton" set, the beginning of a curve to the left;

THENCE with said curve to the left an arc distance of 309.42 feet, , through a central angle of 16°53'03", whose radius is 1050.00 feet, the long chord which bears S 25°55'55"W, 308.30 feet, to a 5/8 inch iron rod with plastic cap stamped " Peloton" set;

THENCE S 72°30'37"E, 100.00 feet to a 5/8 inch iron rod stamped " Peloton" set, the beginning of a curve to the left;

THENCE with said curve to the left, an arc distance of 296.79 feet, , through a central angle of 17°54'00", whose radius is 950.00 feet, the long chord which bears S 08°32'23"W, 295.59 feet to a 5/8 inch iron rod with plastic cap stamped " Peloton" set;

THENCE S 00°24'37"E, 112.39 feet to the **Point of Beginning**, and containing 5,208,008 square feet, or 119.559 acres of land, more or less.

SAVE AND EXCEPT THE FOLLOWING TRACT OF LAND:

A 1.29 tract of land lying within the P. Rock Survey, A-1063 in Denton County, Texas and also being portion of a tract conveyed to E.M. Faught recorded in Volume 306, Page 360, Deed Records of Denton County, Texas. BEGINNING at a 60d nail set and having a NAD 83 State Plane Coordinate of N-70881896, E-2336822.2 and being South 75 degrees 14 minutes 07 seconds West 880.28 feet from a 1/2" steel pin found at the northwest corner Public Memorial Cemetery Road, being an corner corner of a 212.39 acre tract.

THENCE South 89 degrees 29 minutes 37 seconds West a distance of 470.03 feet to a 60d nail set.
THENCE South 00 degrees 00 minutes 21 seconds East a distance of 705.00 feet to a 60d nail set.
THENCE North 89 degrees 29 minutes 37 seconds East a distance of 470.00 feet to a 60d nail set.
THENCE North 00 degrees 00 minutes 01 seconds East a distance of 705.00 feet to the place of beginning.

NAD 83 Grid Bearings and Distances
To convert these grid distances to ground distances multiply by 1.00016

The Surveyor has not investigated or ascertained whether the monuments or markers mentioned in this deed are in existence or have been removed or destroyed.



Tract 2:

Description of 8.891 Acres of Land (Cleveland-Gibbs Additional)

BEING that certain tract of land situated in the in the Patrick Rock Survey, Abstract Number 1063, Town of Northlake, Denton County, Texas and being portions of those tracts of land described by deed to Belmont 407, LLC., as recorded in Instrument Number 2012-130827 (hereinafter called Belmont 407 Tract 1) and Instrument Number 2012-145967 (hereinafter

called Belmont 407 Tract 2) of Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the southeast corner of said Belmont 407 Tract 2, in the called north right-of-way of Farm to Market Road 407 (hereinafter called FM 407);

THENCE with the south line of said Belmont 407 Tract 2 and the called north right-of-way line of said FM 407 the following bearings and distances;

N 88°36'40"W, 81.89 feet;

N 88°10'38"W, 100.00 feet;

N 87°57'40"W, 100.00 feet;

THENCE N 88°48'39"W, 92.03 feet to the **Point of Beginning**;

THENCE N 88°48'39"W, 7.98 feet continuing with said common line;

THENCE N 89°59'57"W, 142.02 feet continuing with said common line;

THENCE N 44°53'14"E, 35.29 feet departing said common line;

THENCE N 00°13'34"W, 52.19 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 694.13 feet, through a central angle of 35°11'43", having a radius of 1130.00 feet, the long chord which bears N 17°22'17"E, 683.27 feet, to the beginning of a curve to the left;

THENCE with said curve to the left, an arc distance of 635.67 feet, through a central angle of 35°21'37", having a radius of 1030.00 feet, the long chord which bears N 17°17'20"E, 625.63 feet;

THENCE N 00°23'28"W, 676.98 feet to the beginning of a curve to the left;

THENCE with said curve to the left, an arc distance of 289.37 feet, through a central angle of 16°05'49", having a radius of 1030.00 feet, the long chord which bears N 08°26'23"W, 288.42 feet;

THENCE N 16°29'17"W, at 417.94 feet the common line between aforementioned Belmont 407 Tract 1 and aforesaid Belmont 407 Tract 2, in all a distance of 671.93 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 317.07 feet, through a central angle of 16°04'36", having a radius of 1130.00 feet, the long chord which bears N 08°26'59"W, 316.03 feet;

THENCE N 00°24'28"W, 124.92 feet;

THENCE S 89°53'25"E, 120.00 feet to the east line of said Belmont 407 tract 1 and being the west line of that tract of land described by deed to Harvest Phase 1, LLC, recorded in instrument Number 2012-122110 of said Real Property Records, Denton County, Texas;

THENCE S 00°24'40"E, 680.82 feet with the east line of said Belmont 407 Tract 1 and the west line of said Harvest Phase 1 tract to the north line of said Belmont 407 Tract 2;

THENCE N 89°47'01"E, 250.79 feet with the west line of said Harvest Phase 1 tract and with the said north line of said Belmont 407 Tract 2, to the northeast corner of said Tract 2;

THENCE S 00°23'28"E, 1766.52 feet continuing with said west line and the east line of said Belmont 407 Tract 2, to the westerly southwest corner of said Harvest Phase 1 Tract;

THENCE N 59°07'03"W, 71.33 feet departing said common line, to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 324.50 feet, through a central angle of 16°27'12", having a radius of 1130.00 feet, the long chord which bears S 26°44'33"W, 323.38 feet to the beginning of a curve to the left;

THENCE with said curve to the left, an arc distance of 632.70 feet, through a central angle of 35°11'43", having a radius of 1030.00 feet, the long chord which bears S 17°22'17"W, 622.80 feet;

THENCE S 00°13'34"E, 52.59 feet;

THENCE S 44°55'23"E, 35.54 feet to the **Point of Beginning** and containing 387,252 square feet or 8.891 acres of land more or less.

CONSENT AND SUBORDINATION

The undersigned, Texas Capital Bank, National Association, a national banking association ("Lienholder"), hereby consents to the filing of the Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community to which this Consent and Subordination is attached to and made a part of (the "Declaration") and, subject to the terms and provisions of this Consent and Subordination, subordinates the lien and security interests of that certain Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement dated as of October 26, 2012, recorded under Document No. 2012-122111 of the Real Property Records of Denton County, Texas as may be modified from time to time (as modified, the "Deed of Trust"), to the Declaration; provided, however, this Consent and Subordination: (i) shall not be construed or operate as a consent and subordination to any amendment to or modification of the Declaration and shall not be construed or operate as a release of the lien and security interests of the Deed of Trust, but shall instead confirm that the lien and security interests of the Deed of Trust shall hereafter be upon and against all applicable portions of the Property subject to the Declaration and made part of the Deed of Trust and (ii) shall not modify or amend the terms and provisions of the Deed of Trust.

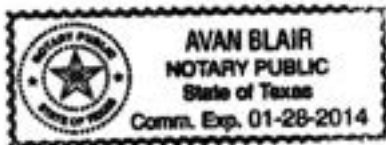
LIENHOLDER:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION,
national banking association

By: Jocelyn Ansley
Name: _____
Title: Jocelyn Ansley
Sr. Vice President

STATE OF TEXAS §
 §
COUNTY OF §

This instrument was acknowledged before me on this 20th day of May, 2013, by Jocelyn Ansley Sr. Vice President of Texas Capital Bank, National Association, on behalf of said bank.



Avon Blair
Notary Public – State of Texas

**ARCHITECTURAL GUIDELINES
OF
HARVEST RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

The following general architectural and design guidelines include rules, guidelines, criteria, standards and procedures regarding the architecture, design, standards, development, planning and construction of Improvements on as well as permitted uses of Lots in the Property, as the same may be amended from time to time (the "Architectural Guidelines"). The Architectural Guidelines have been established by Harvest Phase 1, LLC, a Texas limited liability company (the "Declarant") of that certain Property governed by the Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community recorded as Instrument No. 2013-64277 in the Real Property Records of the County on the same date as these Architectural Guidelines, as may be amended and supplemented ("Declaration") and the criteria, restrictions and provisions set forth herein may be enforced, varied, amended and/or withdrawn by Declarant, the Board of Directors or by the Architectural Control Committee established in accordance with Article XII of this Declaration (the "ACC").

These Architectural Guidelines do not intend to include or have enforced, nor shall the Association, Declarant, Manager, Board of Directors and each of their respective successors, assigns or designees include in the future by amendment or supplement or enforce any provision in these Architectural Guidelines or any other Governing Document that would prohibit or restrict an Owner in any manner in violation of Chapter 202 of the Texas Property Code, entitled Construction and Enforcement of Restrictive Covenants, as amended, including Sections 202.007 and 202.009. Capitalized terms not otherwise defined herein shall have the meaning as set forth in the Declaration.

I. Procedural Matters Regarding Applications to and Approval by the ACC

A. Requirements:

Pursuant to Article XII of the Declaration, Plans for initial construction of any Improvements and changes to the exterior of any building (after initial installation or construction) on a Lot that meet any of the criteria set forth in Section 12.1 of the Declaration must first be submitted to and approved in writing by the ACC. The ACC may require other information be submitted with applications as further described in these Architectural Guidelines.

B. Application Requirements and ACC Approvals:

Submission of Plans:

The ACC may require that applications of Owners be accompanied by payment of a fee for processing of the application, together with (as may be applicable) the plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors showing exterior design, height, materials, colors, location of the proposed and existing Improvements (plotted horizontally and vertically) and a certification letter from the Owner's architect stating that such drawings and plans and specifications conform with the applicable Architectural Guidelines, as well as such other materials and information as may be required by the ACC.

The ACC may require the submission of additional plans, specifications or other information prior to approving or disapproving any change. Until receipt by the ACC of all required materials in connection with the proposed improvement to the Lot, the ACC may postpone review of any materials submitted. Additionally, if the applicant Owner is in default of any covenants,

conditions or restrictions imposed by this Declaration, any review shall be suspended until such default is cured to the satisfaction of the ACC, in its sole discretion.

The ACC shall exercise its reasonable judgment to the end that all renovations, remodels, additions and changes subject to regulation of the ACC shall comply with the requirements of the Declaration and the Architectural Guidelines. The ACC may approve any proposed improvement to the Lot if it deems in its reasonable discretion that the change to the Lot meets the criteria set forth in of the Declaration and the Architectural Guidelines.

Approvals:

Decisions of the ACC shall be conclusive and binding on all interested parties, subject to the right of an Owner to appeal to the Board, as provided in the Declaration. Approval shall be based upon factors including conformity and harmony of exterior appearance of structures with neighboring structures, effective location and use of Improvements on the Lots, preservation of aesthetic appearance, and conformity with the specifications and purposes generally set out in the Declaration and Architectural Guidelines. The ACC may condition its approval of plans and specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving the material submitted. The ACC may consider and review any and all aspects of design, architecture, materials, construction, landscaping including technological advances in such areas

In general, in addition to the Plans (or within the Plans), Owners can anticipate that the following information will be required to be submitted for any application of a proposed improvement:

Size and Location of Improvement - information regarding the size of the improvement, where it will be located on the Lot, size, floor plans and square footage.

Exterior of Improvement – information regarding the architectural style and character of the improvement, including the exterior appearance, finish material, color and any textures as well as landscaping, fencing and exterior lighting plans.

Roof and other Elevations of Improvement – information regarding composition and materials of roof along with roof pitch, slope and roof plane and any other information regarding elevations of the Improvement

Lot Changes - any grading, excavation, filling or similar disturbance to the surface of any portion of the Lot or surrounding Property including change of grade, change of ground level, or change of drainage pattern.

Notwithstanding the foregoing, once the ACC has approved a set of Plans for a certain type of residential Improvement to be constructed on multiple Lots by a Builder, such approval sets forth specific criteria as needed regarding frequency, location and distance between those Lots on which the same residential Improvement will be constructed and the Plans conform with the then applicable Architectural Guidelines, the Builder may proceed with construction of the approved residential Improvement on multiple Lots without having to re-submit Plans for approval each time it initiates construction. Any changes that occur to the approved Plans for a certain type of residential Improvement of the Declaration must be submitted to the ACC for approval.

Approval by Declarant, the ACC or by the Board shall not constitute a waiver or estoppel with respect to any future action by the Declarant, ACC or the Board, with respect to any Improvement to a Lot. Specifically, the approval by the ACC of any Improvement to a Lot shall not be deemed

a waiver of any right or an estoppel to withholding approval for any similar Improvement to another Lot or any similar proposals, plans, specifications or other materials submitted with respect to any other improvement to another Lot.

C. Timelines for ACC Review and Approval:

Within 30 days after the completion of applications and submittals of all information relating to a proposed Improvement, the ACC may respond in writing in one of the following ways: (1) approval as submitted; (2) approval with conditions; (3) deferral of action pending receipt and review of further information required by the ACC; or (4) disapproval. If no action is taken, the ACC shall be deemed to have disapproved the application. Subject to the provisions of Article XII of the Declaration and these Architectural Guidelines, the decision of the ACC shall be final on all matters submitted. All communications and submittals shall be addressed to the ACC in writing at such address as the ACC may designate. Notwithstanding the foregoing, and subject to anything stated herein to the contrary, the ACC owes no duty to any person, Owner or Occupant other than the applicant to provide, keep or make available any information or documentation relating to any application made pursuant to the Declaration and these Architectural Guidelines and any approvals granted by the ACC, or its designees, shall be granted solely for the benefit of the applicant only with respect to its application and shall not be construed as an approval for any other Person, Owner or Occupant planning to perform the same or similar type construction, architectural change or other improvement for which an application would be necessary pursuant to the Declaration.

D. Variances:

Variances may be granted by Declarant, ACC and the Board in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the Architectural Guidelines or such other conditions and restrictions. Variances may be granted in accordance with these Architectural Guidelines but in no event shall any variance granted be injurious to the other Lots, any portion of the Property or Common Areas, nor deviate substantially from the general intent and purpose of the Architectural Guidelines or the Declaration. No variance or adjustment granted by the ACC shall be deemed to apply to any other building, Person, Improvement or Lot, other than the Owner or Person granted such variance.

E. Miscellaneous:

Notice of Completion:

Upon completion of the Improvements to a Lot, the Owner shall give a written notice of completion to the Declarant, Board or ACC, whichever is applicable.

Inspection of Improvements:

The ACC or its duly authorized representative shall have the right, but not the obligation, to inspect any Improvement prior to or after completion; provided that the right of inspection shall terminate 60 days after the ACC receives a notice of completion from the Owner.

Address:

The address of the ACC shall be the address of the Association, set forth below, unless otherwise specified by Declarant or the Board:

Harvest Residential Community – Architectural Control Committee
3090 Olive Street, Suite 300
Dallas, Texas 75219

Obtaining Governmental Approvals:

Prior to commencement of construction of any Improvements, an Owner shall obtain all required approvals by any Governmental Authority and comply with all applicable Legal Requirements in order for the Owner to construct, operate and maintain the Improvements.

II. Architectural Standards, Materials and Requirements

A. Masonry:

(i) Masonry must be stone or brick. All other forms or uses of concrete or faux material are subject to review from the ACC.

(ii) Coverage Percentages:

	Front	Side	Rear
Single Story	100%	100%	100%
Double Story			
1st	100%	100%	100%
2nd	100%*	80% overall	

* All lots on park/roadway must be stucco or masonry on 2nd floor.

Accents are permitted with ACC approval

(iii) Trim/Shutter Color:

- Trim color must compliment colors of masonry/stucco

B. Setbacks – Home to Street Relationship:

Front Yard Measurements and Considerations:

The front yard shall be measured from the street right of way (public use area which includes streets, sidewalks, crosswalks as well as trails and other means of public access) to the front face of the building. A covered porch or covered terrace may encroach into this space to help improve the architecture of the home and the character of the street.

On corner lots, the front yard setback shall be observed along the frontage of both intersecting streets, unless shown specifically otherwise on a Final Plat.

There should be a variety of home styles and front setbacks within a given block face. Builders are encouraged to use both the 15' and 20' front setback, giving the street more interest and depth.

Side Yard and Rear Yard Measurements and Considerations:

Owners shall maintain a minimum side yard setback of 5 feet for all approved structures. Drainage swales and other grading or engineered site features must not be altered. All proposals for additional structures, improvements and/or site alterations shall be submitted to the ACC.

Rear yard considerations should be made for drainage and easements.

C. Roof Construction and Materials:

1. Roof Height and Chimney

- All Chimneys must meet Industry Safety Guidelines
- Chimneys shall be constructed completely to the ground so as not to appear cantilevered from the building
- Chimneys located on exterior wall must be 100% masonry
- Chimney color to match base or accent material of the house or compliment color of roof

2. Roof Materials

- All roofs must be constructed with 3 tab/3 dimensional shingles and must have ACC approval
- Roof Colors must be submitted for ACC approval

3. Roof Pitch

- A minimum of 8:12 slope roof pitch is set as standard, unless otherwise approved
- No flat roofs are allowed as a major structural element

4. Solar Panels

- Solar design should be considered in the early design stages
- All solar appurtenances shall be submitted for approval by ACC and will be evaluated on a case by case basis

D. Utility, Service and Mechanical Equipment:

All equipment related to utilities intended to serve one Lot shall be installed by the Owner of the Lot and shall be located underground.

All services to the Lot, including pre-wiring for cable television, must be installed underground.

Ground-mounted mechanical equipment, such as HVAC units, shall be screened from view and grouped together away from street and public view. In the event cable boxes are installed, such boxes must be screened from view and grouped together away from street and public view.

Private, surface-mounted mechanical equipment, transformers, air conditioners, condensers, compressors, pool equipment, switches, etc. should be placed behind the side yard fence of a Lot.

If placement in the side yard is not feasible, then all equipment must be screened with either a 4' fence or five (5) three-gallon shrubs and approved in writing by the ACC.

Tandem garage side door option and written approval note to be added.

E. Size of Residences:

The size of residences shall be limited in general to the following square footage band requirements:

LOT SIZE	MINIMUM SQUARE FOOTAGE	MAXIMUM SQUARE FOOTAGE
<i>50 X 110</i>	<i>1500</i>	<i>2800</i>
<i>50 X 120</i>	<i>1800</i>	<i>3300*</i>
<i>60 X 120</i>	<i>2200</i>	<i>3900*</i>
<i>70 X 130</i>	<i>2700</i>	<i>-</i>

*200 square feet may be added to 30% of the plans per phase

Builder must have ACC approval if variance requested from the square footage bands.

Declarant, during the Declarant Control Period, may exercise its right, in its absolute and sole discretion, to vary, amend or change these minimum square foot requirements as set forth in the Declaration.

F. Landscaping and Lawn:

All required landscaping shall be installed by Builder and must be installed prior to the closing of the sale of the home.

Model Home Landscaping:

Builders shall submit Plans prepared by a landscape architect for review and approval by the ACC of landscape plans for any Lots.

Basic Builder Landscape:

Builders must provide drought-tolerant plants able to survive Stage Three drought restrictions. Bermuda grass will be allowed as a drought-tolerant turf; however, alternative native drought-tolerant grasses, which will remain green while using 50% less water, are encouraged.

Lawns:

Turf areas in the front yard zone and corner zones shall not exceed 70% of the available pervious area. The remaining 30% shall be shrubs, ornamental grasses, perennials, vines and groundcover. Side yards between homes are encouraged to avoid turf and use stone or decomposed granite with landscape planting, when feasible. All turf areas must be sodded with Bermuda grass prior to the closing of sale of a Lot from a Builder to a homeowner. St. Augustine grass is not permitted.

Landscape Beds:

Landscape beds must use native and adaptive plants from the approved Plant List in these design guidelines, requiring less water and giving consistency to the landscape palette at Harvest. All beds must be prepped with a minimum two inches (2") of compost.

Corner Lots:

Builder shall provide at a minimum, a 5 foot wide living screen between the fence and sidewalk on the side street of all corner lots. All fencing facing the side street must have landscape planting in front of it to help soften the fences impact on the street. The planting design should include primarily evergreen plant material, with perennial accents for seasonal interest.

A mix of large, medium and small shrubs should be used from the Approved Plant List set forth in **Exhibit A** attached hereto and made a part hereof and arranged in a thoughtful manner.

In addition to the front yard landscape requirements for Lots, corner Lots must have street trees planted by the Builder or Owner along the planter strip within the side street ROW. The spacing and street tree types are specified by the Declarant in the Neighborhood Street Tree Plan set forth in **Exhibit B** attached hereto and made a part hereof.

G. Trees:

It is the intent to provide tree coverage at Harvest to help reduce the heat island, shade the homes and to provide long-term value.

Builder shall preserve existing trees and understory vegetation to the extent practical.

All shade trees shall be minimum 3 1/2" in caliper size and shall measure 6" from the base of the tree. This size tree should be equivalent to a 65-gallon container unless otherwise stated in **Exhibit B** attached hereto and made a part hereof.

All shrub beds must be fully prepped with compost material and top dressed with a 2"-4" layer of shredded hardwood mulch.

Colored Mulch is prohibited.

Front Yard – small & ornamental tree(s) are encouraged

Rear Yard – One 3 1/2" caliper shade trees required. Two small or ornamental trees may be substituted for one shade tree.

Street Trees:

Street trees not only provide shade and shelter but also play a part in a healthy streetscape. A uniform streetscape and tree planting is mandatory and critical to The Harvest development

Spacing:

Builder must reference the appropriate Neighborhood Street Tree Plan to determine the approved street tree, general location, and spacing for each street. Street trees must be 4" caliper minimum and be spaced as follows along all streets:

- 50' Lots..... 35' O.C. : 1 four inch (4") parkway street trees per lot: 40' min. from intersection
- 60' Lots..... 30' O.C. : 2 three inch (3") parkway street trees per lot: 50' min. from intersection
- 70' Lots..... 35' O.C. : 3 three inch (3") parkway street trees per lot: 50' min. from intersection

On side streets, smaller canopy trees shall be spaced 35' O.C. with 40' min. from intersections except on 70' Lots—trees must be 50' min from intersections.

Species and Varieties: Refer to the **Exhibit A** and the **Exhibit B** for tree types and streets

H. Fencing:

Fences shall be 6 feet in height and constructed from #1 grade rough cedar.

Stain shall be a minimum of 2 coats using *Semi-Transparent Cape Cod Gray MSDA provided by Standard Paints* as described in **Exhibit D** attached hereto and made a part hereof.

All fence connections shall be galvanized, bottom picket to be field cut to slope with grade at 2 inches above finish grade.

4x4 cedar post at 6 feet o.c. on concrete foundation with 1x4 cedar stiffener on backside equally spaced between posts.

Enhanced fence to receive 1x6 fascia on front side of posts.

Posts shall be centered on wall caps at grade divides.

Any fencing facing a public street or area should always show the non intermediate post or "good side" towards the street or public area.

Given the horizontal nature of the fencing planks, special care should be taken when joining a new fence with an existing fence. Construction should always begin from the existing fence to ensure that the existing and new horizontal planks line up and create a seamless transition.

I. Rain Water Collection and Irrigation:

Harvesting rainwater is allowed and encouraged. Rain barrels should be located along side or rear yards and screened from view.

Each Lot shall have an automatic irrigation system that must be installed with 100% head-to-head coverage on all turf areas. All irrigation systems must be installed per requirements of the Texas Commission of Environmental Quality.

All sprinkler heads should be placed to prevent spraying onto paved areas.

All trees and shrub beds shall be irrigated with a low-flow drip system and flush valve such as Netadirm dipline or a closely matched equivalent.

Each home shall be equipped with an ET (Evapo-Transpiration) Controllers and Wind/Rain Sensors.

Each Builder must provide an irrigation zone dedicated to the perimeter of the foundation. In the event of stage 3 and 4 drought restrictions this zone must be operable.

A Hunter Controller model no: PRO-C controller or equal shall be used.

J. Mailboxes:

All Owners are required to use a standard mailbox described below unless otherwise approved in by Declarant, Board or ACC as set forth in the Declaration or these Architectural Guidelines. Mailboxes shall be installed by the Builder prior to the sale of any Lot to an Owner who will be using and occupying the Lot and Improvements thereon for single family residential use.

In keeping with the community's rural values, U.S. mail will be delivered to each home at Harvest. The standard mailbox is constructed by Brandon Industries and is called the *Classic Oversized Rural Mailbox*, Model Number M8 in the color black (the "Harvest Mailbox").

The Harvest Mailbox shall be installed on a 6 foot square tubular steel post with an 18 inch diameter in a concrete foundation 30 inches deep and will be attached with galvanized saddle and two 1/2 inch galvanized all-threads with nuts and lock washers.

Attach the Harvest Mailbox to two 4x4x26 inch tubular steel beams with 4 set screws on the inside and attach beams to the post with 2 galvanized carriage bolts. The Harvest Mailbox shall have the address of the Lot displayed in 2 inch in height stenciled numbers centered on the face of mailbox door.

K. Elevation and Floor Plan Repetition on Residential Lots:

Architectural diversity, within a traditional aesthetic framework, is of primary importance at Harvest. Multiple floor plans, elevations and architectural styles shall be provided by each Builder to help promote visual diversity and excitement within the street scene.

Product spacing requirements are as follows:

- Elevations are allowed to repeat when there are 4 Lots of separation on the same side of the street on which residential improvements are being constructed.
- The same elevation cannot repeat on a Lot across the street from the Lot on which the improvements are being constructed, nor on the two Lots immediately adjacent on either side of the Lot across the street.
- The same elevation cannot exist on the Lot immediately behind the Lot on which the improvement is being constructed.
- Repeating floor plans will follow the above criteria, with the exception that there can be a 3 Lot minimum spacing on floor plans instead of the 4 as dictated for repeating elevations.

L. Driveways, Garages and Sidewalks:

1. Garages:

Front-facing garages have a tremendous impact on the character of a community. Every effort should be made to minimize the negative visual impact of the garage on the street. Garages should be thought of as an accent piece to the house, and not as the dominant architectural feature.

Garages facing Public Streets:

- Homes shall be designed in a manner that functionally enhances the front porch and pedestrian entry to the home, rather than the garage door.
- No more than four homes in a row may have garages parallel to the primary structure.
- Detached garages are acceptable.
- All homes shall have at least a two-car garage.
- The minimum garage dimensions shall accommodate two cars.
- Three-car garages are permitted, but no more than two garage doors may face a public street.

70' Corner Lots – Garage Orientation:

Corner Lots are defined as a Lot with a right of way (public use area which includes streets, sidewalks, crosswalks as well as trails and other means of public access) on 2 sides which is adjacent to an intersection.

Side-loading garages on Corner Lots is required on all 70' Lots and required on any other size Corner Lot that front to green open spaces (i.e. parks, landscape reserves, etc.).

Lots containing side yards adjacent to a landscape reserves are not considered Corner Lots.

Refer to Exhibit C for designated corner lots requiring side loading.

Garage Door Treatments:

The garage door must be recessed a minimum of 9 inches from the garage face.

2. Driveways:

All driveways must accommodate the off-street parking of 2 vehicles without blocking the sidewalk.

Driveways shall transition to 12 feet at the street and should attempt to reduce the amount of impervious cover.

Driveways shall be constructed with no damage or alterations to drainage swales.

Concrete driveways and aprons shall be a minimum of 3,000 PSI concrete with #3 rebar on a 16 inch grid pattern.

3. Sidewalks:

A walkable pedestrian environment is a top priority at Harvest. All public sidewalks not constructed by Declarant shall be constructed by Builders, where required at such Builder's sole cost and expense.

The Builder shall install residential sidewalks along all public ROW and at the locations referenced in the previous street sections (reference 3.4).

All public sidewalks are required to be 5 feet wide and must match the grade of any previously installed utility structures.

All sidewalks will be a minimum of 3,000 PSI concrete with #3 rebar on a 16 inch grid pattern.

Eight foot (8') sidewalks are to be installed on lots on the north side of 8th Street. See **Exhibit C** for detail on location.

Any sidewalks damaged by a Builder shall be repaired at Builder's sole expense prior to closing of the sale of any home adjacent to the damaged sidewalk. All sidewalks adjacent to a home must be in good condition prior to closing of the sale of any home.

Sidewalks adjacent to a Lot must be maintained by the Owner of such Lot. Any sidewalks damaged by an Owner shall be timely repaired at such Owner's sole expense and in the event of a sale, all damage must be repaired prior to the closing any sale.

M. Trash:

Recycling and trash collection containers shall be stored within the garage or hidden from view.

On a 70' Lot or larger, a 4'-6' screening fence may be constructed along the side yard to allow the homeowner to store trash containers outside the garage. The screening fence must be constructed and stained to match the horizontal plank fence of the home.

N. Drainage on Lots:

Builder shall maintain the drainage pattern as originally designed by the civil engineer and approved by the local municipality pursuant to any recorded Plat. Owners shall not alter the drainage pattern throughout construction and ownership.

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IN WITNESS WHEREOF, the Declarant has caused these Architectural Guidelines to be executed and effective as of the 20th day of May, 2013.

DECLARANT:

HARVEST PHASE I, LLC,
a Texas limited liability company

By: [Signature]
Name: Angela Mastrolola
Title: Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on May 20th, 2013, by Angela Mastrolola, Senior VP of Harvest Phase I, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Signature: Paige K. Myrlin]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Hillwood
3090 Olive Street, Suite 300
Dallas, TX 75219
Attn: Michele Ringnald

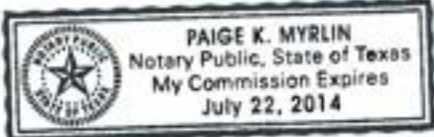


Exhibit A
Harvest Approved Plant List – Residential Lots

Canopy Trees:

1. Cedar Elm
2. Chinese Pistachio
3. Chinquapin Oak
4. Urbanite Ash

Ornamental Trees:

1. Cedar
2. Crape Myrtle
3. Possumhaw Holly
4. Redbud (Mexican / Oklahoma varieties)
5. Vitex

Evergreen Shrubs:

1. Abelia 'Rose Creek'
2. Abelia 'Kaleidoscope'
3. Abelia 'White Prostrate'
4. Boxwood 'Wintergreen'
5. Boxwood 'Winter Gem'
6. Gray Cotoneaster
7. Dwarf Wax Myrtle
8. Spineless Prickly Pear
9. Rosemary
10. Texas Sage
11. Texas Sage 'Greencloud'
12. Texas Sage 'Silverado Dwarf'
13. Yucca, False Red
14. Yucca, False Yellow
15. Yucca, Softleaf
16. Yucca, Variegated Softleaf 'Color Guard'

Flowering Shrubs:

1. Rose 'Knockout'
2. Rose 'Belinda's Dream'
3. Rose 'Mutabilis'
4. Spirea 'Anthony Waterer'
5. Spirea 'Limemound'

Ornamental Grasses:

1. Inland Sea Oats
2. Love Grass, Weeping
3. Love Grass, Blue
4. Muhly, Pink 'Regal Mist'

5. Muhly 'Lindheimer'
6. Switchgrass 'Dallas Blues'
7. Switchgrass 'Heavy Metal'

Perennials:

1. Butterfly Bush
2. Dwarf 'Katie' Ruellia
3. Lamb's Ear
4. Lantana
5. Lavender 'Provence'
6. Mexican Oregano
7. Pink Skullcap
8. Prostrate Rosemary
9. Purple Coneflower
10. Rudbeckia 'Goldsturm'
11. Russian Sage
12. Salvia 'Autumn Sage'
13. Salvia 'May Night'
14. Santolina, Green
15. Santolina, Gray
16. Sedum 'Autumn Joy'
17. Turk's Cap
18. Verbena 'Homestead Purple'

Vines / Groundcovers:

1. Crossvine 'Tangerine Beauty'
2. Texas Frogfruit
3. Honeysuckle
4. Liriope 'Big Blue'
5. Liriope Spicata
6. Mazus Reptans
7. Sedum
8. Star Jasmine

Exhibit B
Neighborhood Street Tree Plan



-  Chinquapin Oak
Quercus muhlenbergii
-  Urbanite Ash
Fraxinus pennsylvanica
-  Cedar Elm
Ulmus crinitus
-  Pistache
Platanus occidentalis

Exhibit C



Exhibit HARVEST DESIGN GUIDELINES



**Exhibit D
Fence Stain**

(See attached)

M A T E R I A L S A F E T Y D A T A S H E E T

SEMI-TRANS FENCE STAIN, CAPE COD GRAY

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PRODUCT NAME: SEMI-TRANS FENCE STAIN, CAPE COD GRAY
PRODUCT CODE: 809515-5

HMIS CODES: H F R P
2 2 0 G

===== SECTION I - MANUFACTURER IDENTIFICATION =====

MANUFACTURER'S NAME: STANDARD PAINTS, INC.
ADDRESS : 940 S. 6th Avenue
Mansfield, Texas 76063

EMERGENCY PHONE : 800-424-9300 **CHEMTE DATE PRINTED : 3/27/2013**
INFORMATION PHONE : 817-477-5060 **NAME OF PREPARER : Jim Hughes**

===== SECTION II - HAZARDOUS INGREDIENTS/SARA III INFORMATION =====

REPORTABLE COMPONENTS	CAS NUMBER	VAPOR PRESSURE mm Hg @ TEMP	WEIGHT PERCENT
* ALIPHATIC HYDROCARBONS OSHA PEL 100 PPM ACGIH TLV 100 PPM	8052-41-3	2.0 68 F	30% TO 35%
* ALKYD RESIN OSHA PEL 100 PPM OSHA TLV 100 PPM		6 68 F	25% TO 30%
TITANIUM DIOXIDE OSHA PEL 15mg/M3 ACGIH TLV 10mg/M3	13463-67-7		20% TO 25%
TITANIUM DIOXIDE OSHA PEL 15mg/M3 ACGIH TLV 10mg/M3	1317-80-2		15% TO 20%
* STODDARD SOLVENT OSHA PEL 500 PPM ACGIH TLV 100 PPM OTHER 350 mg/M3	8052-41-3	0.0	5% TO 10%
* HEAVY AROMATIC	64742-94-5	5.2 100 F	0% TO 5%
* XYLENE OSHA PEL 100 PPM ACGIH TLV 100 PPM	1330-20-7	6.7 20 C	0% TO 5%
* ALUMINUM OXIDE ACGIH TLV 10mg/M3	1344-28-1	1.0 3916 F	0% TO 5%
PROPRIETARY FUNGICIDE OSHA TWA 0.25MG/CUBIC METER (8HR)	TRADE SECRET	3 25 C	0% TO 5%
ALKYL QUATERNARY AMMONIUM BENTONITE OSHA PEL 10mg/M3 ACGIH TWA .1mg/M3	68953-58-2		0% TO 5%
CALCIUM DUSYN OSHA PEL 100 PPM ACGIH TLV 100 PPM			0% TO 5%
METHYL ETHYL KETOXIME TWA 10PPM (WORKPLACE ENVIRONMENTAL EXPOSURE LEVEL) TWA 3PPM (SUPPLIER RECOMMENDED EXPOSURE LEVEL)	96-29-7	2 20 C	0% TO 5%
PROPYLENE GLYCOL OTHER 50 PPM	57-55-6	0.1 68 F	0% TO 5%

* Indicates toxic chemical(s) subject to the reporting requirements of section on 313 of Title III and of CFR 372.

WARNING: FLAMMABLE

M A T E R I A L S A F E T Y D A T A S H E E T

SEMI-TRANS FENCE STAIN, CAPE COD GRAY

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===== SECTION III - PHYSICAL/CHEMICAL CHARACTERISTICS =====

BOILING RANGE: 110-277 F - 5391 F SPECIFIC GRAVITY (H2O=1): 1.04
VAPOR DENSITY: HEAVIER THAN AIR EVAPORATION RATE:
COATING V.O.C.: 3.78 lb/gl MATERIAL V.O.C.: 3.72 lb/gl
SOLUBILITY IN WATER: Non Soluble
APPEARANCE AND ODOR: Opaque liquid. Slight Aromatic odor.

===== SECTION IV - FIRE AND EXPLOSION HAZARD DATA =====

FLASH POINT: 43 C METHOD USED: ASTM D9380
FLAMMABLE LIMITS IN AIR BY VOLUME- LOWER: 1.0 UPPER: 12.6

EXTINGUISHING MEDIA: FOAM, ALCOHOL FOAM, CO2, DRY CHEMICAL, WATER FOG, other Class B extinguishing agent. Water may not be suitable as extinguishing agent but use water fog to cool adjacent, fire exposed, containers. Class B extinguishing agent. Water may not be suitable as extinguishing agent but use water fog to cool adjacent, fire exposed, containers.

SPECIAL FIREFIGHTING PROCEDURES

Respiratory equipment should be worn to avoid inhalation of concentrated vapors. Water should not be used except as fog to keep nearby containers cool.

UNUSUAL FIRE AND EXPLOSION HAZARDS

Handle as flammable liquid. Vapors form an explosive mixture in air between the upper and lower explosive limits which can be ignited by many sources such as pilot lights, open flames, electrical motors and switches.

===== SECTION V - REACTIVITY DATA =====

STABILITY: STABLE No Extremely Hazardous Substances to report.

CONDITIONS TO AVOID

Excessive heat, poor ventilation, corrosive atmospheres, excessive aging. Sparks, open flames, heat, hot equipment, static electricity and other sources of ignition.

INCOMPATIBILITY (MATERIALS TO AVOID)

Alkaline materials, strong acids and oxidizing materials.

HAZARDOUS DECOMPOSITION OR BYPRODUCTS

Carbon monoxide, carbon dioxide, oxides of nitrogen, and possibly acrolein.

HAZARDOUS POLYMERIZATION: WILL OCCUR

===== SECTION VI - HEALTH HAZARD DATA =====

INHALATION HEALTH RISKS AND SYMPTOMS OF EXPOSURE

Inhalation: Dizziness, breathing difficulty, headaches & loss of coordination.

SKIN AND EYE CONTACT HEALTH RISKS AND SYMPTOMS OF EXPOSURE

Eye contact: Severe irritation, tearing, redness and blurred vision.

SKIN ABSORPTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE

Skin contact: Can dry and defat skin causing cracks, irritation, and dermatitis.

MATERIAL SAFETY DATA SHEET

SEMI-TRANS FENCE STAIN, CAPE COD GRAY

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INGESTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE

Ingestion: Can cause gastrointestinal irritation, vomiting, nausea, and diarrhea.

HEALTH HAZARDS (ACUTE AND CHRONIC)

Inhalation-Dizziness, breathing difficulty, headaches, & loss of coordination. Eye contact-Severe irritation, tearing, redness, and blurred vision. Skin contact-Can dry and defat skin causing cracks, irritation, and dermatitis. Ingestion-Can cause gastrointestinal irritation, vomiting, nausea, & diarrhea. No chronic health effects.

CARCINOGENICITY: NTP CARCINOGEN: No **IARC MONOGRAPHS:** No **OSHA REGULATED:**
No

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE

Anesthesia, respiratory tract irritation, Serratitis, nausea, vomiting

EMERGENCY AND FIRST AID PROCEDURES

Inhalation overexposure-Move person to fresh air. If breathing stops, apply artificial respiration and seek immediate medical attention. Eye contact-flush with large quantities of water for 15 minutes. Skin contact-Wash thoroughly with soap and water and see a doctor. Ingestion-Do not induce vomiting, can cause chemical pneumonitis and pulmonary edema. Contact physician immediately.

===== SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE =====

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Eliminate ignition sources, provide good ventilation, dike spill area and add absorbent earth or sawdust to spilled liquid. Thoroughly wet with water and mix.

WASTE DISPOSAL METHOD

Collect absorbent/water/spilled liquid mixture into metal containers and add enough water to cover. Consult local, state & federal hazardous waste regulat'n before disposing into approved hazardous waste landfills. Obey relevant laws. This material has been tested and found to have a flash point below 140 deg.F If discarded, this material and its container, should be treated as hazardous waste based on the ignitable characteristic as defined under Federal RCRA Regulations (40 CFR 261). Disposal of this material or its container, requires compliance with applicable labeling, packaging, and record keeping standards. Extreme care should be taken to ensure that it is disposed of only in a facility permitted for disposal of hazardous waste. For further information, contact your state or local waste agency or Federal Government agency.

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING

Use non-sparking utensils when handling this material. Avoid hot metal surface. Use in cool, well-ventilated areas. Keep containers closed when not in use. Keep away from excessive heat and open flames.

OTHER PRECAUTIONS

Smoking in area where this material is used should be strictly prohibited. Tools used with this material should be made from aluminum, brass or copper. Plastic utensils should not be used. NOTE: This information is accurate to the best knowledge of Standard Paints, Inc., but is furnished without any expressed or implied warranties.

===== SECTION VIII - CONTROL MEASURES =====

RESPIRATORY PROTECTION

M A T E R I A L S A F E T Y D A T A S H E E T

SEMI-TRANS FENCE STAIN, CAPE COD GRAY

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When spraying this material use a NIOSH approved cartridge respirator or gas mask suitable to keep airborne mists and vapor concentrations below the time weighted threshold limit values. When using in poorly ventilated and confined spaces, use a fresh-air supplying respirator or a self-contained breathing apparatus. If exposure may or does exceed recommended occupational exposure limits, use an NIOSH/MSA approved respirator to prevent overexposure. In accordance with 29 CFR 1910.134, use either an atmosphere supplying respirator or an air purifying respirator for organic vapors and wet paint mists. Do not inhale sanding dust, wear a dust mask.

VENTILATION

General mechanical ventilation or local exhaust should be suitable to keep vapor concentrations below TLV. Ventilation equip. must be explosion proof.

PROTECTIVE GLOVES

Impermeable chemical handling gloves for skin protection, such as nitrile type, and protective clothing as required, to prevent skin contact.

EYE PROTECTION

Wear safety glasses, with splash guards, when poring this material. Use chemical goggles when spraying this material. Contact lenses should not be worn when working with chemicals.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT

Use impermeable aprons and protective clothing whenever possible to prevent skin contact. The use of head caps whenever possible is strongly recommended.

WORK/HYGIENIC PRACTICES

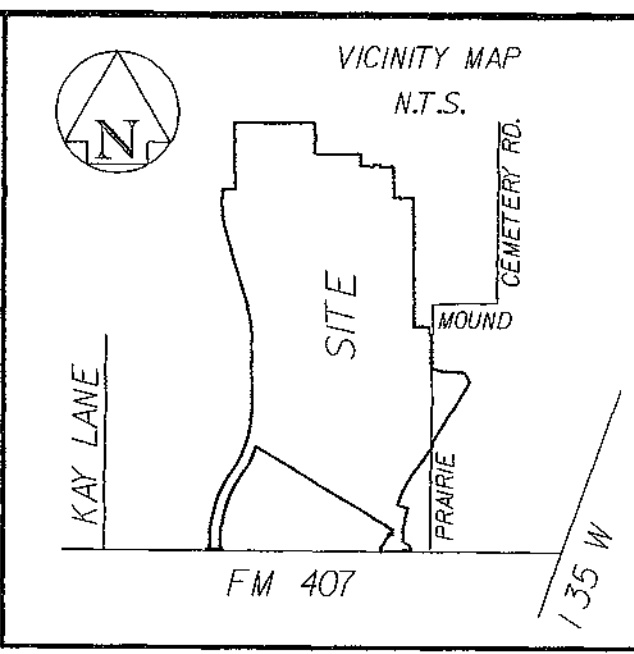
Eye washes and safety showers in the workplace are recommended.

===== SECTION IX - DISCLAIMER =====

The information and recommendation contained herein are provided in good faith and are accurate to the best of our knowledge as of the date of preparation. We do not suggest or guarantee, that any hazards listed herein are the only ones which exist and we make no representation of its completeness or accuracy. Standard Paints, Inc. makes no warranty or representations of any kind, express or implied, concerning the safe use of this material in your process or in combination with other substances/materials. User has the sole responsibility to determine the suitability of the materials for any use, the manner of use contemplated and should consider this data only as supplement to other information gathered by them. User must make independent determinations of suitability and completeness of information from all sources to insure proper use and disposal of this product, the safety and health of employees and customers and the protection of the environment. User must meet all applicable safety and health standards. Since the use of this information and conditions of the use of the product are not within our control we make no warranty or representations, of any kind, expressed or implied, including, but not limited to, those of merchantability or fitness for a particular purpose with respect to this information or to the product it describes. We do not accept liability for any loss or damage, that may occur from the use of this information nor do we offer warranty against patent infringement.

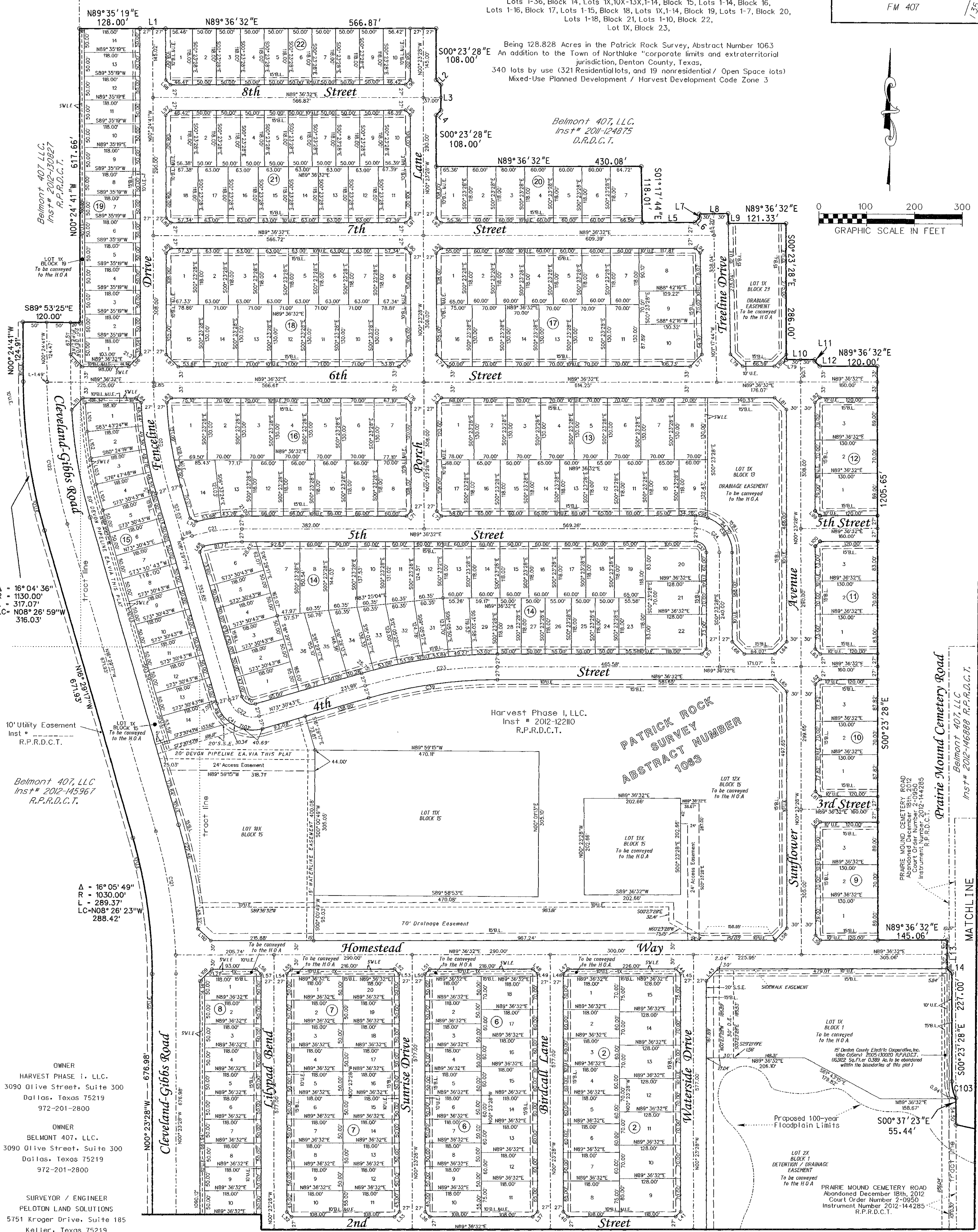
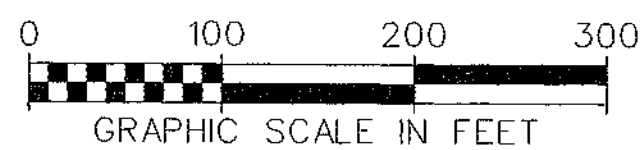
FINAL PLAT OF HARVEST PHASE I

Lots 1X, 2X, Block 1, Lots 1X & 1-15, Block 2, Lots 1-25, Block 3, Lots 1-19, Block 4, Lots 1-16, Block 5, Lots 1X & 1-18, Block 6, Lots 1X & 1-20, Block 7, Lots 1X, 2X, 1-35, 41X-43X, Block 8, Lots 1-3, Block 9, Lots 1-3, Block 10, Lots 1-3, Block 11, Lots 1-3, Block 12, Lots 1X, 1-17, Block 13, Lots 1-36, Block 14, Lots 1X, 10X-13X, 1-14, Block 15, Lots 1-14, Block 16, Lots 1-16, Block 17, Lots 1-15, Block 18, Lots 1X, 1-14, Block 19, Lots 1-7, Block 20, Lots 1-18, Block 21, Lots 1-10, Block 22, Lot 1X, Block 23.



Being 128.828 Acres in the Patrick Rock Survey, Abstract Number 1063 An addition to the Town of Northlake "corporate limits and extraterritorial jurisdiction, Denton County, Texas, 340 lots by use (321 Residential lots, and 19 nonresidential / Open Space lots) Mixed-Use Planned Development / Harvest Development Code Zone 3

Belmont 407, LLC
Inst# 2011-124875
D.R.P.D.C.T.



$\Delta = 16^{\circ}04'36''$
 $R = 1130.00'$
 $L = 317.07'$
 $LC = N08^{\circ}26'59''W$
 $316.03'$

$\Delta = 16^{\circ}05'49''$
 $R = 1030.00'$
 $L = 289.37'$
 $LC = N08^{\circ}26'23''W$
 $288.42'$

OWNER
HARVEST PHASE I, LLC.
3090 Olive Street, Suite 300
Dallas, Texas 75219
972-201-2800

OWNER
BELMONT 407, LLC.
3090 Olive Street, Suite 300
Dallas, Texas 75219
972-201-2800

SURVEYOR / ENGINEER
PELTON LAND SOLUTIONS
5751 Kroger Drive, Suite 185
Keller, Texas 75219
817-562-3350

Harvest Phase I, LLC.
Inst # 2012-122110
R.P.R.D.C.T.

**PATRICK ROCK
SURVEY
ABSTRACT NUMBER
1063**

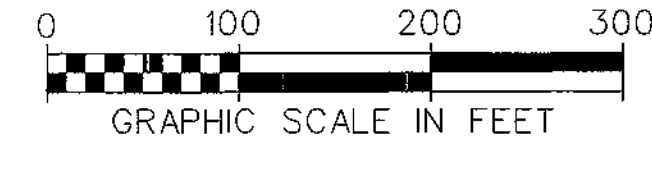
PRAIRIE MOUND CEMETERY ROAD
Abandoned December 18th, 2012
Court Order Number 2-0950
Instrument Number 2012-144285
R.P.R.D.C.T.

Prairie Mound Cemetery Road
Belmont 407, LLC
Inst# 2012-146888 R.P.R.D.C.T.

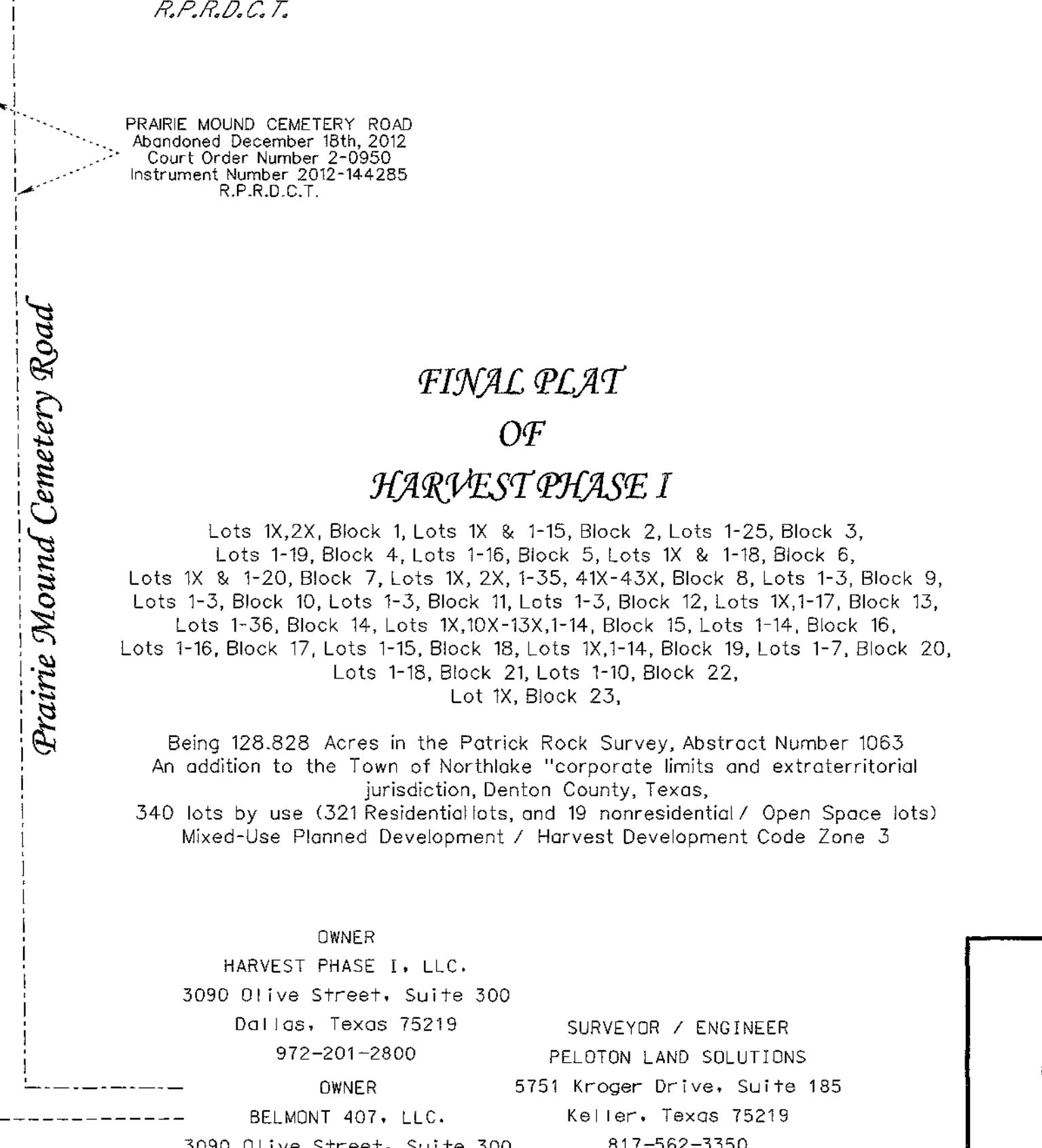
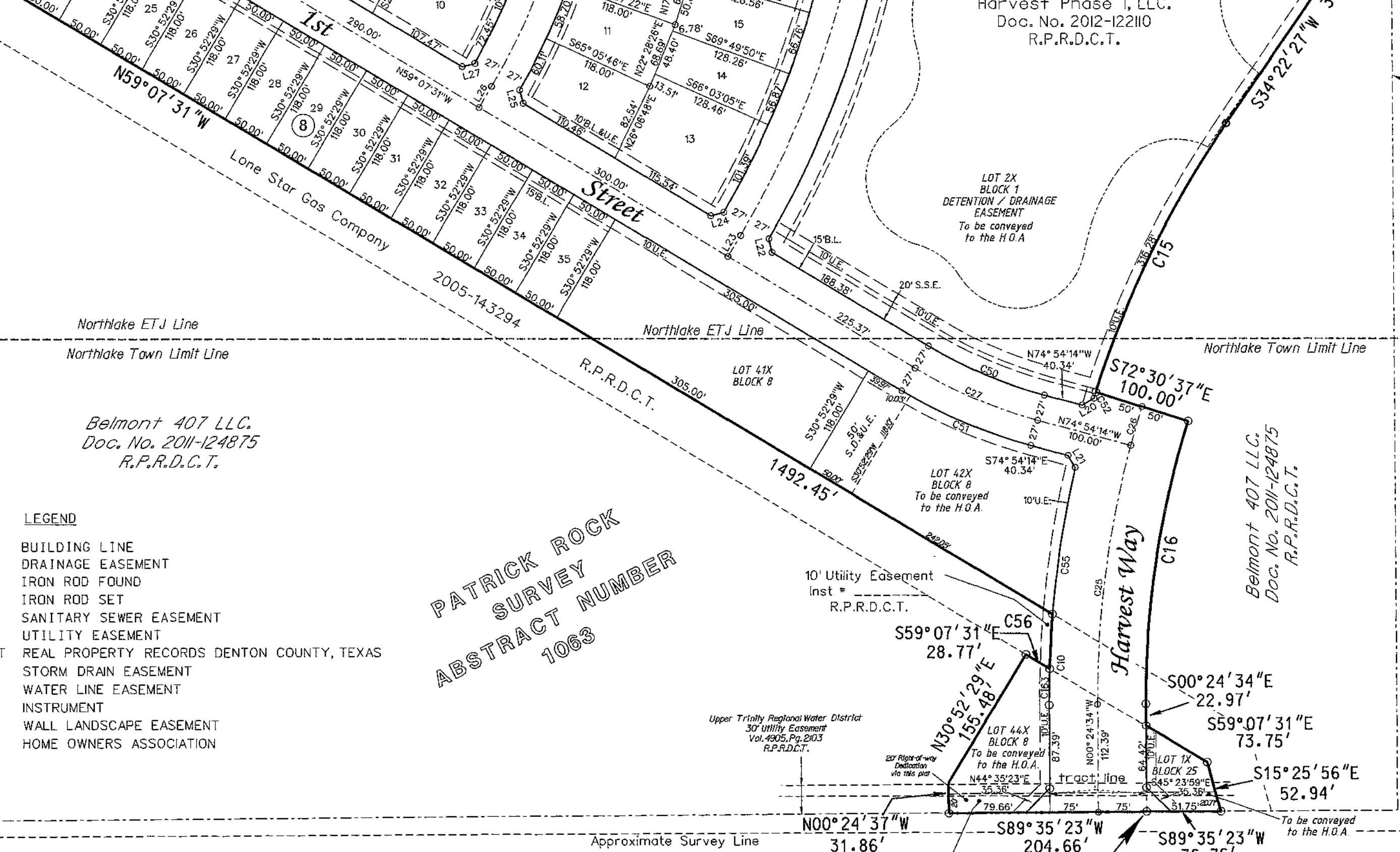
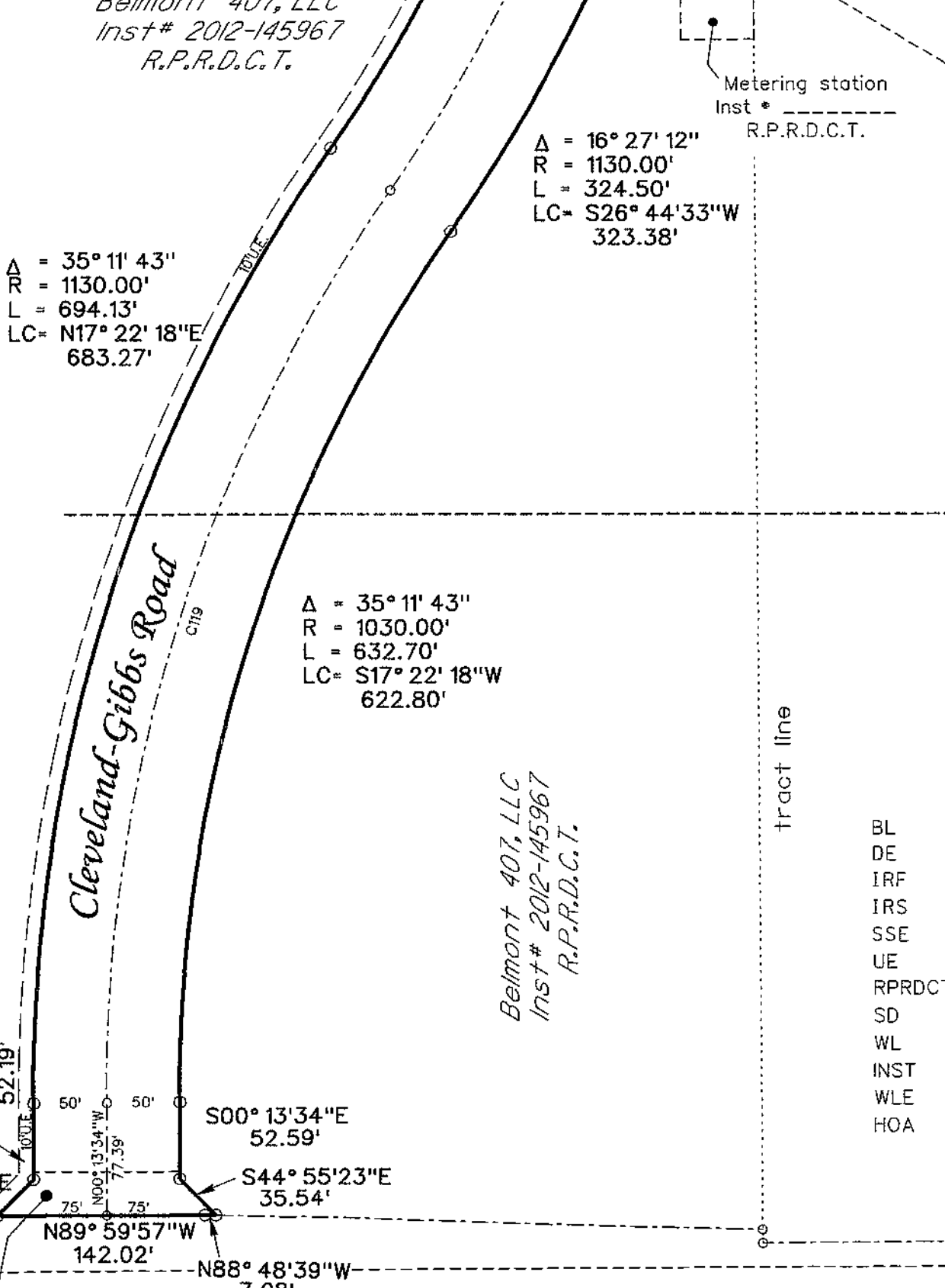
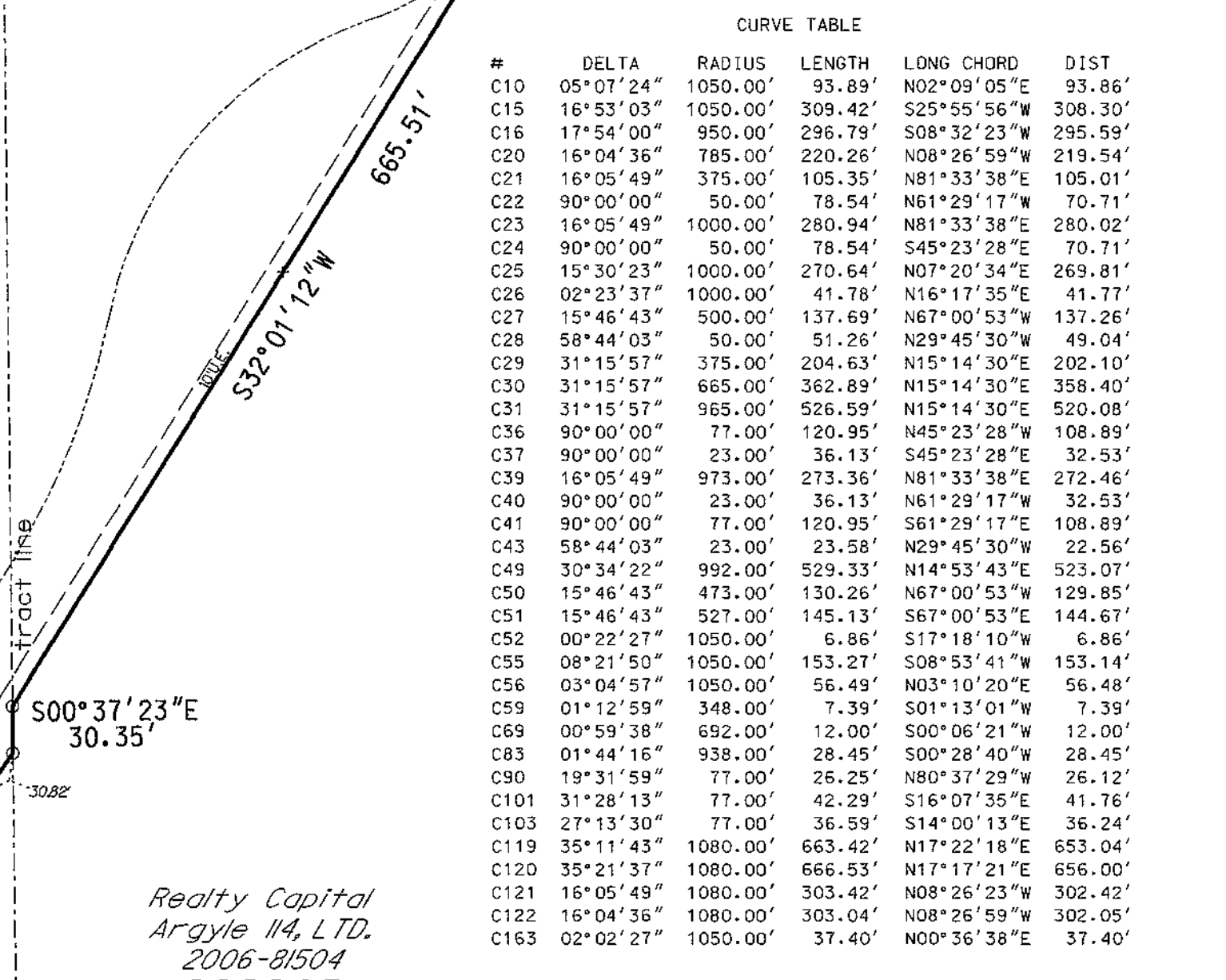
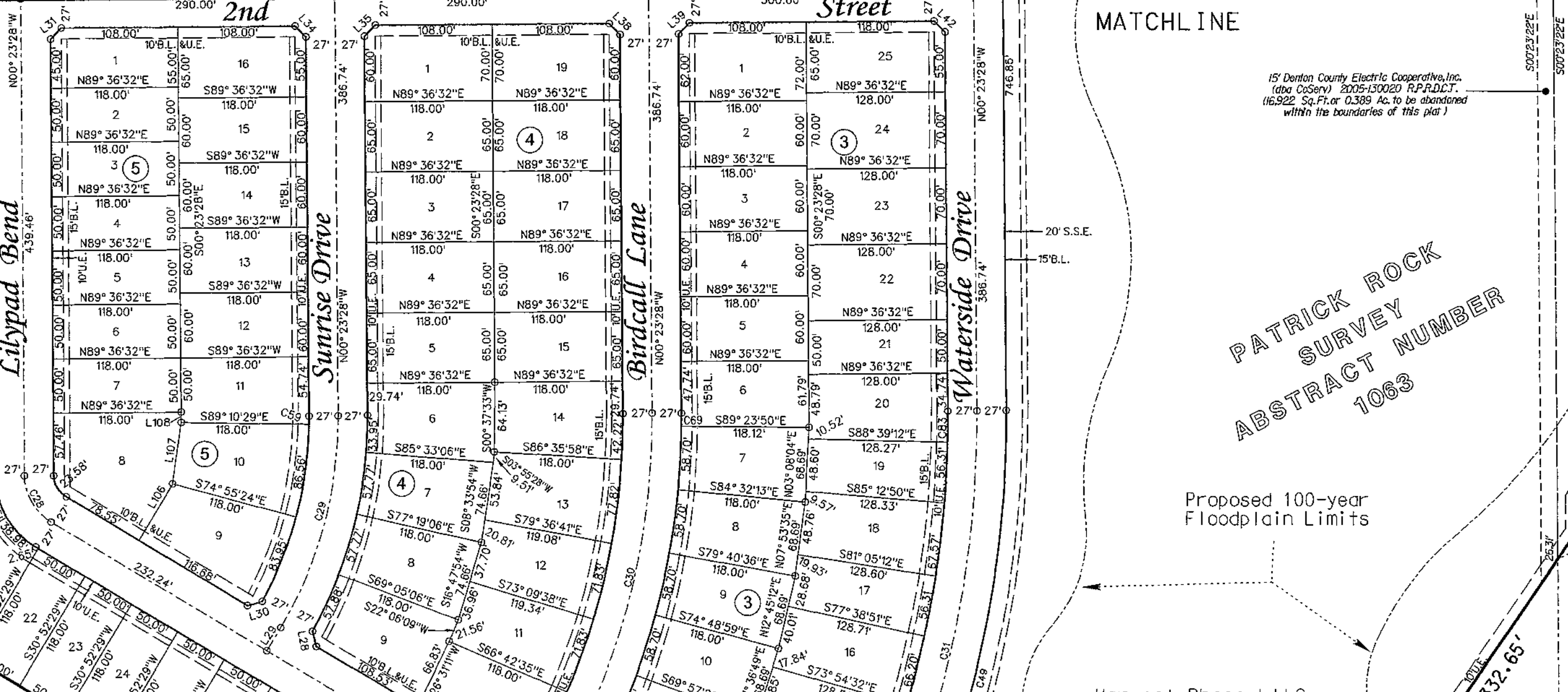
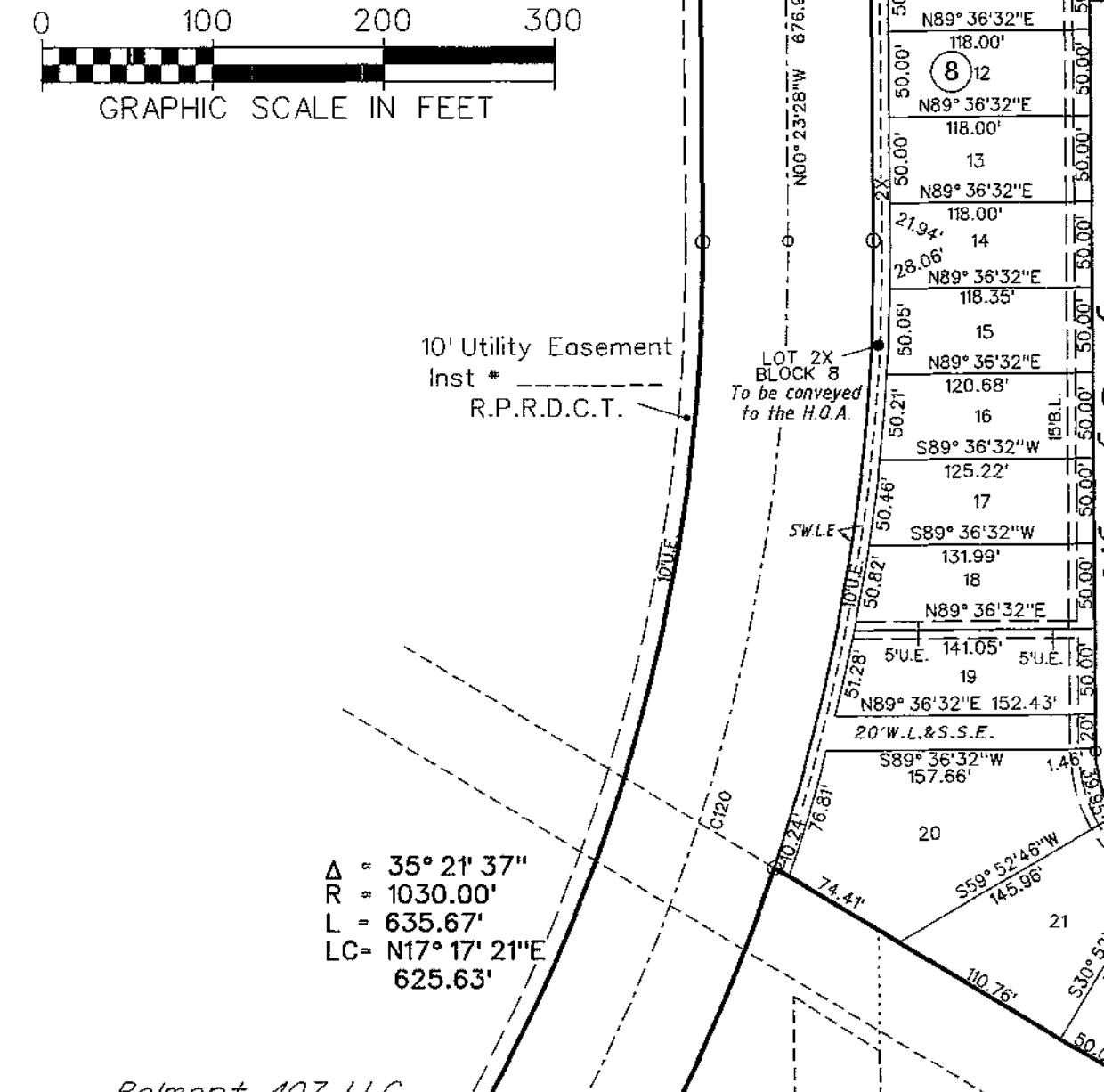
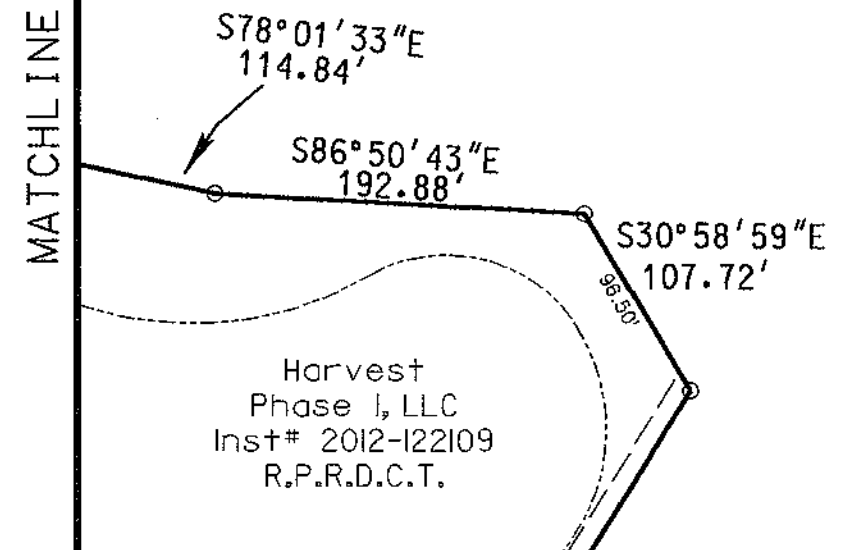
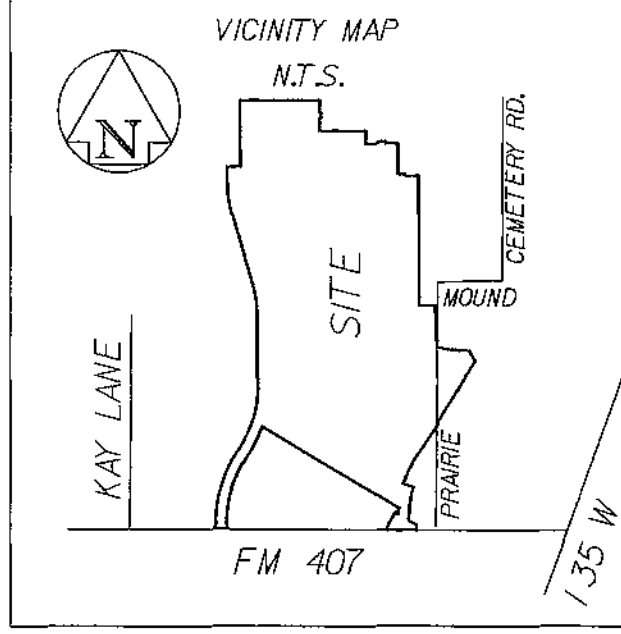
PELTON LAND SOLUTIONS
5751 KROGER DR. STE. 185 | KELLER, TX 75244 | 817-562-3350

JOB #:	HWR11004
DRAWN BY:	W.Blades
CHECKED BY:	T.Bridges
DATE:	
REVISIONS:	

11/09/28 AM 5/30/2013 G:\JOB\HW11004-Harvest\Surf\HW11004_P01.dwg



L#	BEARING	DIST.	L#	BEARING	DIST.	L#	BEARING	DIST.	L#	BEARING	DIST.	L#	BEARING	DIST.
L1	N 89° 39' 10"E	54.00'	L31	N 44° 36' 32"E	14.14'	L61	N 45° 23' 28"W	14.14'	L91	N 44° 36' 32"E	14.14'	L121	N 44° 36' 32"E	14.14'
L2	S 45° 23' 28"W	14.14'	L32	N 45° 23' 28"W	14.14'	L62	N 44° 36' 32"E	14.14'	L92	N 45° 23' 28"W	14.14'	L122	N 44° 36' 32"E	14.14'
L3	S 00° 23' 28"E	54.00'	L33	S 44° 36' 32"W	14.14'	L63	N 45° 23' 28"W	14.14'	L93	N 44° 36' 32"E	14.14'	L123	S 45° 23' 28"W	14.14'
L4	S 44° 36' 32"W	14.14'	L34	S 44° 36' 32"W	14.14'	L64	S 44° 36' 32"W	35.36'	L94	S 45° 23' 28"W	14.14'	L124	N 44° 36' 32"E	14.14'
L5	N 89° 36' 32"E	110.01'	L35	N 44° 36' 32"E	14.14'	L65	S 45° 23' 28"W	35.36'	L95	S 44° 36' 32"W	14.14'	L125	N 44° 36' 32"E	14.14'
L6	N 44° 03' 24"E	14.03'	L36	N 45° 23' 28"W	14.14'	L66	N 45° 23' 28"W	14.14'	L96	S 45° 23' 28"W	14.14'	L126	N 44° 36' 32"E	14.14'
L7	N 01° 17' 44"W	7.72'	L37	S 44° 36' 32"W	14.14'	L67	N 44° 36' 32"E	14.14'	L97	N 44° 36' 32"E	14.14'	L127	N 44° 36' 32"E	14.14'
L8	N 89° 42' 16"E	60.00'	L38	S 45° 23' 28"W	14.14'	L68	N 29° 25' 38"E	13.92'	L98	N 45° 23' 28"W	14.14'	L128	N 44° 36' 32"E	14.14'
L9	S 01° 17' 44"W	20.68'	L39	N 45° 23' 28"W	14.14'	L69	N 73° 30' 43"E	21.01'	L99	N 45° 23' 28"W	14.14'	L129	N 44° 36' 32"E	14.14'
L10	N 89° 36' 32"E	60.00'	L40	N 45° 23' 28"W	14.14'	L70	N 60° 42' 43"W	14.34'	L100	N 44° 36' 32"E	14.14'	L130	S 45° 23' 28"W	14.00'
L11	S 00° 23' 28"E	4.00'	L41	S 44° 36' 32"W	14.14'	L71	S 44° 36' 32"W	14.14'	L101	N 04° 24' 40"W	60.56'			
L12	S 45° 23' 28"W	14.14'	L42	S 45° 23' 28"W	14.14'	L72	N 45° 23' 28"W	14.14'	L102	N 08° 00' 30"W	56.21'			
L13	S 00° 23' 28"E	60.00'	L43	N 44° 36' 32"E	35.36'	L73	N 44° 36' 32"E	14.14'	L103	N 11° 28' 18"W	56.21'			
L14	S 45° 23' 28"W	14.14'	L44	S 00° 23' 28"E	14.14'	L74	N 45° 23' 28"W	35.36'	L104	N 44° 36' 32"E	55.99'			
L15	N 44° 03' 24"E	14.03'	L45	S 00° 23' 28"E	5.00'	L75	S 44° 36' 32"W	35.36'	L105	N 00° 23' 28"W	47.00'			
L16	N 01° 17' 44"W	7.72'	L46	N 00° 23' 28"E	5.00'	L76	S 45° 23' 28"W	14.14'	L106	N 30° 52' 29"E	60.62'			
L17	N 89° 42' 16"E	60.00'	L47	N 44° 36' 32"E	14.14'	L77	S 44° 09' 24"W	35.08'	L107	N 07° 57' 03"E	57.06'			
L18	S 01° 17' 44"W	20.68'	L48	N 45° 23' 28"W	14.14'	L78	N 45° 50' 36"W	35.63'						
L19	N 89° 36' 32"E	60.00'	L49	N 45° 23' 28"W	14.14'	L79	S 00° 23' 28"E	11.00'						
L20	S 00° 23' 28"E	4.00'	L50	N 00° 23' 28"E	5.00'	L80	S 44° 36' 32"W	14.14'						
L21	S 45° 23' 28"W	14.14'	L51	N 44° 36' 32"E	14.14'	L81	S 45° 23' 28"W	35.36'						
L22	N 44° 03' 24"E	14.03'	L52	S 45° 23' 28"W	14.14'	L82	N 44° 36' 32"E	14.14'						
L23	N 01° 17' 44"W	7.72'	L53	S 00° 23' 28"E	5.00'									
L24	N 89° 42' 16"E	60.00'	L54	N 00° 23' 28"E	5.00'									
L25	S 01° 17' 44"W	20.68'	L55	N 44° 36' 32"E	14.14'									
L26	N 89° 36' 32"E	60.00'	L56	S 45° 23' 28"W	14.14'									



$\Delta = 35^\circ 21' 37''$
 $R = 1030.00'$
 $L = 635.67'$
 $LC = N17^\circ 17' 21''E$
 $625.63'$

$\Delta = 16^\circ 27' 12''$
 $R = 1130.00'$
 $L = 324.50'$
 $LC = S26^\circ 44' 33''W$
 $323.38'$

$\Delta = 35^\circ 11' 43''$
 $R = 1130.00'$
 $L = 694.13'$
 $LC = N17^\circ 22' 18''E$
 $683.27'$

Belmont 407 LLC.
 Doc. No. 2011-124875
 R.P.R.D.C.T.

LEGEND

BL	BUILDING LINE
DE	DRAINAGE EASEMENT
IRF	IRON ROD FOUND
IRS	IRON ROD SET
SSE	SANITARY SEWER EASEMENT
UE	UTILITY EASEMENT
RPRDCT	REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
SD	STORM DRAIN EASEMENT
WL	WATER LINE EASEMENT
INST	INSTRUMENT
WLE	WALL LANDSCAPE EASEMENT
HOA	HOME OWNERS ASSOCIATION

F. THORNTON SURVEY
 ABSTRACT NUMBER 1244

Farm to Market 407
 (an 80' right-of-way)

Point of Beginning
 5/8 inch iron rod set

FINAL PLAT
 OF
 HARVEST PHASE I

Lots 1X, 2X, Block 1, Lots 1X & 1-15, Block 2, Lots 1-25, Block 3,
 Lots 1-19, Block 4, Lots 1-16, Block 5, Lots 1X & 1-18, Block 6,
 Lots 1X & 1-20, Block 7, Lots 1X, 2X, 1-35, 41X-43X, Block 8, Lots 1-3, Block 9,
 Lots 1-3, Block 10, Lots 1-3, Block 11, Lots 1-3, Block 12, Lots 1X, 1-17, Block 13,
 Lots 1-36, Block 14, Lots 1X, 10X-13X, 1-14, Block 15, Lots 1-14, Block 16,
 Lots 1-16, Block 17, Lots 1-15, Block 18, Lots 1X, 1-14, Block 19, Lots 1-7, Block 20,
 Lots 1-18, Block 21, Lots 1-10, Block 22,
 Lot 1X, Block 23,

Being 128.828 Acres in the Patrick Rock Survey, Abstract Number 1063
 An addition to the Town of Northlake "corporate limits and extraterritorial
 jurisdiction, Denton County, Texas,
 340 lots by use (321 Residential lots, and 19 nonresidential / Open Space lots)
 Mixed-Use Planned Development / Harvest Development Code Zone 3

OWNER
 HARVEST PHASE I, LLC.
 3090 Olive Street, Suite 300
 Dallas, Texas 75219
 972-201-2800

OWNER
 BELMONT 407, LLC.
 3090 Olive Street, Suite 300
 Dallas, Texas 75219
 972-201-2800

SURVEYOR / ENGINEER
 PELOTON LAND SOLUTIONS
 5751 Kroger Drive, Suite 185
 Keller, Texas 75219
 817-562-3350

Filed for Record
 in the official records of
 Denton County
 On Jun 07 2013 at 10:25:54
 as a
 Final Record
 Instrument Number: 2013-
 No of Pages: 3
 Amount: \$50.00
 Record Number: 1059113
 Fee:
 Payment Reference:

JOB #:	HW11004
DRAWN BY:	W. Blades
CHECKED BY:	T. Bridges
DATE:	
REVISIONS:	

PELOTON
 LAND SOLUTIONS

5751 KROGER DR. STE. 185 | KELLER, TX 76244 | 817-562-3350

2
 3

Date of Preparation: April, 2013

12:36:09 PM

5/30/2013

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WHEREAS HARVEST PHASE I, LLC. & BELMONT 407, LLC., ARE THE SOLE OWNERS OF THAT CERTAIN TRACT OF LAND LOCATED IN THE PATRICK ROCK SURVEY, ABSTRACT NUMBER 1063 IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS SAID TRACT BEING ALL OF THOSE TRACTS OF LAND DESCRIBED BY DEED TO HARVEST PHASE I, LLC. AS RECORDED IN INSTRUMENT NUMBER 2012-122109, AND INSTRUMENT NUMBER 2012-122110, AND A PORTION OF BELMONT 407, LLC., AS RECORDED IN INSTRUMENT NUMBER 2012-130827, INSTRUMENT NUMBER 2012-145967 AND INSTRUMENT NUMBER 2011-124875, ALL OF REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET AT THE SOUTHEAST CORNER OF SAID HARVEST PHASE I AS RECORDED IN INSTRUMENT NUMBER 2012-122110, ALSO BEING IN THE NORTH RIGHT-OF-WAY LINE OF FM 407;

THENCE S 89° 35' 23" W, 204.66 FEET WITH SAID NORTH LINE TO A 5/8 INCH IRON ROD STAMPED "PELTON" SET;

THENCE N 00° 24' 37" W, 31.86 FEET DEPARTING SAID NORTH LINE TO A 5/8 INCH IRON ROD STAMPED "PELTON" SET;

THENCE N 30° 52' 29" E, 155.48 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 59° 07' 31" E, 28.77 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE 56.49 FEET, WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03° 04' 57", WHOSE RADIUS IS 1050.00 FEET, THE LONG CHORD WHICH BEARS N 03° 10' 20" E, 56.48 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE N 59° 07' 31" W, 1492.45 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 324.50 FEET, THROUGH A CENTRAL ANGLE OF 16° 27' 12", WHOSE RADIUS IS 1130.00 FEET, THE LONG CHORD WHICH BEARS S 26° 44' 33" W, 323.38 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 632.70 FEET, THROUGH A CENTRAL ANGLE OF 35° 11' 43", WHOSE RADIUS IS 1030.00 FEET, THE LONG CHORD WHICH BEARS S 17° 22' 18" W, 622.80 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 00° 13' 34" E, 52.59 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 44° 55' 23" E, 35.54 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 88° 48' 39" W, 7.98 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 89° 59' 57" W, 142.02 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 44° 53' 14" E, 35.29 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 00° 13' 34" W, 52.19 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 694.13 FEET, THROUGH A CENTRAL ANGLE OF 35° 11' 43", WHOSE RADIUS IS 1130.00 FEET, THE LONG CHORD WHICH BEARS N 17° 22' 18" W, 683.27 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 635.67 FEET, THROUGH A CENTRAL ANGLE OF 35° 21' 37", WHOSE RADIUS IS 1030.00 FEET, THE LONG CHORD WHICH BEARS N 17° 12' 19" E, 625.63 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 00° 23' 28" W, 676.98 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 289.37 FEET, THROUGH A CENTRAL ANGLE OF 16° 05' 49", WHOSE RADIUS IS 1030.00 FEET, THE LONG CHORD WHICH BEARS N 08° 26' 23" W, 288.42 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 16° 29' 17" W, 671.93 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 317.07 FEET, THROUGH A CENTRAL ANGLE OF 16° 04' 36", WHOSE RADIUS IS 1130.00 FEET, THE LONG CHORD WHICH BEARS N 08° 26' 59" W, 316.03 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 00° 24' 41" W, 124.91 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 89° 53' 25" E, 120.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 00° 24' 41" W, 617.66 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 89° 35' 19" E, 128.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 89° 39' 10" E, 54.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 89° 36' 32" E, 566.87 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 00° 23' 28" E, 108.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 45° 23' 28" E, 14.14 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 00° 23' 28" E, 54.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 44° 36' 32" W, 14.14 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 00° 23' 28" E, 108.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 89° 36' 32" E, 430.08 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 01° 17' 44" E, 118.01 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 89° 36' 32" E, 110.01 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 44° 09' 24" E, 14.03 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 01° 17' 44" W, 7.72 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 88° 42' 16" E, 60.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 01° 17' 44" E, 20.68 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 89° 36' 32" E, 121.33 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 00° 23' 28" E, 286.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 89° 36' 32" E, 60.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 00° 23' 28" E, 4.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 45° 23' 28" E, 14.14 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 89° 36' 32" E, 120.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 00° 23' 28" E, 1205.65 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 89° 36' 32" E, 145.06 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 00° 23' 28" E, 60.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 45° 23' 28" E, 14.14 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 00° 23' 28" E, 227.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 36.59 FEET, THROUGH A CENTRAL ANGLE OF 27° 13' 30", WHOSE RADIUS IS 77.00 FEET, THE LONG CHORD WHICH BEARS S 14° 00' 13" E, 36.24 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 00° 37' 23" E, 55.44 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 78° 01' 33" E, 114.84 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 86° 50' 43" E, 192.88 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 30° 58' 59" E, 107.72 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 32° 01' 12" W, 665.51 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 00° 37' 23" E, 30.35 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 34° 22' 27" W, 332.65 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 309.42 FEET, THROUGH A CENTRAL ANGLE OF 16° 53' 03", WHOSE RADIUS IS 1050.00 FEET, THE LONG CHORD WHICH BEARS S 25° 55' 55" W, 308.30 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 72° 30' 37" E, 100.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET, THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 286.79 FEET, THROUGH A CENTRAL ANGLE OF 17° 54' 00", WHOSE RADIUS IS 950.00 FEET, THE LONG CHORD WHICH BEARS S 08° 32' 23" W, 295.59 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 00° 24' 34" E, 22.97 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 59° 07' 31" E, 73.75 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE S 15° 25' 56" E, 52.94 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET IN THE NORTH RIGHT-OF-WAY LINE OF FM 407;

THENCE S 89° 35' 23" W, 76.75 FEET WITH SAID NORTH RIGHT-OF-WAY TO THE POINT OF BEGINNING AND CONTAINING 5,611,728 SQUARE FEET OR 128,828 ACRES OF LAND, MORE OR LESS.

KNOW ALL MEN BY THESE PRESENTS:

That I, Todd A. Bridges, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground.

Signature: [Signature]

Date: 5-30-13



NOTES

- 1. UPON COMPLETION OF STREET, UTILITY CONSTRUCTION AND GRADING WORK, 5/8 INCH IRON RODS WITH CAP STAMPED "PELTON" SHALL BE SET AT ALL LOT CORNERS, BLOCK CORNERS AND POINTS OF TANGENCY ON CURVES.
2. FLOOD PLAIN SHOWN WAS DIGITIZED FROM FLOOD INSURANCE RATE MAP AND PANEL NUMBER 48121C0505G, REVISED APRIL 18, 2011. THAT MAP DEFINES THE FLOOD PLAIN AS "ZONE A", DEFINED AS NO BASE FLOOD ELEVATIONS DETERMINED.
3. 5' SIDE AND REAR YARD SET BACKS REQUIRED ON ALL RESIDENTIAL LOTS.
4. MAINTENANCE OF DETENTION PONDS AND DRAINAGE CHANNELS WITHIN THE DEVELOPMENT IS THE RESPONSIBILITY OF THE FRESHWATER SUPPLY DISTRICT.
5. NO CONSTRUCTION SHALL BE ALLOWED WITHIN FEMA DESIGNATED FLOOD PLAIN WITHOUT A HYDRAULIC STUDY.
6. NO DIRECT RESIDENTIAL DRIVEWAY ACCESS TO HARVEST WAY OR CLEVELAND-GIBBS ROAD IS ALLOWED.
7. SELLING A PORTION OF ANY LOT WITHIN THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND CITY ORDINANCES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
8. ALL LOTS SHOWN WITHIN NORTHLAKE ETJ ON THIS PLAT ARE WITHIN ZONE 3 AS IDENTIFIED IN THE HARVEST DEVELOPMENT AGREEMENT. ALL SETBACKS SHALL CONFORM WITH THE ZONE 3 REQUIREMENTS OF SECTION 5.1 RESIDENTIAL DEVELOPMENT STANDARDS TABLE OF THE HARVEST DEVELOPMENT CODE UNLESS A MORE RESTRICTIVE SETBACK IS IDENTIFIED ON THE PLAT WITH A BUILDING LINE.
9. WATER SERVICE TO THIS PROPERTY IS PROVIDED BY THE TOWN OF NORTHLAKE VIA THE ATTACHED INTERLOCAL WATER SERVICE AGREEMENT BY AND BETWEEN ARGYLE WATER SUPPLY CORPORATION AND THE TOWN OF NORTHLAKE, TEXAS. ADOPTED BY THE TOWN OF NORTHLAKE TOWN COUNCIL ON APRIL 11, 2013, WHICH DESCRIBE THE RESPECTIVE AREAS OF RESPONSIBILITY FOR PROVISION OF WATER SERVICE. THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL SUCH TIME AS THE LEGAL CCN BOUNDARIES AS ESTABLISHED BY THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY ARE PERMANENTLY CHANGED TO REFLECT THE AGREED UPON SERVICE AREAS.
10. ALL UTILITIES WILL BE REQUIRED TO CROSS BELOW DEVON PIPELINES AT A MINIMUM OF TWENTY-FOUR INCHES (24"). PIPELINE OPERATION PERSONNAL MUST BE ON-SITE WHEN THE CROSSING UNDER THE LINE OCCURS.
11. ALL DEDICATED PUBLIC ROADS WILL BE MAINTAINED BY THE FRESH WATER SUPPLY DISTRICT.

State of Texas)
County of Denton)

Now Therefore, know all men by these presents: That Harvest Phase I, LLC. and Belmont 407, LLC. by and through its duly authorized officer, does hereby accept this plat designating the herein described tract as Lots 1X, 2X, Block 1: Lots 1X & 1-15, Block 2: Lots 1-25, Block 3: Lots 1-19, Block 4: Lots 1-16, Block 5: Lots 1-18, Block 6: Lots 1X & 1-20, Block 7: Lots 1X, 2X & 1-35, 41X-43X, Block 8: Lots 1-3, Block 9: Lots 1-3, Block 10: Lots 1-3, Block 11: Lots 1-3, Block 12: Lots 1X & 1-17, Block 13: Lots 1-36, Block 14: Lots 1X, 10X-12X & 1-13, Block 15: Lots 1-14, Block 16: Lots 1-16, Block 17: Lots 1-15, Block 18: Lots 1X & 1-14, Block 19: Lots 1-7, Block 20: Lots 1-18, Block 21: Lots 1-10, Block 22: Lot 1X, Block 23 Harvest Phase I, an addition to the Town of Northlake, and the Town of Northlake Extraterritorial Jurisdiction Denton County, Texas and do hereby dedicate to the public use forever, the streets and easements shown thereon.

Harvest Phase I, LLC.
a Texas limited liability company
By: [Signature]
Name: Angie Mastrocola
Title: SR VP

State of Texas)
County of Dallas)

This instrument was acknowledged before me on May 30, 2013, by Angela Mastrocola, Senior Vice President of Harvest Phase I, LLC, a Texas limited liability company, on behalf of said limited liability company. Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he executed the same for the purpose of and consideration therein expressed, and in the capacity therein stated.

Given my hand and seal of office, this the 30th day of May, 2013
Notary Public, State of Texas [Signature]

My Commission Expires: 9/26/13



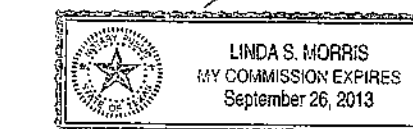
Belmont 407, LLC.
a Texas limited liability company
By: [Signature]
Name: Angie Mastrocola
Title: SR VP

State of Texas)
County of Dallas)

This instrument was acknowledged before me on May 30, 2013, by Angela Mastrocola, Senior Vice President of Belmont 407, LLC, a Texas limited liability company, on behalf of said limited liability company. Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he executed the same for the purpose of and consideration therein expressed, and in the capacity therein stated.

Given my hand and seal of office, this the 30th day of May, 2013
Notary Public, State of Texas [Signature]

My Commission Expires: 9/26/13



APPROVAL BY THE TOWN COUNCIL
Date: 5-23, 2013
[Signature] Mayor, Town of Northlake
[Signature] Town Secretary, Town of Northlake



REVIEWED AND APPROVED BY
BELMONT FRESH WATER SUPPLY DISTRICT NO. 1
DATE: 6-1, 2013
[Signature] DISTRICT ENGINEER

OWNER
HARVEST PHASE I, LLC.
3090 Olive Street, Suite 300
Dallas, Texas 75219
972-201-2800
SURVEYOR / ENGINEER
PELTON LAND SOLUTIONS
5751 Kroger Drive, Suite 185
Keller, Texas 75219
817-562-3350

FINAL PLAT OF HARVEST PHASE I

Lots 1X, 2X, Block 1, Lots 1X & 1-15, Block 2, Lots 1-25, Block 3, Lots 1-19, Block 4, Lots 1-18, Block 5, Lots 1X & 1-18, Block 6, Lots 1X & 1-20, Block 7, Lots 1X, 2X, 1-35, 41X-43X, Block 8, Lots 1-3, Block 9, Lots 1-3, Block 10, Lots 1-3, Block 11, Lots 1-3, Block 12, Lots 1X, 1-17, Block 13, Lots 1-36, Block 14, Lots 1X, 10X-13X, 1-14, Block 15, Lots 1-14, Block 16, Lots 1-16, Block 17, Lots 1-15, Block 18, Lots 1X-14, Block 19, Lots 1-7, Block 20, Lots 1-18, Block 21, Lots 1-10, Block 22, Lot 1X, Block 23,

Being 128,828 Acres in the Patrick Rock Survey, Abstract Number 1063 An addition to the Town of Northlake "Corporate limits and extraterritorial jurisdiction, Denton County, Texas, 340 lots by use (321 Residential lots, and 19 nonresidential / Open Space lots) Mixed-Use Planned Development / Harvest Development Code Zone 3

Table with columns: JOB #, DRAWN BY, CHECKED BY, DATE, REVISIONS. Values include HWR1004, W.Bridges, T.Bridges.

PELTON LAND SOLUTIONS
SHEET 3 OF 3 SHEETS

Filed for Record in the official records of Denton County
On Jun 07 2013 at 10:45:54 AM
Plat Records
Harvest Phase I
Doc Number: 2013-166
No of Pages: 2
Acres: 128.83

Rules and Regulations

**RULES AND REGULATIONS
FOR
HARVEST RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

("ASSOCIATION")

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GENERAL PROVISIONS GOVERNING
THE USE OF LOTS AND COMMON AREAS**

**ARTICLE II
PROVISIONS GOVERNING COLLECTION AND FINING**

**Adopted by
the Board of Directors**

MAY 20, 2013

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ARTICLE I
General Provisions

These Rules and Regulations (the "Regulations") for the Association are established by the Board of Directors, effective as of May 20, 2013 pursuant to the rule making and rule enforcement authority granted to the Board of Directors pursuant to the Governing Documents. These Regulations are in addition to the terms, provisions and covenants contained in the other Governing Documents. If there is a conflict among documents, the order of governing authority shall be as set forth in the Declaration. The Board of Directors is empowered to interpret, enforce, amend and repeal these Regulations.

The Association hereby grants a revocable license in favor of the Manager to interface with the Owners, Occupants, and other Persons described in these Regulations to effect the Association rights and obligations set forth herein, but not to grant any waivers, make any decisions or otherwise make any independent elections whatsoever beyond the actions specifically authorized by the Association. If the Association, in its sole and absolute discretion, elects to terminate this license in whole or in part, then immediately upon giving notice to the Manager, the license granted in the immediately preceding sentence shall terminate, and the Association may enforce its rights and obligations hereunder itself or through another designated Person. Any and all rules and requirements contained herein may be supplemented by the Board of Directors and shall become effective upon recording such new Regulations in the Real Property Records.

These Regulations are solely for the benefit of the Manager, Owners, Association, Board of Directors, as well as their successors, assigns and designees and are not for the benefit and may not be relied upon in any manner by any other Person. These Regulations do not intend to include or have enforced, nor shall the Association, Declarant, Manager, Board and each of their respective successors, assigns or Designees include in the future by amendment or supplement or enforce any provision in these Regulations or any other Governing Document that would prohibit or restrict an Owner in any manner in violation of Chapter 202 of the Texas Property Code entitled *Construction and Enforcement of Restrictive Covenants*, as amended, including Sections 202.007 and 202.009.

Rights and obligations of the Association may be exercised by the Association's designees, including the Manager. Any capitalized terms not defined herein shall have the meaning as set forth in the Declaration.

Section 1.1 Definitions.

The following terms are defined for use in these Regulations and those capitalized terms used in these Regulations but not expressly defined herein have the same meaning as defined in the Declaration or any Sub-Association declaration, as applicable:

"Association." Harvest Residential Community Association, Inc., a Texas nonprofit corporation organized under the Act and created for the purposes and possessing the rights, powers, authority and obligations set forth in the Governing Documents.

"Board of Directors." The Board of Directors of the Association.

"Contractor." Any party performing construction, repair, remodeling or other services for an Owner, Occupant or Association.

"Declarant." Harvest Phase 1, LLC, a Texas limited liability company located at 3090 Olive Street, Suite 300, Dallas Texas 75219, and any successor or assignee designated by written notice or assignment executed by the then Declarant and any successor or assignee designated by written notice or assignment executed by the then Declarant; provided, however, to the extent any rights or powers reserved to Declarant are transferred or assigned to the successor or assignee, such Person shall also execute the written notice of assignment.

"Declaration." That certain Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community, recorded as Document No. 2013-64277 in the Real Property Records of Denton County, Texas, as may be amended from time to time.

"Improvements." Any and all physical structures, facilities, alterations or changes of any type or nature made to or on any portion of the Property, Common Areas and Lots including any buildings, residences, parking lots, parking structures, roadways, driveways, ramps, loading areas, mechanical equipment, utilities, fencing, antennae, walls, screens, landscaping, streetscapes, grading changes, park areas, walkways, bridges, recreational facilities, exterior lighting facilities, drainage structures, curbs, retaining walls and grates existing or in the future placed on any portion of the Property, including all cable television, cellular phone, internet and other utility or communication installations or equipment.

"Legal Requirements." Any restrictive covenants and any other matters of record and any and all then-current judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to any Owner's use and enjoyment of any portion of the Property or any Lot, including Environmental Laws, zoning ordinances, subdivision and building codes, flood disaster laws and applicable architectural barrier and health laws and regulations.

"Lot." Any plot or tract of land in the Property that is a platted lot as shown on a plat, as may be amended from time to time, approved by the Town of Northlake or the Town of Argyle, whichever is applicable, and recorded in the Real Property Records other than Common Areas.

"Manager" or "Management Office." The management staff in such staff's offices who are employees or independent contractors of the Association.

"Occupant." Person from time to time entitled to the use and occupancy of any portion of the Improvements on a Lot under an ownership right or any lease, sublease or other similar agreement in accordance with the terms of this Declaration and the Governing Documents.

"OTARD." This term shall have the meaning assigned to such term in Section 1.6(g)(iii) of these Regulations.

"Owner." Any Person (including Builders and Declarant) owning record title to a Lot, but excluding any Person having an interest in a Lot solely as security for an obligation.

"Property." That certain real property located in the County and more particularly described on Exhibit A attached to the Declaration, together with all and singular the dedications, easements, restrictions and reservations shown or cited on a recorded plat or separate recorded document, the Easements and the rights and appurtenances pertaining thereto, including any Annexed Property as described in the Declaration.

"Recreational Facilities." Those certain facilities in the Common Areas including a recreational center, swimming pools, clubhouses, playgrounds, sports facilities and other areas designated for recreational activity.

"Regulations." These rules and regulations for the Property as the same may be adopted and amended from time to time by the Board, in accordance with the Governing Documents.

"Residence." A residential dwelling constructed on a Lot.

Section 1.2 Compliance.

(a) Compliance. Each Owner, Occupant and all guests and visitors and other Persons using or occupying a Lot belonging to an Owner or any other portion of property within the Property, shall comply with the provisions of the Governing Documents and all Legal Requirements of the Property, any of which may be revised from time to time. Each Owner shall be liable for damages to any Person or property for violations of the Governing Documents, whether the Owner commits the violation or guests, Occupants or other visitors of such Owner commit the violation. The regulations contained within any specific section herein shall not be interpreted to apply to the exclusion of other regulations contained in these Regulations which would logically apply to the same subject matter.

(b) Waiver. Circumstances may warrant waiver or variance of any provision of these Regulations. To obtain a waiver or variance, an Owner must make written application to the Association and/or the Architectural Control Committee, as applicable. The Association and Architectural Control Committee will consider such request and respond to the Owner in accordance with the Governing Documents. If the application is approved, the waiver or variance must be in writing from the Association and/or Architectural Control Committee, whichever is applicable and may be conditioned or otherwise limited. The variance or waiver of any provision of these Regulations by the Association or the Architectural Control Committee for the benefit of any particular Owner shall not be construed as a waiver of any provision of these Regulations in favor of any other Owner, nor shall any such waiver or variance prevent the Association and Architectural Control Committee from thereafter enforcing any provision of these Regulations against any or all of the Owners.

(c) Right to Enforce. The Association and the Architectural Control Committee have the right, not the obligation, to enforce these Regulations against any Person who owns or uses any portion of the Property, Lot, Common Areas or any other portion of real property governed by the Association.

Section 1.3 Obligations of Owners.

(a) Insurance. Each Owner is solely responsible for insuring its Lot and all Improvements thereon in accordance with Article IX of the Declaration, the Governing Documents and all Legal Requirements.

(b) Damage. Subject to the insurance provisions set forth in Article IX of the Declaration, an Owner is responsible for any loss or damage the Owner causes to a Lot and the personal property of other Owners.

(c) Personal Property Insurance. Owners and Occupants assume full risk and sole responsibility for placing insurance on such Owner's and Occupant's personal property. Each Owner is required to carry insurance on their respective personal property in accordance with the insurance provisions set forth in Article IX of the Declaration and the Governing Documents.

(d) Reimbursement for Enforcement. Each Owner shall reimburse the Association for any expense incurred by the Association to enforce the Governing Documents against such Owner or such Owner's Occupant as provided in the Governing Documents.

(e) No Estate Sales. Without the Association's prior written permission, an Owner or Occupant may not conduct on such Owner's Lot a sale or activity that is advertised or attractive to the public, such as "estate sales," "yard sales" or "garage sales." This Section 1.3(d) does not apply to marketing the sale of an Improvement on a Lot, unless combined with a prohibited activity. Notwithstanding the foregoing, the Association may, but is not obligated to, conduct community garage sale events in accordance with any rules and regulations the Association establishes and publishes for such events.

(f) Landscape and Exterior Maintenance.

(i) Landscaping. Owners shall landscape Lots in accordance with the Architectural Guidelines which set forth the allowed tree and shrub species. All landscaping located on any Lot will be properly maintained at all times by the Lot Owner. Further, each Owner must maintain an attractive ground cover or lawn on all yards visible from a street or alley, must prevent lawn weeds or grass from exceeding six inches in height, must mow the lawn at regular intervals, must edge street curbs, sidewalks, and driveways at regular intervals, and must promptly remove weeds, lawn clippings, and plant trimmings. Owners must maintain shrubs and trees visible from a street in an attractive manner, must replace plant material as needed to maintain the minimum landscaping requirements set forth in the Architectural Guidelines, must remove dead or dying trees, and must not plant vegetable gardens that are visible from the street. Landscaped areas will be irrigated with complete coverage, so that there are no areas of dead or brown vegetation. Front yard flower beds or planted islands may, in general, be expanded, re-shaped, and/or established, Landscape beds must use native and adaptive plants from the approved plant list in the Architectural Guidelines, requiring less water and giving consistency to the landscape palette in the Harvest community. At least 50% of the available front yard area and corner yard must have landscape bed coverage with the remaining 50% of the yard area being composed of grass or as otherwise set forth in the Architectural Guidelines. Borders of existing flower beds or extension of flower beds and other landscaped areas in front yards, shall consist of metal, fiberglass, masonry or cut rock edging material designed for such purpose. Plastic edging is not permitted in front yard areas. Edging should have a relatively uniform top edge and the use of sharp or exposed edges (such as brick or rock sunk at angles) is discouraged and will generally not be permitted.

(ii) Exterior Maintenance. All Improvements upon any Lot will at all times be kept in good condition, repaired and adequately maintained by the Lot Owner.

(A) Paint and Trim. Exterior siding and trim must be painted or stained, whichever is applicable, in accordance with the Architectural Guidelines, as often as necessary to prevent cracked or peeling paint. Owners are required to repaint or restain exterior portions of an Improvement, if the front, back or side of such Improvement becomes visibly faded, mildewed, chipped, or cracked. No approval from the Architectural Control Committee is necessary if Owner will use the same color of stain or paint currently on the Improvement previously approved by Architectural Control Committee. If any Improvement, siding or trim was not originally painted, the exterior of same shall be maintained sufficiently so that it appears in good condition.

(B) Roofs and Garages. Roofs must be free from missing shingles and stains and any such missing or stained shingles shall be repaired or replaced, whichever is appropriate for proper repair of the roof. Garage doors must be painted or stained, whichever is applicable, in accordance with the Architectural Guidelines, as often as necessary to prevent cracked or peeling paint and garage doors must be maintained in proper working condition and be fully functional.

(C) Retaining Walls. Maintenance, repair and replacement of retaining walls, when needed, shall be the responsibility of the Lot Owner on the higher side of the land on which the retaining wall resides and shall be performed by such Owner in accordance with the Architectural Guidelines.

(D) Failure to Maintain. Failure by an Owner to maintain and repair their Lots and Improvements in accordance with this Section 1.3 (f) shall be considered a violation of and shall be subject to fines as set forth in Article II of these Regulations. Declarant and the Association will have the right, but not the obligation, at any reasonable time to enter upon any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary and to paint, repair, or otherwise maintain any Improvements in need thereof, and to charge the cost thereof to the Lot Owner as set forth in Section 8.2 of the Declaration.

(g) Outdoor Cooking and Other Hazardous Activities. No activities shall be conducted or Improvements constructed on any Lot or on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearm or fireworks shall be discharged upon any Lot or other portion of the Property, no open fires shall be lighted or permitted, including burning of leaves or trash, except as specifically set forth below and within well designed interior fireplaces.

(i) Fireworks. Notwithstanding the foregoing, no Person or organization shall use, discharge, cause to be discharged, ignite, detonate, or otherwise set in action any fireworks of any kind, except for fireworks displays arranged and sponsored by the Association and carried out by qualified pyrotechnics technicians. "Fireworks" includes a combustible substance or article designed to produce a visible or audible effect by combustion, explosion, or detonation, such as but not limited to firecrackers, skyrockets, roman candles, squibs, star shells, sparklers, and other devices within the common meaning of "fireworks".

(ii) Outdoor Cooking Equipment and Fire Elements. Gas grills, charcoal grills or other types of outdoor cooking equipment ("Outdoor Cooking Equipment") approved by the Architectural Control Committee are permitted and shall be located outdoors in fenced backyard areas and properly placed within a safe distance from other Improvements on a Lot when in use. When not in use, Outdoor Cooking Equipment may be stored in fenced backyard areas not visible from the street or in the garage on an Owner's Lot. Owners shall keep Outdoor Cooking Equipment in good working condition at all times which includes keeping such equipment clean, sturdy and free from gas leaks. Owners shall practice proper care, safety and caution at all times when using any Outdoor Cooking Equipment. Outdoor fireplaces and freestanding outdoor fireplace elements such as fire pits, fire tables, fire bowls and chimineas used for recreational purposes ("Outdoor Fireplaces") may be permitted on Lots subject to the prior review and approval of the Architectural Control Committee. The Architectural Control Committee shall have the absolute and exclusive right, power and authority to i) designate the location of and require certain specifications for any Outdoor Cooking Equipment and Outdoor Fireplace and ii) establish rules for the use and maintenance of the Outdoor Cooking Equipment and Outdoor Fireplaces in addition to those set forth in these Regulations in order to promote fire safety on the Lots and Property. No approved Outdoor Cooking Equipment or Outdoor Fireplace shall be used for any purpose other than that for which it was intended. Burning trash or other material foreign to any Outdoor Fireplace is strictly prohibited.

(h) Drainage Ways. All Owners shall maintain swales or culverts which are part of the Harvest community drainage system located on their Lots. If an Owner fails to properly maintain such drainage ways, the Declarant, during the Declarant Control Period or the Association may undertake such maintenance and assess the costs to the appropriate Owners as set forth in Section 8.2 the Declaration.

Section 1.4 Community Etiquette in the Property.

(a) Courtesy. Each Owner will endeavor to use such Owner's property and any portion of the Common Areas in a manner calculated to respect the rights and privileges of other Owners and users in the Property. Each Owner and Occupant will refrain from conduct that may reasonably be expected to materially endanger the health or safety, annoy, harass, inconvenience, embarrass or offend the average person or other users of the Common Areas, including employees of the Association, or to reduce the desirability of the Property as a residential and/or mixed use community. Owners, Occupants, guests and visitors shall abide by all posted rules on the Property set forth by the Association conditioning the use of the Common Areas, including but not limited to the use of the Recreational Facilities.

(b) Visitors. Each Owner will endeavor to inform its guests and visitors of the Regulations and cause such guests to use such Owner's property, the Common Areas, the Recreational Facilities and any portion of any

other property within the Property in accordance herewith. As set forth in Section 1.2(a) of these Regulations, Owner shall be responsible for any damage caused by guests as a result of a violation committed by such guests.

(c) Code of Conduct. All Owners will conduct themselves in a civil manner when dealing with the Association, Board of Directors and Architectural Control Committee and each of their Designees and other Owners or Occupants. In return, such Owners are due the same courtesy and civility. The following actions are expressly prohibited: (i) verbal abuse; (ii) insults and derogatory name-calling; (iii) cursing; (iv) aggressive or threatening behavior; (v) hostile touching or physical contact; (vi) sexual harassment; (vii) publicly posting correspondence and (viii) phone calls, emails or other communications that are designed-- by their tone, time or frequency -- to harass or intimidate.

(d) Employees. An Owner or Occupant may not instruct, direct or supervise, or interfere with the performance of duties by employees or agents of the Association or of other Owners (including the Manager and its employees and agents), unless directed to do so by the Association (with respect to the Association's employees or agents).

(e) No Hiring of Employees. The employees and agents of the Association and Manager are not permitted or authorized to render personal services to Owners and Occupants, including but not limited to performing services such as walking or caring for pets. Owners and Occupants will not request or encourage employees or agents to violate this provision. Emergency situations or requests through the Manager for staff assistance, at such Owner's or Occupant's expense, should be addressed directly to the Manager.

(f) Communications among Owners. The Association balances the right of members of the Association to communicate with each other against the desire of Persons to be free of uninvited solicitations and misleading communications. To achieve that balance, oral and written communications that are intended for delivery to more than one Owner are subject to this Section 1.4(f).

(i) Without the Board of Director's prior written permission, Owners, Occupants and other Persons may not communicate with other Owners and Occupants in a manner that may give the impression of having been approved or sanctioned by the Association. In communicating with Owners and Occupants, the issuer should identify himself and state that the communication has not been sanctioned by the Association.

(ii) Without the Board of Director's prior written permission, Owners, Occupants and other Persons may not distribute handbills, flyers, brochures or hand deliver written communications to mailboxes, Residence doors or car windshields within the Property.

(iii) Without the Board of Director's prior written permission, Owners, Occupants and other Persons may not solicit information, endorsements or money from other Owners or Occupants, or circulate petitions, except via the U.S. mail.

(g) Reception Interference. Owners and Occupants will avoid doing or permitting any action, activity or equipment that may unreasonably interfere with the television, radio, telephonic or electronic reception on other Lots, Common Areas, Recreational Facilities or other applicable areas within the Property.

(h) Trails and Wildlife. The parks, creeks, greenways, trail areas, and other Common Areas of the Property are habitat areas for numerous species of animals, reptiles and insects. Users of these areas are advised to exercise caution and vigilance in the use of such areas as they may encounter wildlife. Users of these areas shall also exercise care not to damage or destroy natural habitat areas for wildlife. The following rules apply to trails and surrounding open spaces areas on the Property:

- (i) All pets must be on a leash and pet waste must be removed and deposited in pet waste receptacles provided on the Property;
- (ii) No motorized vehicles are allowed the trail areas;
- (iii) Littering, dumping, firearms, loud speakers and music are prohibited;
- (iv) No fires of any type, including ground fires and contained wood or charcoal fires are permitted;
- (v) No soliciting is allowed and no service or item may be rented or sold except as set forth in a concession contract approved by the Board;
- (vi) Trail use is limited to running, walking and biking. Safety and caution must be exercised at all times and bikes must yield to all other trail users;
- (vii) Trails and adjacent open space areas are open from 5:30 am to 10:00 pm;
- (viii) Golfing is not permitted on park or common area property
- (ix) In emergency situations, Owners shall call 911

(i) Smoking. Smoking is prohibited in the Recreational Facilities.

(j) Nuisance. No Owner, Occupant or any other Person shall cause a nuisance within the Property including acts or conditions which i) unreasonably interfere with other Owners' use and enjoyment of their Lots, the Common Areas, the Recreational Facilities and the Property or ii) impair the condition, value and desirability of Lots, the Common Areas, the Recreational Facilities and the Property. Nuisances include, but are not limited to:

(i) Exterior Lighting. Light sources on a Lot shall not be obtrusive, cause spillover light onto neighboring Lots or create a glare onto neighboring Lots or any other portion of the Property. Lighting installed on a Lot shall be of the same nature as and consistent with residential lighting standards common to residential properties comparable to Residences in the Property.

(ii) Noise and Odors. Subject to the provisions of these Regulations allowing construction, Owners and Occupants will exercise reasonable care to avoid making or creating loud, disturbing or objectionable noises or noxious odors that are likely to disturb other Owners.

(iii) Rubbish and Debris. No rubbish or debris shall be placed, permitted to accumulate and create odor on a Lot or any portion of the Property so as to render any portion of a Lot or the Property as unsanitary, unsightly, offensive or detrimental to any other portion of the Property or Owners.

Section 1.5 Leases.

(a) Leasing of Residences. Each Owner may lease its Residence.

(b) Subject to Documents. The mere execution of a lease for a Residence subjects Occupants and related Persons to all pertinent provisions of the Governing Documents to the same extent as if such Occupant and Persons were an Owner; provided that, and notwithstanding the foregoing or any provision of the lease between an Owner and its Occupant, an Owner shall not be relieved of any obligation under the Governing

Documents and shall remain primarily liable under and pursuant to the Governing Documents. The Owner is responsible for providing such Owner's Occupant with the Governing Documents and notifying such Occupant of any changes. The Association shall have no duty to notify Occupants concerning any Legal Requirement. The Association may, but is not obligated to, send notices of violations by an Occupant to both the Occupant and to the Owner. Whether or not it is so stated in the lease, an Occupant's violation of the Governing Documents is deemed to be a material default of the lease for which Owner has all available remedies at law or equity.

(c) Occupant Communications. Owners shall instruct their Occupants to channel all communications to the Owner, except in cases of emergency matters which shall be directed by the Occupant to the Manager.

(d) For Lease Signs. No sign may advertise any Lot within the Property for lease or for rent, including signs displayed in the window of any Residence or vehicle.

Section 1.6 General Use of Lots.

(a) Lots. The uses allowed in the Property for various Lots shall be in accordance with Article III of the Declaration and any other portion of the Governing Documents, as applicable.

(b) Temporary and Accessory Structures. No temporary dwelling, shop, trailer, mobile home, any improvement of a temporary nature or accessory structure including but not limited to play structures, dog houses and storage sheds shall be permitted on a Lot without the prior written approval of the Association or Architectural Control Committee, as applicable. Notwithstanding the foregoing, certain structures may be permitted in accordance with those terms and conditions related thereto specifically set forth in the Architectural Guidelines, as amended from time to time.

(c) Water Features. Before installation of fountains, ponds, pools, hot tubs, spas, whirlpools or Jacuzzis (portable or permanently installed), an Owner must obtain prior written approval of the Architectural Control Committee pursuant to Article XII of the Declaration. This rule does not apply to customary bathtub fixtures installed pursuant to all applicable Legal Requirements.

(d) Commercial Activities. No professional, business, or commercial activity to which the general public is invited shall be conducted on any residential Lot. Notwithstanding the foregoing, an Owner or Occupant of a Residence may conduct business activities within a Residence so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Residence; (2) the business activity conforms to all zoning requirements; (3) the business activity does not involve door-to-door solicitation of Owners within the Property; (4) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of Residences in which no business activity is being conducted; and (5) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents in the Property as may be determined in the sole discretion of the Board. This subsection shall not apply to any activity conducted by the Declarant or an Owner engaged in the business of constructing a Residence for resale to a third party. Declarant, in connection with its development of the Property and sale of Lots, shall have the right to maintain on any Lot or Lot(s) model homes, temporary or permanent sales and marketing centers and offices, and conduct open houses or other marketing events, to which the general public may be invited until such Lot is purchased by an individual who intends to reside thereon.

(e) Water Cut-Off. Except as allowed by the Governing Documents or in the case of an emergency, no Owner or other Person may interfere with or interrupt the water lines in the Property, including water lines to any Lot, without the prior knowledge and cooperation of the Association.

(f) Report Malfunctions. An Owner shall immediately upon discovery, report any leak, break or malfunction in the Common Areas, Recreational Facilities, portion of its Lot that may affect other Lots or any other portion of the Property to the Manager and the Manager shall communicate with such Owner and any other Owners such leaks, breaks, malfunctions or other repair needs as may be appropriate to effectuate the proper repair.

(g) Cable/Satellite.

(i) An Owner who subscribes directly to cable or satellite service is solely responsible for the cost and maintenance of the subscription and the appurtenant equipment; provided that no antennas or satellite dishes may be installed except in compliance with these Regulations.

(ii) The Association and Manager shall not prohibit the installation, maintenance or use of antennas used to receive those video programming or fixed wireless services described in the Over-the-Air Reception Device Rule ("OTARD") adopted by the Federal Communications Commission. An Owner shall be permitted to install or maintain an antenna permitted by OTARD within those areas of such Owner's Lot that are in Owner's exclusive use and control, subject to reasonable safety rules established by the Association from time to time; provided, however, that no such antenna or related structures shall be erected on or fastened to any area other than on the Improvement itself and in such a manner to minimize visual intrusion from the street or any adjacent Lot. Any uncertainty as to the proper placement of antenna or related structures should be addressed by referring to the Architectural Guidelines, as amended or inquiry to the Architectural Control Committee.

(h) Signage; Advertising. Subject to the provisions of any permitted easements in the Property and the Signage Rights set forth in the Declaration, no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any Lot or Improvement within the Property. Notwithstanding the foregoing, the following signage is allowed:

(i) For Sale Signs. An Owner may erect one sign not more than six square feet advertising the Lot for sale. As set forth in Section 1.5(d) of these Regulations, signs for the lease of all or any portion of a Lot within the Property are strictly prohibited.

(ii) Declarant and Homebuilder. Signs or billboards may be erected by the Declarant or any Homebuilder as mutually agreed to between Declarant and Builder.

(iii) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, up to one sign for each candidate, party, issue or proposal, provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election. Political Signs may not be more than four feet by six feet.

(iv) For Lease Signs. No sign may advertise any Lot within the Property for lease or for rent, including signs displayed in the window of any Residence.

(i) Holiday Decorations. Owners of residential Lots may display religious, cultural, and holiday decorations in and on Residences subject to the Association's right to regulate the time, place and manner of displays that are visible from the street which right shall be exercised in strict accordance with the Act. Holiday decorations, including lighting displays, are permitted inside windows, on the exterior of homes, and on front yards, provided: (i) they are to scale or proportionate to the size and setback of the homes; (ii) they do not create a noise, appearance, or light disturbance for other Lot Owners; (iii) they are appropriate for the holiday; (iv) they are installed no earlier than ten days before the holiday and are removed within seven days after the holiday,

except that Christmas decorations may be maintained from Thanksgiving to January 15 of each year and Fall decorations may be maintained from October 1 to December .

(j) Screening. The following items must be screened from the view of the street and neighboring Lots and Residences, if any of these items exist on the Lot (i) air conditioning equipment; (ii) satellite reception equipment; (iii) clotheslines, drying racks, and hanging clothes, linens, rugs, or textiles of any kind; (iv) yard maintenance equipment; (v) wood piles and compost piles; (vi) garbage cans and refuse containers; (vii) rain barrels; and (viii) anything determined by the Board, Association or Manager to be unsightly or inappropriate for the Property. Screening may be achieved with fencing or otherwise pursuant to and in accordance with the Architectural Guidelines. Fences used for screening must be stained and maintained in good condition. "Screened from view" means the view of any person from a passenger vehicle driving on a street or alley or the view of a person of average height standing in the middle of the yard of an adjoining Lot.

(k) Window Air Conditioning Units. No window heating or air conditioning units shall be installed within any Improvement.

(l) Trash Disposal.

(i) General Duty. Owners, Occupants and all Persons will endeavor to keep the Lots, Common Areas, Recreational Facilities and all property within the Property clean, will dispose of all refuse and trash (except as set forth in these Regulations) in receptacles for that purpose, will not litter any property, will place lighted or smoldering items, including cigarettes where smoking is permitted, only in designated containers (and not in general trash receptacles) and will not store trash in a manner that unreasonably permits the spread of fire, odors or seepage or encouragement of vermin. If the Association shall provide or designate a service for picking up refuse and garbage, the cost and expense of such service shall be payable by the Owners pursuant to the Budget as set forth in the Declaration.

(ii) Specific Rules. Owners and all Persons must place trash in a sealed or tied container or bag before putting it in the trash receptacle specified by the waste collection service designated for the Property. Trash must be stored in locations screened from the street. Trash receptacles may not be placed out for pick up before 6:00 p.m. the day prior to pick up and may not be left out in such place on any other day for any other reason.

(m) Yard Decor. All portions of a Lot that are visible from the street or from neighboring Lots, including yards, porches, entry areas, sidewalks, driveways, window sills, chimneys (hereinafter collectively referred to in this Section 1.6(m) as the "Yard") are subject to the Architectural Guidelines in addition to the Architectural Control Committee's review of (including without limitation) the shape of pruned shrubs, the number, shapes and uses of flower beds and the integration of objects such as wheelbarrows, boulders, and driftwood into landscaping.

The construction of arbors, patio covers and decks and the use of decorative items, sculptures, fountains, flags or similar type items ("Yard Art") on any portion of the Yard is prohibited without prior written approval of the Architectural Control Committee unless (i) the item is expressly permitted by the Architectural Guidelines or any other Governing Documents, (ii) the item is placed within a fenced portion of the Yard, (iii) the item is no taller than the fence *and* (iv) the fence blocks the view of the item at street level. Notwithstanding the foregoing, Yard Art shall comply with the following restrictions and any other restrictions established by the Architectural Control Committee: (a) Yard Art is generally discouraged; (b) objects must be tasteful in design, be of good quality, designed for landscaping use, and of similar and equal compatibility with Yard Art in similar planned communities to Harvest; (c) in general, objects may not exceed two in number and three feet in height; and (d) objects must be placed within landscaped areas, not in lawn areas.

Notwithstanding the foregoing, patio covers may be attached to a Residence subject to the Architectural

Guidelines, these Regulations and if the cover will be visible from a street, alley, Common Area, or neighboring Lot: (a) must be located on a side of a Residence with a privacy fence; (b) must be compatible in scale, design, color and material with the Residence to which it is attached; (c) color must closely match the color of the roof or trim of Residence to which it is attached. No plastic, metal, or fiberglass patio covers are permitted.

(n) Flagpoles. Flagpoles on Lots must be silver or black in color, must be constructed of aluminum and may not exceed the height of the roof or 20 feet, whichever is less. Flagpoles that attach to the façade of a Residence are also allowed and shall be subject to those guidelines set forth in 1.6(o) and any other guidelines set forth in the Architectural Guidelines. Only one flagpole is allowed per Lot. The location of a flagpole must be approved by the Architectural Control Committee prior to its installation on a Lot. Owners shall comply with Section 1.6(o) of these Regulations with regard to any flags to be flown on a Lot.

(o) Flags. Each Owner has a right to fly certain flags on its Lot. A United States flag, State of Texas flag or an official or replica flag of any branch of the United States armed forces are the only flags allowed on a flagpole which is in compliance with Section 1.6(n) and such flags must be displayed in a respectful manner. Flags may not exceed three feet by five feet in size. Flag lighting (if any) shall be directed at the flag and may not cause or be a nuisance to neighboring Lots. All flags must be in good condition and flown in compliance with applicable federal and state laws governing public flags.

(p) Basketball Goals. Basketball goals shall be permitted only on an Owner's Lot, maintained in good repair and located only on a driveway, in the garage or enclosed backyard area at all times. Basketball goals are prohibited on sidewalks, streets or on any front yard lawn areas and playing basketball in or near any public street, sidewalk or trail is strictly prohibited. Basketball goals that are not maintained, are unsightly or which are not regularly used must be removed. Basketball goals can be permanently installed subject to prior approval of the location and other specifications set forth in the Architectural Guidelines or as otherwise set forth by the Architectural Control Committee.

(q) Mining and Drilling. Except as otherwise set forth in the Declaration, no mining, drilling, boring, exploring for or removing oil, gas or other hydrocarbons, minerals of any kind, rocks, stone, sand, gravel, aggregate or earth on any portion of a Lot or other portion of the Property.

(r) Driveways. The driveway portion of a Lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage. Without the Board's prior approval, a driveway may not be used: (i) for storage purposes, including storage of boats, trailers, and inoperable vehicles; or (ii) for repair or restoration of vehicles. Driveways must be maintained free of potholes, cracks, stains and hazards. Owners have the option to park one vehicle in their garage and use the remaining parking space therein as a storage space for personal items; however, in no event shall the storing of personal items contemplated herein create unsafe or hazardous conditions on any person or property. Garage doors may remain open for a reasonable period of time during which a residential Owner is on its Lot and is performing routine maintenance to its yard, landscaping and Residence on its Lot; however in no event shall leaving any such garage doors open contribute to an unsafe environment or comprise the general safety of the Property and neighboring Lots.

(s) Outdoor Lighting. Outdoor light sources on a Lot shall not be obtrusive, cause spillover light onto neighboring Lots or create a glare onto neighboring Lots or any other portion of the Property. Flood lights must be directed away from neighboring Lots. "Barnyard" or sodium vapor lights are not permitted. Colored lighting is not permitted, except as holiday decorations which shall be displayed in accordance with Section 1.6(i) of these Regulations. Tree up-lights should be concealed underground or in shrub masses. Spotlights and floodlights cannot be mounted to the front elevation of the house. Outdoor lighting shall not be directed in a manner which distracts motorists. Lights on posts, located in front yards or visible above the fence lines in back or side yards, are subject to review and approval by the Architectural Control Committee.

(t) Mailboxes. Mailboxes must conform to the standard mailbox design criteria set forth in the Architectural Guidelines. No mailbox may be individualized or decorated and no numbers, names or other symbols or decorations may be added to mailboxes. With or without notice, the Association may remove and replace any mailbox that does not conform to the Architectural Guidelines and these Regulations and may assess the cost thereof against the Lot or Lots being served by such mailbox.

(u) Occupancy. No thing or structure on a residential Lot may be occupied at any time by any Person, Owner or Occupant other than a Residence located thereon. The maximum number of people permitted per Residence is two persons per bedroom per dwelling.

(v) Security Cameras. If an Owner wishes to install cameras on a residential Lot for the purpose of personal and/or property security, the installation must be approved by the Architectural Control Committee with respect to appearance. The camera(s) may not, at any time, be aimed in a manner which will view any other Lot, Property or any portion thereof.

(w) Sidewalks. Sidewalks, including the portions which cross driveways, shall be kept free of obstructions that would prevent normal use of the sidewalks by pedestrians or other permitted users. No persons shall park vehicles or place other obstructions on sidewalks. Sidewalks shall be maintained by Owners and must be maintained free of potholes, cracks, stains and hazards. Each Owner shall maintain and trim trees on its Lot to provide for adequate clearance of sidewalks abutting such Owner's Lot. Branches of trees on a Owner's Lot encroaching upon any sidewalk areas shall be no less than seven feet in vertical alignment from the sidewalk at all times.

Section 1.7 General Use of Common Areas.

(a) Access Cards or Other Access Controls. Admittance to Common Areas may require use of a coded access card, in which case an appropriate card will be issued to Owners through the Management Office. Access cards are personal to the Owner to whom they are issued and may not be transferred or assigned by Owners except to Occupants or other third parties provided that such transfer or assignment has been approved by the Management Office and all documentation required by the Owner/Occupant has been completed to the satisfaction of the Manager and submitted to the Management Office. Any Person in possession of an access card will, upon request of the Association produce a valid driver's license or other picture identification. An access card found in the possession of a Person to whom it is not issued will be confiscated. Replacement of a lost or confiscated access card, or the purchase of an additional access card, requires payment of a fee set by the Association or Manager.

(b) Recreational Facilities. The Recreational Facilities are the only recreational facilities in the Property. No other portions of the Common Areas may be used for recreation, sports, exercise or play unless specifically authorized by the Association.

(c) Fire and Safety. Except in the event of a relevant emergency, no Owner, Occupant or Person may use, tamper with, pry open or modify any fire or safety equipment within the Property, including alarms, extinguishers, monitors and self-closing doors. Each Owner and its Occupants must be familiar with fire, safety and evacuation plans.

(d) Common Area Landscaping. No Owner shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on or within the Common Areas or any other portion of the Property. Digging, planting, pruning and climbing in any landscaped areas in the Property is expressly prohibited.

(e) Guests. Except for Occupants and permitted guests or visitors, a non-Owner may not use the Recreational Facilities or any portion of the Common Areas, unless accompanied at all times by an Owner. The right of an Owner to share the use of these facilities with such Owner's guests or visitors is at all times subject to the immediate termination by the Association if the Governing Documents are violated or if such termination is deemed by the Association to be in the Association's best interests. Notwithstanding the foregoing, this Section 1.7(e) does not apply to those recreational areas open to the public.

(f) Disturbances Prohibited. No loud sounds or boisterous conduct is permitted in the Recreational Facilities or Common Areas except for the reasonable use of a radio, television, cd player or similar device.

Section 1.8 Use of Recreational Facilities.

(a) Access to Recreational Facilities. The Association may designate the days, hours of access to and operation of the Recreational Facilities. Owners, Occupants or other authorized Persons using the Recreational Facilities must, at all times, respect the rights and privileges of others using the Recreational Facilities.

(b) Number of Guests. An Owner, at any one time, may not have more than five guests, unless otherwise approved or specified by the Association, using the Recreational Facilities and all guests must be accompanied by an Owner at all times. Owners are responsible for any loss or damage caused by their guests. By reservation through the Management Office, functions involving a larger number of guests may be permitted.

(c) Age Restrictions for Health and Safety. In addition to the general requirement that the use of Recreational Facilities by minors or legal incompetents be with the knowledge and consent of their parent or guardian, no individual under the age of 16 years shall be permitted in or around swimming pools that are part of the Recreational Facilities at any time unless accompanied by an adult 18 years of age or older. Children who are not toilet trained must wear swim diapers in and around the swimming pool.

(d) Glass Containers Prohibited. Containers made of glass are not permitted at any time in the Recreational Facilities.

(e) Swimming Pool(s). The rules posted at each swimming pool in the Recreational Facilities shall condition the use of such swimming pools at all times unless additional rules are adopted by the Association in accordance with the Governing Documents.

(f) Lakes and Ponds. All Owners shall observe and use any lakes and ponds located on the Property in accordance with those certain regulations enforced by the Texas Parks and Wildlife Department set forth in Title 31 of the Texas Administrative Code, as amended and where applicable and any other posted rules set forth by the Association. Notwithstanding the foregoing no boating and no swimming will be allowed in any lake or pond on the Property.

(g) Use of Recreational Facilities. The use of Recreational Facilities within the Property is limited to Owners, Occupants and their guests. Users of the Recreational Facilities may be required to furnish identification demonstrating ownership and their right of access.

Section 1.9 Health and Well-Being.

For the health, well-being and enjoyment of all Owners, the following limitations and restrictions will be observed:

SAFETY DISCLAIMER. CERTAIN PERSONS MAY, BUT ARE NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY DESIGNED TO MAKE

THE PROPERTY LESS ATTRACTIVE TO INTRUDERS THAN IT OTHERWISE MIGHT BE. THE BOARD OF DIRECTORS, THE ASSOCIATION, ALL OWNERS, THE MANAGER AND THE DECLARANT AND EACH OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS OR DESIGNEES WILL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY, AND MAY NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN OR NOT UNDERTAKEN. EACH OWNER, OCCUPANT, PERSON, GUEST AND VISITOR IN THE PROPERTY ASSUMES ALL RISK FOR LOSS OR DAMAGE TO SUCH OWNER, OCCUPANT, PERSON, GUEST AND VISITOR, SUCH OWNER'S LOT, TO THE CONTENTS OF SUCH OWNER'S LOT AND IMPROVEMENTS, AND TO ANY OTHER PROPERTY ON THE PROPERTY. THE BOARD OF DIRECTORS, THE ASSOCIATION, ALL OWNERS, THE MANAGER AND THE DECLARANT AND EACH OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS OR DESIGNEES EXPRESSLY DISCLAIM AND DISAVOW ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY SYSTEMS, EQUIPMENT OR MEASURES RECOMMENDED, INSTALLED OR UNDERTAKEN WITHIN THE PROPERTY.

Section 1.10 Construction and Architectural Control of an Improvement.

(a) Architectural Guidelines. During the Declarant Control Period, the Architectural Guidelines shall contain any procedural or substantive rules, guidelines, criteria, standards and procedures that may be adopted by Declarant, from time to time, regarding the design, standards, development, planning and construction of Improvements and the use or occupancy of the Lots, as the same may be amended from time to time in Declarant's absolute sole discretion.

(b) Prohibited Changes to an Improvement. Except as set forth in the Declaration, without prior written approval of the Architectural Control Committee, an Owner may not construct, add, alter, improve, make any structural alterations or other modifications to an Improvement. Changes that may be regulated by the Architectural Control Committee include, but are not limited to, paint and stain colors of Improvements, fencing, decorative items outside of the Improvements and window coverings. Any items that are visible from the street, Common Areas or any portion of the Property are subject to the Architectural Guidelines and may not be changed without the approval of the Architectural Control Committee.

(c) Windows and Doors. All door and window treatments visible from the exterior of an Improvement shall be neutral in color, shall not be foil and in accordance with the Architectural Guidelines or any other applicable guidelines set forth by the Declarant or the Association. Nothing shall be placed on the outside of window sills or portions of any Improvement if such object is not allowed under the Architectural Guidelines or has not been approved by Architectural Control Committee.

(d) Fencing. All fences that are located on residential Lots, whether shared by one or more residential Lots, shall be maintained by the Owners of such Lots in good condition. Any damage to fencing shall be promptly repaired by the responsible Owners. Fencing abutting Common Areas and roads, not located on residential Lots shall be maintained by the Association unless maintenance has been otherwise delegated to another responsible party or Owner. Any fence changes must comply with the standards set forth in the Architectural Guidelines regarding fence materials, fence stains, fence specifications and fence posts.

(e) Changes to Improvements Exempt from Approval. Approval to paint the exterior of an Improvement in the original paint colors and color scheme for such Improvement, to rebuild an Improvement in accordance with the original approved plans and specifications or to remodel or repaint the interior of an Improvement does not require approval of the Architectural Control Committee.

(f) Application for Approvals. As part of the application to the Architectural Control Committee for written consent for any alteration or modification covered under this Section 1.10, an Owner must submit to the committee the complete Plans and specifications pursuant to Article XII of the Declaration.

Section 1.11 Vehicle Restrictions.

(a) Authorized Vehicles. Authorized vehicles operating in the Property must be operable and must display a current license tag and current inspection sticker. For purposes of these Regulations, unless otherwise determined by the Association, permitted vehicles include non-commercial automobiles, motorcycles, passenger trucks, small vans, SUVs and similar passenger vehicles.

(b) Motorized Vehicle Prohibitions. Large commercial vehicles, motorcycles, motorized scooters, golf carts, motorized bicycles, trailers, recreational vehicles, all terrain vehicles, buses, boats, water craft, aircraft (excluding those permitted for construction activity, delivery or pick up of materials and other reasonable services) and unauthorized machinery or equipment are prohibited on any portion of the Lots, Common Areas, sidewalks, streets or any other portion of the Property. No vehicle shall be parked on any portion of property within the Property other than in designated parking areas for Lots, driveways and appropriate street areas. No lawns or other yard spaces shall be used for parking of automotive vehicles or for parking of other vehicles for which parking is prohibited on driveways or streets. Motorcycles or bicycles may not be chained to buildings, fences or any other part of a Lot, unless such area is designated for that purpose. No servicing or repairs shall be made to any vehicle within the Property, except for emergency repairs as necessary to enable movement of the vehicle to a repair facility. Parking spaces, garages, parking lots and driveways shall only be used for vehicle parking purposes.

(c) Non-Motorized Vehicle Prohibitions. All non-motorized vehicles (e.g., bicycles, skateboards, rollerblades, etc.) must be stored in Improvements, approved storage facilities or garages or as otherwise specified by the Association.

(d) Vehicle Nuisances. Each vehicle operated in the Property must be muffled and must be maintained and operated to minimize noise, odor and oil emissions. The use of car horns is discouraged, except for the judicious use of a horn for right of way. No vehicle may be kept in the Property if the Association deems it to be unsightly, inoperable, inappropriate or otherwise in violation of these Regulations.

(e) Fire Lanes/Obstructions. No vehicle may be parked in a manner that impedes or prevents ready access to any Lot, Common Areas, Recreational Facilities, mailboxes by mail carriers, fire hydrants by firefighters or other authorized utility service provider, school bus stops by school buses or any other portion of Property in the Property including driveways, parking lots, curb cuts designated for use by disabled persons or garages. No vehicle may obstruct the flow of traffic, constitute a nuisance or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes or in any area designated as "No Parking."

(f) Violations. A vehicle or non-motorized device in violation of these Regulations may be stickered, wheel-locked, towed or otherwise removed from any portion of property in the Property by the Manager at the vehicle Owner's expense. The Board of Directors, the Association, all Owners, the Manager and the Declarant and each of their respective successors, assigns and Designees expressly disclaim any liability for damage to vehicles occasioned by the exercise of these remedies.

Section 1.12 Pets.

(a) Subject to Regulations. Owners may not keep or permit on any property within the Property an animal of any kind, at any time, except a pet permitted by these Regulations, the Governing Documents and Legal Requirements. Pets may be kept only in Residences.

(b) Permitted Pets. An Owner may keep in such Owner's Residence up to four house pets. Permitted household pets are limited to domesticated dogs, cats, caged birds and aquarium fish. Owners may seek a variance to this Section 1.12 from the Association pursuant to Section 1.2(b) of these Regulations.

(c) Prohibited Pets. No dangerous animals are allowed or be kept on any Lot within the Property covered by these Regulations. Any animal, which poses a safety or health threat to any Person, Owner or portion of the Property, shall not be allowed on any Lot or on any portion of the Property. Any animal not commonly thought of as a household pet must be removed from the Property. No pet may be kept, bred or maintained for any commercial purpose.

(d) Leashes. Owners must keep pets leashed or carried while on any portion of the Property outside of the Owner's Lot where pets are permitted. No pet is allowed in the Recreational Facilities.

(e) Disturbance. Pets must be kept in a manner that does not disturb another Owner's peaceful enjoyment of such Owner's Residence or any Person elsewhere in the Property, outside of the Residences. No pet may be permitted to bark, howl, whine, screech or make other loud noises for extended or repeated periods of time, or to create a nuisance, odor, unreasonable disturbance or noise.

(f) Damage. Each Owner is responsible for any property damage, injury or disturbance such Owner's pet may cause. An Owner who keeps a pet is deemed to indemnify and agrees to hold harmless the Board of Directors, the Association, all other Owners, the Manager and the Declarant and each of their respective successors, assigns or Designees from any loss, claim or liability of any kind or character of whatever nature resulting from any action of such Owner's pet or arising by reason of keeping or maintaining the pet at the Property.

(g) Dog Walk and Pooper Scooper. Pets must only use designated areas in the Property to relieve themselves. Owners are responsible for the removal of pet waste from all property within the Property. The Association may levy a fine or take other action against an Owner each time feces is discovered on any portion of property within the Property and are attributed to an animal in the custody of such Owner.

(h) Removal. If an Owner or its pet violates these Regulations, the Owner or Person having control of the animal may be given a written notice by the Association to correct the problem. After the first written warning, a fine shall be levied in accordance with Article II of these Regulations. If violations occur repeatedly, the Owner, upon written notice from the Association, may be required to remove the pet in which event Owner agrees to permanently remove the violating animal of such Owner from the Property within ten days after receipt of such removal notice.

(i) Compliance. To the extent mandated by Legal Requirements, disabled Owners who are unable to comply with certain provisions of these Regulations because of their disability shall receive a written variance for such provisions from the Association.

Section 1.13 Moving.

(a) Notice. All Owners, Occupants and other Persons must return access cards and similar type items granting access to Common Areas and Recreational Facilities, where applicable, to the Manager upon selling and moving from the Property.

(b) Storage. Any permitted storage devices, also called "PODS", may not be stored in any Common Area, may temporarily be placed on a Lot in designated areas established by the Architectural Control Committee and must be removed from the Property within 30 days from its initial delivery.

Section 1.14 Miscellaneous.

(a) Mailing Address. Upon taking ownership of a Lot, each Owner shall provide to the Association and Manager, the address of such Owner's Lot, a current telephone number at which Owner can be reached, a current email address for Owner, if available and any other information the Association may reasonably request, including but not limited to military status of an Owner in the United States military as authorized under the Service Members Civil Relief Act, if applicable (the "Owner Information"). An Owner who desires to receive mail at an address other than the address of such Owner's Lot is responsible for maintaining with the Association, as applicable, such Owner's singular current mailing address. An Owner who changes such Owner's name or mailing address must notify the Association, as applicable, in writing within ten days after the change occurs and notifications of change of name or change of address should be clearly marked as such. Notwithstanding the foregoing, any changes to Owner Information, other than name and mailing address, must be submitted to the Association within a reasonable time after such changes occur. All notices required to be sent to Owners by the Governing Documents will be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of such Owner's Lot is deemed effective for purposes of delivery.

(b) No Waiver. The failure of the Association to enforce a provision of these Regulations does not constitute a waiver of the right of the Association to enforce such provision in the future or to treat Owners differently in enforcing these Regulations.

(c) Severability. If any term or provision of these Regulations is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect any other term or provision of these Regulations.

(d) Amendment of Regulations. These Regulations may be revised, replaced, amended or supplemented by the Association by a majority vote of the Board of Directors. Owners are urged to contact the Management Office to verify the Regulations currently in effect on any matter of interest. Notwithstanding the foregoing, these Regulations may be amended from time to time by the Board of Directors during the Declarant Control Period during which time period the Association may deliver to each Owner, or publish in a community-wide publication, notice of such change or amendment to these Regulations. An amendment shall be effective upon the recording in the Real Property Records a document setting forth the amendment in full certifying that the contents of the document have been approved as set forth in this Section 1.14(d) of these Regulations.

(e) Complaints. Any complaints about violations of these Regulations shall be made in writing to the Association or the Manager, whichever is applicable and shall identify the type of infraction and the date of infraction and must be signed by the witness to the infraction. Any additional evidence, such as photographs, can be submitted with any complaint.

(f) Other Rights. These Regulations are in addition to all rights of the Association under the other Governing Documents and the laws of the State of Texas.

(g) Release. All Owners release liability and hold harmless the Board of Directors, the Association, all other Owners, the Manager and the Declarant and each of their respective successors, assigns or Designees from any and all liability, claims, losses and actions arising out of or in connection with the use of any of the Common Areas and Recreational Facilities and the mere ownership or occupancy of a portion of a Lot, by itself or by any Person shall constitute a full and complete release and indemnification of the Board of Directors, the Association, all other Owners, all other Occupants, the Manager, and the Declarant and each of their respective successors, assigns or Designees arising out of and in connection with any such activities. **THE BOARD OF DIRECTORS, THE ASSOCIATION, ALL OTHER OWNERS, THE MANAGER, AND THE DECLARANT AND EACH OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS AND DESIGNEES EXPRESSLY DISCLAIM AND DISAVOW ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS OR SAFETY FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY OF THE COMMON AREAS, RECREATIONAL FACILITIES OR ANY PROPERTY ASSOCIATED WITH THE COMMON AREAS OR RECREATIONAL FACILITIES.**

(h) Risk. Each Owner and any other Person that uses the Common Areas, Recreational Facilities, such Owner's Lot and the Improvements thereon shall be at such Owner's own risk. The Common Areas and Recreational Facilities are unattended and unsupervised. **EACH OWNER AND ANY OTHER PERSON IS SOLELY RESPONSIBLE FOR SUCH OWNER'S, GUESTS OF OWNERS OR PERSON'S OWN SAFETY. THE BOARD OF DIRECTORS, THE ASSOCIATION, THE OTHER OWNERS, THE MANAGER AND THE DECLARANT AND EACH OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS OR DESIGNEES DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR PROPERTY DAMAGE, INJURY OR DEATH OCCURRING FROM USE OF THE COMMON AREAS AND THE RECREATIONAL FACILITIES.**

ARTICLE II

Rules Governing Collection and Fining

Section 2.1 Collection Rules and Procedures.

To the extent permitted by the Act, any applicable law and in addition to the collection rules and procedures in the Governing Documents or as otherwise adopted by the Board of Directors:

(a) Insufficient Funds. The Association may levy a charge of \$25 or the actual bank charges, whichever is greater, against an Owner if the check on which payment is made is returned to the Association marked "insufficient funds" or the equivalent.

(b) Collection by Association's Attorney. After giving the Owner and its lenders the requisite notice(s) and opportunity to cure the delinquency and provided the opportunity to participate in the payment plan for delinquent Assessments adopted by the Board of Directors (the "Alternative Assessment Payment Plan"), if such Owner is eligible, the Association may refer the delinquent account to an attorney for collection. In that event, the defaulting Owner will be liable to the Association for its legal fees and expenses.

(c) Collection Agency. The Board of Directors may employ a collection agency to assist in collection of the delinquency subject to those restrictions set forth in the Act.

(d) Notification of Credit Bureau. The Association may file a report on the defaulting Owner with one or more credit reporting services subject to any restrictions set forth in the Act.

(e) Notice to Owner. Proper notice and opportunity to cure shall be provided to the Owner and any other lienholder of record for the property relating to the delinquency in accordance with the Act.

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

(g) Partial and Conditioned Payment. Except as otherwise set forth in the Alternative Assessment Payment Plan, the Association (with respect to Assessments) may refuse to accept partial payment (i.e. less than the full amount due and payable) and payments to which the payor attaches conditions or directions contrary to the Board of Directors' policy for applying payments. The Association's endorsement and deposit of such payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts such payment to the Owner's account. If the Association does not accept such payment at that time, it will promptly refund such payment to the payor. A payment that is not refunded to the payor within 30 days after being deposited by the Association may be deemed accepted. Except as otherwise set forth in the Alternative Assessment Payment Plan, if applicable, the acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations or the Association's right to apply payments in accordance with the Act.

(h) Payment Notification of Credit Reporting Agency. If the Association (with respect to an Assessment) receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to that credit reporting service.

(i) Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Board of Directors (with respect to Assessments) unless a majority of the Board of Directors determine that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board of Directors' meeting or in a written consent executed by the requisite number of Directors pursuant to the Bylaws. Because of the potential for inadvertently affecting a waiver of the provisions of this policy, the Board of Directors will exercise extreme caution in granting adjustments to an Owner's account.

Section 2.2 Fining Rules and Procedure.

(a) Policy. The Association uses fines to discourage violations of the Governing Documents and to encourage present and future compliance when a violation does occur. Fines are not intended to punish violators or generate revenue for the Association.

(b) Owners Liable. An Owner is liable for fines levied by the Association for violations of the Governing Documents whether the Owner commits the violation or Occupants, guests or other visitor of such Owner commit the violation. Regardless of who commits the violation, the Association will direct its communications to the Owner, although the Association may also send copies of its notices to the actual violator.

(c) Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice(s) and an opportunity for a hearing in compliance with the Act. The Association's written violation notice(s) will contain the following items: (i) the date the violation notice is mailed or prepared; (ii) a description of the violation; (iii) a reference to the rule being violated; (iv) a description of the action required to cure the violation; (v) the amount of the fine, if applicable; (vi) a statement that not later than the 30th day after the date of the violation notice, the Owner may request a hearing before the Board of Directors to contest the fine and (vii) the date the fine attaches or begins accruing.

(d) First Violation. If the Owner was not given proper notice and a reasonable opportunity to cure a similar violation within the preceding six months, the notice will state a specific date by which the violation must be cured to avoid a fine, if the violation is ongoing or continuous. If the violation is not ongoing, but is instead sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.

(e) Repeat Violation. In the case of a repeat violation, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months, the fine attaches from the date of the violation notice.

(f) Right to Hearing. An Owner may request in writing a hearing by the Board of Directors regarding an alleged breach of the Governing Documents. The Board of Directors shall have ten days after receiving the Owner's request for a hearing to give the Owner notice of the time, place and date of the hearing. The hearing must be scheduled for a date within 30 days from the date the Association receives the Owner's request and should be scheduled to provide a reasonable opportunity for the Board of Directors and the Owner to attend. The Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board of Directors. At the hearing the Board of Directors will consider the facts and circumstances surrounding the violation and the Owner may attend in person, or may be represented by another person or written communication.

(g) Committee of Board of Directors. The Board of Directors or may appoint a committee comprised solely of directors, and having at least three members, to serve as the Board of Directors at violation hearings. The Board of Directors will be bound by the decision of the Board of Directors committee. Such a committee may be appointed on an ad hoc basis.

(h) Levy of Fine. Within 30 days after levying the fine, the Association must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board of Directors announces its decision to the Owner at the hearing; otherwise, the notice must be in writing.

(i) Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish schedules of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation and should be uniform for similar violations of the same provision of the Governing Documents.

(j) Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis beginning on the start date. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

(k) Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.

(l) Effective Date. These fining rules will become effective upon recordation of these Regulations.

(m) Amendment of Policy. These fining rules will remain effective until the Association records an amendment modifying these Regulations in the Real Property Records, adopts a fining policy consistent with these fining rules or delivers notice to Owners of revocation of these Regulations.

Adopted by the Board of Directors pursuant to that certain Consent in Lieu of a Director's Meeting executed by the Board of Directors dated May 20th, 2013.

SIGNED this 20th day May, 2013.

HARVEST RESIDENTIAL COMMUNITY ASSOCIATION, INC.,
a Texas nonprofit corporation

By: *Angela Mastrocola*
Name: Angela Mastrocola
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20th day of May, 2013, by Angela Mastrocola President of the Board of Directors of HARVEST RESIDENTIAL COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

Paige K. Myrlin
Notary Public - State of Texas



AFTER RECORDING RETURN TO:

Hillwood
3090 Olive Street
Suite 300
Dallas, Texas 75219
Attn: Michele Ringnald

Deeds/Miscellaneous

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2013-77311
Recorded As : ERX-DEED

Recorded On: June 24, 2013
Recorded At: 03:46:03 pm
Number of Pages: 7

Recording Fee: \$40.00

Parties:

Direct- HARVEST PHASE I LLC
Indirect-

Receipt Number: 1057564
Processed By: Dwayne Kitzmiller

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed herein, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

DEED WITHOUT WARRANTY

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

That **HARVEST PHASE I, LLC**, a Texas limited liability company ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid by **HARVEST RESIDENTIAL COMMUNITY ASSOCIATION, INC.**, a Texas nonprofit corporation ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED and CONVEYED, and by these presents does GRANT, BARGAIN and CONVEY, unto Grantee, all the certain tracts, pieces or parcels of land lying and situated in the County of Denton, Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"), together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property, including any and all improvements and fixtures currently attached to and located thereon.

There is hereby reserved from the conveyances hereunder for Grantor and Grantor's successors and assigns, all of Grantor's interest in the water (including, without limitation, underground water from any and all depths and geological formations, surface water, diffuse surface flow and runoff, and harvested rain water, and all of the water rights associated with the property, including any and all permits issued by the Northern Trinity Groundwater Conservation District and any and all permits, licenses or other governmental authorizations related to such water) that are in and under the Property and that may be produced from it; provided, however, that Grantor shall not have the right of ingress and egress over the surface of the Property for the purpose of mining, drilling, exploring, or developing the water. Notwithstanding anything to the contrary, nothing contained herein shall be construed as preventing Grantor from developing or producing the water in and under the Property by pooling or by directional or horizontal drilling under the Property from well sites located on tracts other than the Property or by any other method that does not require ingress and egress over the surface of the Property.

Grantor hereby retains and reserves the reversionary right of entry in favor of Grantor pursuant to which the conveyance hereunder shall be automatically void and the estate granted shall be automatically terminated and forfeited, without the necessity of any notice (except as expressly provided in this Deed), election or re-entry whatsoever, with respect to any portion of the Property that, for a period of two years after the date hereof is not used as a common area for the benefit of the Members of Grantee, and Grantor gives Grantee written notice of such condition and such condition continues to exist 60 days following the giving of such notice, whereupon, effective as of the expiration of such 60-day period, all right, title and interest in and to such portion of the Property and all improvements then existing thereon shall automatically revert to Grantor. It is the express intention of Grantor and Grantee that Grantor is conveying to Grantee an estate in fee simple determinable in and to the Property and that the provisions of this paragraph shall constitute conditional limitations upon the estate conveyed herein and not a covenant or a right of re-entry for breach of condition subsequent, such that fee simple title to the Property or the portion thereof that is not used as a common area for a period of two years after the date hereof, together with improvements then existing thereon, shall automatically revert to Grantor, and no notice (except as expressly provided in this Deed), election or re-entry upon the Property shall be required to vest title to the Property (or portion thereof) and all improvements then existing thereon, in Grantor. Neither the occurrence of a condition due to an act or failure to act by a third party, nor impossibility or inability of Grantee to prevent the occurrence of a condition, shall excuse such occurrence or condition or prevent the automatic termination of the determinable fee estate conveyed hereby. The term "Members" is defined in

that certain Correction Declaration of Covenants, Conditions, and Restrictions for Harvest Residential Community recorded May 29, 2013 under Clerk's Document No. 2013-64277, Official Public Records, Denton County, Texas, as amended from time to time.

The right of reversion reserved herein shall terminate and shall be of no further force or effect 21 years less one day after the death of the last survivor of any of the descendants of Queen Elizabeth II of England living on the date of execution of this Deed. The reversionary right of entry and all other rights, options and easements retained or reserved by Grantor in this Deed shall be the property of and shall inure to the benefit of Grantor, its successors and assigns, and are not appurtenant to any tract of property (other than the Property). All provisions of this Deed applicable to Grantor and Grantee shall be applicable to their respective successors and assigns.

This conveyance is being made by Grantor and accepted by Grantee subject to those certain title exceptions, rights, covenants and reservations set forth herein and in Exhibits "B" and "C" attached hereto and made a part hereof for all purposes (the "Permitted Exceptions").

This conveyance is being made by Grantor and accepted by Grantee subject to taxes for the year 2013, the payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever. **Subject to the Permitted Exceptions set forth on the attached Exhibit "B" and Exhibit "C", Grantor does hereby convey the Property to Grantee and Grantee's successors and assigns, without express or implied covenant or warranty of title; and all covenants and warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are expressly excluded.**

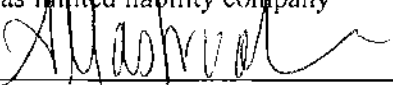
This Deed Without Warranty is not intended to be a quitclaim deed and is intended to be a conveyance of the Property rather than merely a conveyance of Grantor's interest therein.

Grantor hereby disclaims any warranty, covenant, or guaranty, oral or written, express or implied or by operation of law, and Grantor shall have no liability to Grantee, and Grantee releases Grantor from any liability (including, but not limited to, actions for contribution or indemnity), for, concerning, or regarding (i) the nature and condition of the Property, including, but not limited to, the suitability thereof for any activity or use; (ii) any improvements or substances located thereon; or (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body. The conveyance of the Property is made on an "**AS IS**" basis, and by its acceptance of this Deed and in consideration of the conveyance by Grantor herein, Grantee acknowledges that **GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION BY LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE EXPRESSLY DISCLAIMED.**

EXECUTED to be effective June 24, 2013.

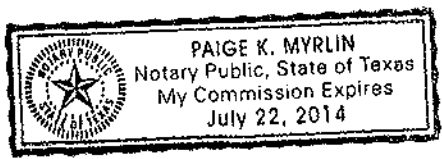
GRANTOR:

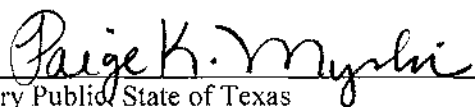
HARVEST PHASE I, LLC
a Texas limited liability company

By: 
Angela Mastrocola
Senior Vice President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on June 24, 2013, by Angela Mastrocola, Senior Vice President of Harvest Phase I, LLC, a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

EXHIBITS

- A Legal Description of Property
- B Permitted Exceptions
- C Additional Permitted Exceptions

AFTER RECORDING, RETURN TO:
Hillwood
3090 Olive Street, Suite 300
Dallas, TX 75219
Attn: Michele Ringnald

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 1X, Block 1; Lot 1X, Block 13; Lot 1X, Block 15; Lot 1X, Block 19; Lot 1X, Block 23; Lot 2X, Block 1; Lot 2X, Block 8; Lot 12X, Block 15; Lot 13X, Block 15; Lot 42X, Block 8, Lot 1X, Block 2; Lot 1X, Block 6; Lot 1X, Block 7; and Lot 1X, Block 8, HARVEST PHASE I, an Addition to the Town of Northlake corporate limits and extraterritorial jurisdiction, according to the Plat thereof recorded under Document No. 2013-166 of the Official Public Records, Denton County, Texas.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. The lien for ad valorem taxes and assessments for the year 2013 and subsequent years.
2. Easements, building line setbacks, and all other matters shown on the recorded plat of the Property.
3. Any zoning ordinances affecting the Property.
4. Any matter which a survey of the Property would reveal.
5. Any restrictive covenants filed of public record affecting the Property.
6. Any and all matters filed of public record affecting the Property.

Exhibit "C"

ADDITIONAL PERMITTED EXCEPTIONS

1. Grantor reserves for the benefit of the persons or entities (collectively, the "Drilling Benefited Parties") (i) owning, leasing, exploring for, developing, producing and transporting oil, gas or other minerals on, under or in the vicinity of the Property or (ii) owning, leasing or operating pipelines, drilling facilities, or ancillary drilling operations under or in the vicinity of the Property ("Drilling Activities") an easement on the Property for noise, vibration, fumes, dust, other particulate matter, fuel, or lubricant resulting from Drilling Activities.

Grantee, by accepting this Deed, for itself and all future owners of all or any portion of the Property, acknowledges that the Property is in the vicinity of Drilling Activities and accepts and releases the Drilling Benefited Parties from all claims, causes of action and liabilities of any nature arising out of or in connection with the use of the easement (except to the extent caused by the gross negligence or willful misconduct of the Drilling Benefited Parties) as permitted hereby or noise, vibration, fumes, dust, fuel, lubricants, other particulate matter and interference with sleep and living.